



# Carpinteria Valley Water District

1301 Santa Ynez Avenue  
Carpinteria, CA 93013  
(805) 684-2816

## NOTICE INVITING SEALED BIDS

### CAPP INJECTION AND MONITORING WELLS

NOTICE IS HEREBY GIVEN, that sealed bids will be received at the office of the Carpinteria Valley Water District, 1301 Santa Ynez Ave., P.O. Box 578, Carpinteria, California 93014, until 3:00 p.m. on Friday, **August 14, 2026**, at which time they shall be publicly opened and read for performing work as follows:

#### Two Injection Wells

- Mobilization
- Construction of two temporary sound barriers
- Installation of 28-inch diameter conductor casings to a depth of 55 feet
- Drilling of pilot bores to depths of 1,240 feet
- Geophysical logging of pilot bores
- Reaming of pilot bores to 26-inch diameter and caliper surveys
- Installation of 14-inch diameter stainless steel casings and well screens
- Installation of gravel packs and annular/sanitary seals
- Development of the wells by dual-swab airlifting and pumping/surging
- Test pumping of the wells
- Alignment surveys, video surveys, and disinfections

#### Six Monitoring Wells (Two Clusters of Three Wells)

- Mobilization
- Construction of a third temporary sound barrier
- Installation of 16-inch diameter conductor casings to a depth of 20 feet
- Drilling of pilot bores to depths of 1,210, 935 and 370 feet
- Geophysical logging of deep pilot bores
- Caliper surveying each monitoring well boring
- Installation of 3- x 2-inch diameter Schedule 40 PVC casings and well screens
- Installation of gravel packs and annular/sanitary seals
- Development of the wells by swabbing and airlifting
- Video surveying of completed monitoring wells
- Installation of grade-level traffic-rated well vaults

Any bids received after the deadline for bid submittal shall be returned unopened.

A mandatory pre-bid meeting will be held on **Wednesday, July 22, 2026**, at 10:30 am at the District Office.

Drilling of the injection wells will take place with the use of a flooded reverse circulation rig, equipped with portable fluid pits and utilizing a polymeric drilling fluid system. Equipment must be capable of reaching a maximum depth of 1,500 feet.

Drilling of the monitoring wells will take place with the use of a direct-rotary rig, equipped with a portable shaker tank and utilizing a bentonite drilling fluid system. Equipment must be capable of reaching a maximum depth of 1,500 feet.

This work shall be done in accordance with the Specifications therefore adopted, to which special reference is hereby made. The Contractor shall furnish all labor, supplies, equipment, and services required to perform the work, except as expressly stated in the Construction Specifications. The Contractor shall hold a valid C-57 drilling contractor license issued by the State of California.

Each bid shall be accompanied by U.S. currency, certified check, cashier's check, or Contractor's bond in an amount not less than ten percent (10%) of the bid amount, and shall be made payable to the Carpinteria Valley Water District.

The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bid or in the bidding. No bidder shall withdraw his/her bid for a period of sixty (60) calendar days after the date set by the District for the opening thereof.

Work will not begin until the District Board of Directors has authorized a contract for this work. Notice of Contract Award is tentatively planned to be issued on **Thursday, August 27, 2026**. The successful bidder must submit all required contract and insurance paperwork within seven (7) consecutive calendar days from the Notice of Contract Award. **The project's construction period shall be three hundred (300) calendar days**. The District expects to issue a Notice to Proceed on or about **Friday, October 2, 2026**. The Notice to Proceed will identify an "effective date", which shall be the date the Contractor is authorized to begin work and shall be the start of the three hundred (300) day period. **The effective date is anticipated to be on or about Monday, October 12, 2026**.

Specifications and bid forms may be downloaded at no charge from the District's website at the following hyperlink:

<https://www.cvwd.net/projects-and-bids>

### **State and Federal Funding Notice**

Bidders are advised that State and Federal funds will be used for construction, which carries certain State and Federal contract requirements found within the Bidders Information and Contract Documents. The Bidders' attention is specifically directed to the Funding Agreement Conditions of the Construction Contract in the Contract Documents, which include information on Federal Prevailing Wage Requirements and BABA Compliance.

## **CARB Compliance**

The California Air Resources Board (“CARB”) implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations (“Regulation”) which went into effect on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder’s and all listed subcontractors’ most recent, valid Certificate of Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

## **Labor Compliance**

Pursuant to Labor Code Section 1773, Owner has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Santa Barbara County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/)

In addition, a copy of the Davis Bacon prevailing rate of per diem wages is attached to the Bidding Documents and the latest can be downloaded at the following address: <https://sam.gov/> and shall be made available to interested parties upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Since this Project is funded in whole or in part with federal funds, the work must also comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of Davis-Bacon. As between the State and Federal rates, the higher of the two rates must be paid. Attention is directed to the Funding Agreement Conditions section of the Bidding Documents.

No Contractor or Subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor shall be returned to the Owner. The Contractor shall be responsible for payment of wages to workers of a debarred subcontractor used on the Work.

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

In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid.

## **Bidders Information**

### **1. Proposal**

Proposals shall be made on the forms prepared by the District in the contract documents. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If the proposal is made by an individual, his or her name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the proposal is made by the corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

### **2. Questions and Addenda**

At least 7 calendar days prior to the original date for the Bid opening, Bidder shall submit all questions about the meaning or intent of the Bidding Documents in writing. Contact information and submittal procedures for such questions are as follows:

Questions on bidding documents to be submitted by email to:

Robert Marks, PG, CHg  
Pueblo Water Resources, Inc.  
rmarks@pueblo-water.com

Interpretations or clarifications considered necessary by Owner's Technical Representative (OTR) in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

### **3. Bid Prices**

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, plant and other facilities and all management, supervision, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail provided that, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

#### **4. Taxes and License**

Bid prices shall include allowance for all federal, state and local taxes.

#### **5. Qualification of Bidders**

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract for at least 5 years.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years of experience in the magnitude and character of the work bid.

It is the intention of the District to award a contract to a bidder who furnishes satisfactory evidence that the bidder has the requisite experience, ability, sufficient capital, facilities, and plant to enable the bidder to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the bidder, the District will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

#### **6. Modification of Proposal**

A modification of a proposal already received will be considered only if the modification is received prior to the time announced for the opening of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

#### **7. Rejection of Proposals**

The District reserves the right to reject any proposals which are incomplete, obscure or irregular; failure of a bidder to possess qualifications outlined in (4) above; any proposals which omit a bid on any one or more items on which the bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the District; any proposals accompanied by insufficient or irregular bid security; and any proposals from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

#### **8. Award of Contract**

Within fifteen (15) days after the time announced for opening proposals, the District by action of its Board of Directors will either accept a proposal and award a contract or reject all

proposals unless the Bidder has extended the time for consideration of its proposal. The District shall give written notice of the acceptance of a proposal and award of contract to the Bidder whose proposal is accepted. Such notice may be given by either personal delivery or mailed and shall be given within fifteen (15) days after acceptance of a proposal. The award of a contract shall obligate the Bidder whose proposal is accepted to furnish performance and payment bonds and evidence of insurance and execute the contract set forth herein.

## **9. Bonds**

Except as otherwise provided in the contract documents, a bidder to whom the contract is awarded shall within the time mentioned in the preceding paragraph furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance by the said bidder of all covenants and stipulations in the contract. Said bond hereinafter referred to as the Faithful Performance Bond, shall be in the form approved by the District and in the amount not less than 100 percent of the total amount payable under the contract.

Within the time mentioned in the preceding paragraph, a bidder to whom the contract is awarded for the performance for the work specified in the Contract Documents shall, in addition to the Faithful Performance Bond hereinbefore stipulated, also furnish a payment bond in the form approved by the District and in accordance with the provisions of Chapter 7 of Title 15 of part 4 (Sections 3247 et. Seq.) of the Civil Code. Unless otherwise specified in the Special Provisions of the Contract, this bond, hereinafter referred to as the Labor and Materials Bond (or Payment Bond) shall be in the amount set forth in Section 3248 of the Civil Code.

The surety or sureties on all bonds furnished must be satisfactory to the District. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at its own cost and expense. The District reserves the right to reject any bond if, in the opinion of the General Manager, the surety's acknowledgement is not in the form included in the contract documents or in another form substantially as prescribed by law.

## **10. Worker's Compensation Requirements**

As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of workers' compensation to its employees.

In accordance with Section 1861 of the California Labor Code, the Contractor shall furnish the Owner with a statement as follows: "I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." prior to performing the work of the contract.

## **11. Declaration of Compliance with CARB In-use Off-Road Diesel-Furled Fleet Regulations**

This project is subject to the requirements of California Code of Regulations, Title 13, Article 4.8, Chapter 9, Sections 2449, 2449.1 and 2449.2, involving the use of off-road diesel-

fueled vehicles. Bidders shall provide evidence of their current and valid California Air Resources Board Certificate of Reported Compliance (Certificate) for their fleets, any rental fleet equipment, and all subcontractors that are listed in their Bid.

## **12. DBE Outreach**

Bidders are required to follow DBE requirements per 40 CFR Part 33. Guidance Document can be found by following this link:

[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/docs/policy0513/dbe\\_compliance\\_guidelines\\_instructions.pdf](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf).

Evidence that Bidders complied with DBE requirements per 40 CFR Part 33 are not required to be submitted as part of the bid. However, evidence that all requirements were met must be provided upon request, as this evidence is a requirement for the Owner's final budget reconciliation for the Clean Water State Revolving Fund loan. The evidence will be requested prior to Contract award. Owner reserves the right to reject any or all Bids, if bidders are unable to provide required evidence.

**CARPINTERIA VALLEY WATER DISTRICT  
SANTA BARBARA COUNTY, CALIFORNIA**

**BID TO PROVIDE C-57 WELL DRILLING AND CONSTRUCTION SERVICES  
FOR  
CAPP INJECTION AND MONITORING WELLS**

Carpinteria Valley Water District  
1301 Santa Ynez Avenue  
Carpinteria, California 93014

The undersigned hereby proposes and binds himself by the District, under this Bid, to execute in accordance with such award, a contract of which this Bid and the Specifications shall be a part, to furnish any and all labor, equipment, and services necessary for satisfactory performance and completing the work set forth in said Specifications within the time hereinafter set forth and at the prices named in this bid as follows\*:

**Bid for Injection Wells**

<b>Item</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity (per well)</b>	<b>Unit Price</b>	<b>Subtotal (per well)</b>	<b>Total (two wells)</b>
1	Mobilization (no more than 10% of total bid price)	Lump Sum	1	\$	\$	\$
2.1	Noise Control / Sound Barrier (Linden Site)	Lump Sum	1	\$	XXXX	Linden Site Only \$
2.2	Noise Control / Sound Barrier (Meadow View Site)	Lump Sum	1	\$	XXXX	Meadow View Site Only \$
3	28-Inch Diameter Carbon Steel Conductor Casing	Linear Feet	55	\$	\$	\$
4	Pilot Bore Drilling	Linear Feet	1,185	\$	\$	\$
5	Geophysical Logging	Lump Sum	1	\$	\$	\$
6	Pilot Bore Reaming	Linear Feet	1,185	\$	\$	\$
7	Caliper Survey	Lump Sum	1	\$	\$	\$
8.1	14-inch-outside Diameter Stainless Steel Casing	Linear Feet	980	\$	\$	\$
8.2	14-inch-outside Diameter Stainless Steel Wire Wrapped Screen	Linear Feet	220	\$	\$	\$

Item	Description	Units	Estimated Quantity (per well)	Unit Price	Subtotal (per well)	Total (two wells)
8.3	14-inch-outside Diameter Stainless Steel Cellar and Bullnose	Linear Feet	20	\$	\$	\$
8.4	3-inch Diameter Sch. 40 Stainless Steel Gravel Feed Tube	Linear Feet	270	\$	\$	\$
8.5	3-inch Diameter Sch. 40 Stainless Steel Sounding/Tube	Linear Feet	280	\$	\$	\$
9	Gravel Pack and Zone Isolation Seals	Linear Feet	965	\$	\$	\$
10	Cement Grout Seal	Linear Feet	255	\$	\$	\$
11.1	Mechanical Well Development	Hourly	66	\$	\$	\$
11.2	Pumping Well Development	Lump Sum	60	\$	\$	\$
12	Testing of Well	Hourly	32	\$	\$	\$
13	Downhole Velocity Survey	Lump Sum	1	\$	\$	\$
14	Well Disinfection	Lump Sum	1	\$	\$	\$
15	Video Survey	Lump Sum	1	\$	\$	\$
16	Plumbness and Alignment Survey	Lump Sum	1	\$	\$	\$
17	Standby Time	Hourly	10	\$	\$	\$
18	Site Cleanup	Lump Sum	1	\$	\$	\$
19	Fluids and Cuttings Containment and Disposal	Lump Sum	1	\$	\$	\$
Total Amount Bid for All Injection Well Items:					\$	\$
Total for Two Wells In Words:						

\*

Upon award, this Bid Form shall become a part of the final contract.

NOTE:

See TECHNICAL SPECIFICATIONS for an explanation of drilling depths, techniques, and well completion descriptions.

### Bid for Monitoring Wells

Item	Description	Units	Estimated Quantity (per cluster)	Unit Price	Subtotal (per cluster)	Total (two clusters)
20	Mobilization	Lump Sum	1	\$	\$	\$
21	Noise Control / Sound Barriers <b>(Ag Parcel Only)</b>	Lump Sum	1	\$	XXXX	<b>(Ag Parcel Only)</b> \$
22	16-Inch Diameter Carbon Steel Conductor Casing	Linear Feet	60	\$	\$	\$
23	Drilling	Linear Feet	2,515	\$	\$	\$
24.1	Geophysical Logging	Lump Sum	1	\$	\$	\$
24.2	Caliper Surveys	Lump Sum	1	\$	\$	\$
25.1	3-inch Diameter Schedule 40 PVC Blank Casing	Linear Feet	450	\$	\$	\$
25.2	2-inch Diameter Schedule 40 PVC Blank Casing	Linear Feet	1,805	\$	\$	\$
25.3	2-inch Diameter Schedule 40 PVC Screen	Linear Feet	230	\$	\$	\$
26	Gravel Pack	Linear Feet	410	\$	\$	\$
27	Annular Seals	Linear Feet	2,075	\$	\$	\$
28	Well Development	Hourly	48	\$	\$	\$
29	Wellhead Completions	Lump Sum	3	\$	\$	\$
30	Video Surveys	Per Survey	3	\$	\$	\$
31	Standby Time	Hourly	10	\$	\$	\$
32	Site Cleanup	Lump Sum	1	\$	\$	\$
33	Fluids and Cuttings Containment and Disposal	Lump Sum	1	\$	\$	\$
Total Amount Bid for All Monitoring Well Items:					\$	\$
Total for Two Clusters In Words:						

\* Upon award, this Bid Form shall become a part of the final contract.  
 NOTE: See TECHNICAL SPECIFICATIONS for an explanation of drilling depths, techniques, and well completion descriptions.

The undersigned has had the opportunity to examine the location of the proposed work and/or is familiar with the Specifications and the local conditions in the place where the work is to be done.

The undersigned has checked carefully all the above figures and understands that the District shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the District reserves the right to reject any or all bids, and to waive any irregularities or informalities in bids received. Award shall be made which, in the judgment of the District, is to the best interest of the District. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.

In accordance with the Technical Specifications, the undersigned further agrees to so plan the work and prosecute it with such diligence that said work shall be completed with the project's construction period of three hundred (300) calendar days. The District expects to issue a Notice to Proceed on or about **Friday, October 2, 2026**. The Notice to Proceed will identify an "effective date", which shall be the date the Contractor is authorized to begin work and shall be the start of the three hundred (300) day period. **The effective date is anticipated to be on or about Monday, October 12, 2026.**

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and all subcontractors under him, to all laborers, workmen, and mechanics employed in the execution of such contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as established by the State Director of the Department of Industrial Relations.

The undersigned currently possesses and agrees to maintain a valid **C-57 Drilling Contractor's License** issued by the State of California while the work is being prosecuted.

Bidder: \_\_\_\_\_ Tax I.D. Number: \_\_\_\_\_

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

Contractor's License No.: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

## **BIDDER'S CHECKLIST**

The following items must be provided with the bid in order for the bid to be considered responsive:

- Contractor's Experience Statement (Section A1)
- Subcontractor's Experience Qualifications (Section A2)
- Bidder's Declaration of Non-Collusion (Section A3)
- Bid Security Form (Section A4), if applicable
- Bid Bond (Section A5)
- Security for Compensation Certification
- Fair Employment Practices Certification
- Copy of Contractor's License
- Proposed Construction Schedule (Section 105)
- Description of the Drilling Method and Fluid System (Section 204)
- Name and Qualifications of the Mud Engineer (Section 204)
- Declaration of Compliance with California Air Resource Board (CARB) – In-Use Off-Road Diesel-Fueled Fleets Regulation (Section A9)
- Non-Collusion Declaration (Section A10)
- Iran Contracting Act Certification (Section A111)
- Executive Order N-6-22 Certification (Section A12)
- American Iron and Steel Certification; Build America Buy America Certification (Section A13)
- Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

**A1.1 – INFORMATION REQUIRED OF BIDDER - EXPERIENCE STATEMENT FOR INJECTION WELLS**

List projects completed by bidder within the last five years which are comparable in scope and size to the project specified herein and drilled by the **reverse-rotary** method utilizing **polymeric drilling fluids**. Include reference information for those projects and contact persons as shown in the table below. Attach additional pages as necessary.

**Client:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**Client:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**Client:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**Client:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**A1.2 – INFORMATION REQUIRED OF BIDDER - EXPERIENCE STATEMENT FOR MONITORING WELLS**

List projects completed by bidder within the last five years which are comparable in scope and size to the project specified herein and drilled by the **direct-rotary** method utilizing **bentonite drilling fluids**. Include reference information for those projects and contact persons as shown in the table below. Attach additional pages as necessary.

**Client:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**Client:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**Client:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**Client:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**A2 – INFORMATION REQUIRED OF BIDDER - LIST OF SUBCONTRACTORS**

PROJECT: “***CAPP INJECITON AND MONITORING WELL PROJECT***”

The bidder shall herein set forth the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor’s total bid, and the portion of the work which will be done by each subcontractor. Attach additional sheets if necessary.

Name of Subcontractor	Amount of Subcontract	Location of Place of Business	Description of Work

**A3 – INFORMATION REQUIRED OF BIDDER**

**NON-COLLUSION AFFADAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

PROJECT: ***“CAPP INJECTION AND MONITORING WELL PROJECT”***

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation- that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has riot in any manner, directly or indirectly sought by agreement, communication, or conference with any one to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, reorganization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed at \_\_\_\_\_, CA

On the day of \_\_\_\_\_, 2026

\_\_\_\_\_  
(Name and Title) for

\_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
(Signature)

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public

## SECTION A4 – BID SECURITY FORM

[Public Contract Code Section 10167]

PROJECT: *“CAPP INJECTION AND MONITORING WELL PROJECT”*

NOTE: The following form shall be used when substituting a check for a Surety Bond.

Accompanying this proposal is a Certified Cashier’s check payable to the order of the  
Carpinteria Valley Water District, hereinafter referred to as “District”, for \_\_\_\_\_  
\_\_\_\_\_ dollars. (\$ \_\_\_\_\_), this amount being 10 percent of the total  
amount of the bid. The proceeds of this check shall become the property of said District provided this proposal shall  
be accepted by the said District through action of its legally constituted contracting authorities and the undersigned  
shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be  
returned to the undersigned.

---

Bidder

(Note: If the bidder desires to use a bond instead of check, the Bid Bond form on the following pages shall be executed  
– the sum of this bond shall be not less than 10 percent of the total amount of the bid.)

**SECTION A5 – BID BOND**

[Public Contract Code Section 10167]

PROJECT: “*CAPP INJECTION AND MONITORING WELL PROJECT*”

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly bound unto the CARPINTERIA VALLEY WATER DISTRICT, hereinafter called the District, 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 CARPINTERIA VALLEY WATER DISTRICT for the work described herein, for the payment of which sum in lawful money of the United States, well and truly to be made, 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 hereunder

exceed the sum of \$ \_\_\_\_\_.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the CARPINTERIA VALLEY WATER DISTRICT, for certain construction specifically described, for which bids are to be opened at:

Carpinteria Valley Water District  
1301 Santa Ynez Avenue  
Carpinteria, California 93014

On the \_\_\_\_ day of \_\_\_\_\_ 2026.

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 the two bonds with the District, 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 effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_

Day of \_\_\_\_\_ 2026

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

Principal

Surety

**SECTION A6 – FAITHFUL PERFORMANCE BOND**

PROJECT: “*CAPP INJECTION AND MONITORING WELL PROJECT*”

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_, hereinafter referred to as “Contractor”, as principal, and \_\_\_\_\_, as surety, are held and firmly bound until the Carpinteria Valley Water District, Carpinteria, California, in the sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of such sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with the CARPINTERIA VALLEY WATER DISTRICT for the \_\_\_\_\_ as specifically set forth in the Contract Documents and is required under the terms of the Contract to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDE, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the Contractor or the surety thereunder, nor shall any extensions of time granted under the provision of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

Contractor

\_\_\_\_\_

By

\_\_\_\_\_

Title

Approved: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Surety

By \_\_\_\_\_

Title

**SECTION A7 – PAYMENT BOND**

[Section 3247 & 3248, Civil Code]

PROJECT: **“CAPP INJECTION AND MONITORING WELL PROJECT”**

KNOW ALL MENT BY THESE PRESENTS:

THAT WHEREAS CARPINTERIA VALLEY WATER DISTRICT has awarded to \_\_\_\_\_

\_\_\_\_\_ as Contractor, a contract for the work entitled the **“CAPP INJECTION AND MONITORING WELL PROJECT”** and whereas, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims and laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto

CARPINTERIA VALLEY WATER DISTRICT in the amount required by law, the same 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 is said Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractor pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such 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 3181 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 hereunto set our hands and seals on this \_\_\_\_\_

day of \_\_\_\_\_, 2026.

\_\_\_\_\_

Contractor

\_\_\_\_\_

Surety & Seal

By \_\_\_\_\_

Attorney-in-Fact

Note: Signatures of those executing for the Surety must be properly acknowledged.  
[A deposit in lieu of a Payment Bond is not acceptable. See Civil Code Section 3248(d)]

**SECTION A8 – MAINTENANCE BOND**

PROJECT: ***“CAPP INJECTION AND MONITORING WELL PROJECT”***

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized under the laws of the State of

\_\_\_\_\_ and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto the CARPINTERIA VALLEY WATER DISTRICT in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United State of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said \_\_\_\_\_, as Contractor, has been awarded a contract by the Carpinteria Valley Water District for the ***“CAPP INJECTION AND MONITORING WELL PROJECT”***

for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_); and,

WHEREAS, under the terms of the specifications for said work, the said \_\_\_\_\_ required to give a bond for \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to protect the CARPINTERIA VALLEY WATER DISTRICT against the result of faulty materials or workmanship for a period of one year from and after the date of the acceptance by the District of same, namely until \_\_\_\_\_.

NOW, THEREFORE, if the said \_\_\_\_\_ shall for a period of one year from and after the date acceptance of the said work by said CARPINTERIA VALLEY WATER DISTRICT replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Contractor

(Seal)

\_\_\_\_\_  
Name of Surety

By \_\_\_\_\_  
Attorney-in-Fact

**SECTION A9 – Declaration of Compliance with California Air Resource Board(CARB) – In-Use Off-Road Diesel-Fueled Fleets Regulation**

This project is subject to the requirements of California Code of Regulations, Title 13, Article 4.8, Chapter 9, Sections 2449, 2449.1 and 2449.2, , involving the use of off-road diesel-fueled vehicles. The Contractor shall provide evidence of their current and valid California Air Resources Board Certificate of Reported Compliance (Certificate) for their fleets, any rental fleet equipment, and all subcontractors that are listed in their bid.

All CARB Certificates must be obtained prior to the bid opening and must be submitted with the bid In the sole discretion of the District, failure to submit the CARB Certificates will disqualify the Bidder and any bid submitted by the disqualified Bidder will be deemed non-responsive and any bid that includes a disqualified Subcontractor will be deemed non-responsive and will not be evaluated for award.

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

[Title ]

[Firm]

I hereby certify that I am aware of the requirements set forth in California Code of Regulations, Title 13, Article 4.8, Chapter 9, Sections 2449, 2449.1 and 2449.2, and:

**Option A:** There will **NOT** be any use of off-road diesel vehicles subject to California Code of Regulations, Title 13, Article 4.8, Chapter 9, Sections 2449, 2449.1 and 2449.2, as part of the Work.

**Option B:** There will be use of off-road diesel vehicles as part of the Work. Bidder’s CARB Certificate of Reported Compliance Number: \_\_\_\_\_ List all Subcontractors’ Certificate of Reported Compliance Numbers in Section 9 above.

I declare under penalty of perjury under the laws of the State of California that the foregoing \_\_\_\_\_ is \_\_\_\_\_ true \_\_\_\_\_ and correct and that this declaration is executed on \_\_\_\_\_[date], at

\_\_\_\_\_ [city], \_\_\_\_\_ [state]."

\_\_\_\_\_  
(Print Name and Title of Signatory for Bidder)

\_\_\_\_\_  
(Print Name of Bidder and Type of Entity)

\_\_\_\_\_  
(Signature)



## SECTION A11 – IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

*As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:*

- The Contractor is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- Owner has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Owner will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

*Signed:* \_\_\_\_\_

*Titled:* \_\_\_\_\_

*Firm:* \_\_\_\_\_

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

*Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.*

END OF IRAN CONTRACTING ACT CERTIFICATION

**SECTION A12 – EXECUTIVE ORDER N-6-22 CERTIFICATION**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor’s authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Owner funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Owner funded by State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

Bidder hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the Bidder is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Bidder. This certification is made under the laws of the State of California.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

## **SECTION A13 - American Iron and Steel Certification; Build America Buy America Certification**

### **American Iron and Steel Certification**

1. Identification of American-made Iron and Steel Products: The Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel products for every component contained in the bid solicitation where such American-made components are required. The term "iron and steel products" means the following products made primarily of iron or steel - lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
2. Verification of U.S. Production: If this bid is accepted, the Bidder agrees that it will provide, to the Owner, reasonable, sufficient, and timely verification of the U.S. production of each Iron and Steel Product incorporated into the Project.
3. Documentation Regarding Non-American-made Iron and Steel: The Bidder certifies that for any Iron or Steel Product that is not American-made but was incorporated in the development of this bid, is allowed by waiver of the U.S. Environmental Protection Agency and such waiver is attached to this certification.
4. Warranty of Bidder: The Bidder hereby represents and warrants to and for the benefit of Owner that (a) Bidder has reviewed and understands the American Iron and Steel Requirement, and (b) if the bid is selected, all of the iron and steel products used in the project will be produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is attached to this certification.

### **B. Build America; Buy America Certification**

The Build America, Buy America Act (BABA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for if awarded the Project, all iron, steel, manufactured products, and construction materials used in the Project will be in full compliance with the BABA requirements including:

1. All iron and steel used in the Project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the Project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless

another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The successful Bidder shall provide Owner will all BABA certifications regarding the above as may be required by Owner.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please Print)

Q & A's, Waiver request instructions, and a list of approved waivers can be found at [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions**

---

*CHECK \_\_\_ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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*CHECK \_\_\_ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

**PART C: Certification Regarding Drug-Free Workplace Requirements**

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*CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.*

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check \_\_\_ if there are workplaces on files that are not identified here.

---

**PART D: Certification Regarding Drug-Free Workplace Requirements**

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*CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.*

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

---

**PART E: Certification Regarding Lobbying  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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*CHECK \_\_\_ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK \_\_\_ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

---

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

---

TYPED NAME AND TITLE

---

DATE

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

**SECURITY FOR COMPENSATION CERTIFICATION**

TO: CARPINTERIA VALLEY WATER DISTRICT

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract:

Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Bidder)

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

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

(This certificate must be executed by the successful bidder prior to the award of Contract.)

**FAIR EMPLOYMENT PRACTICES CERTIFICATION**

TO: CARPINTERIA VALLEY WATER DISTRICT

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he has or shall meet the standards of affirmative compliance with Fair Employment Practices requirements of the special provisions contained herein:

**CAPP INJECTION AND MONITORING WELL PROJECT, SANTA BARBARA COUNTY,  
CALIFORNIA**

Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Bidder)

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

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

(This certificate must be executed by the successful bidder prior to the award of Contract.)

## CONTRACT AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Carpinteria Valley Water District, Santa Barbara County, State of California, hereinafter called the District, \_\_\_\_\_ hereinafter called the Contractor.

WITNESSETH: That the District and Contractor have mutually covenanted and agree, and by these presents do covenant and agree with each other as follows:

1. That for and in consideration of the covenants and agreements hereinafter contained on the part of the District, and the sums of money hereinafter designated to be paid to the Contractor by the District in the manner and form as hereinafter provided in the attached Specifications, the Contractor hereby covenants and agrees with the District to furnish all labor, equipment and services, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, more particularly as set forth in these Specifications filed in the District Office, and identified by the signatures of the parties to the Agreement.

This Agreement specifically includes all items of work described in the Bid, all in accordance with the Specifications. All terms and conditions contained in any of the component parts of this contract shall apply to the above designated schedule.

2. Time of Performance. In accordance with the Specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be completed within a construction period of three hundred (300) calendar days. The Notice to Proceed issued by the District to the Contractor identifies an "effective date", which shall be the date the Contractor is authorized to begin work and shall be the start of the two hundred forty (240) day construction period.

In the event the work is not completed within the time agreed upon, the provisions of General Provisions Paragraph 11.08 regarding damages shall govern.

3. Payments. Payments shall be made by check to Contractor for work performed at the times and in the manner provided in the Specifications and General Provisions, Section 11).
4. Component Parts. This Contract shall consist of the following documents, each of which is on file in the office of the District Secretary and all of which are incorporated herein and made a part herein and made a part hereof by reference thereto:

**PART A**

**Bid Form**

**Contractor's Experience Qualifications  
Subcontractor's Experience Qualifications, if any  
Security for Compensation Certification  
Fair Employment Practices Certification  
Non-Collusion Affidavit  
Contract Agreement  
Addenda (No. \_\_\_ to \_\_\_)  
General Provisions  
Funding Agreement Conditions of the Construction Contract  
Federal Wage Rates  
Project 24-2313 CUP/CDP - Conditions of Approval  
Mitigation Monitoring and Reporting Program**

**PART B**

**Special Provisions  
Technical Specifications  
Construction Drawings**

5. Labor Code and Prevailing Wage Requirements. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the District's office, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects.

As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that 8 hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to 8 hours

during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).

Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the District, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor

Code Section 1720 et seq, as well as any additional documentation requested by the District or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142. DAS forms are required when the prime contract equals or exceeds \$30,000.

In addition to submitting the certified payrolls and related documentation to the District, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment. No hard copy payrolls will be accepted.

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

No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

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

The District shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the District may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

8. Trenching. Trenching shall be done in accordance with Sections 6705, 6706, 6707 of the Labor Code.

9. Worker's Compensation Insurance. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance. Proof of such insurance coverage shall be provided to the District prior to commencement of any work on this project.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such provisions before commencing the performance of the work in this Contract.

10. Security for Compensation. Contractor hereby stipulates that the provisions of Section 1775 of the Labor Code of the State of California shall be complied with. Contractor further agrees to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California.
11. Discrimination. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code and every contractor for public works violating this section is subject to all penalties imposed for a violation of this chapter.

*(Amended by Stats. 1976, c. 1174, p. 5270, subsection 1; Stats. 1980, c. 992, p. 3166, subsection 10.)*

In connection with the performance of work under this Contract, the Contractor agrees as follows:

- (a) The Contractor shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to, the following: Upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants to employment, notices setting forth the provisions of this Fair Employment Practices section.

- (b) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants to employment.
- (c) The Contractor shall permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contract for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Sections 1735 and 1775 the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such moneys may be recovered from the Contractor. The awarding authority may deduct any such damages from any moneys due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the awarding authority or the State of California from pursuing any other remedies that may be available by law.

- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority.
- (1) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen, and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
  - (2) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
  - (3) The Contractor shall file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who had the responsibility for determining who to hire, or whether or not to hire.
  - (4) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement, which will:
    - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.
    - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers shall be available and given an equal opportunity for employment.
  - (5) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its prequalification.
- (h) The Contractor shall include the provisions of the foregoing paragraphs 1 through 5 in every first-tier subcontract so that such provisions shall be binding upon each subcontractor.

12. This contract is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, District Board of Directors has caused these presents to be executed by its officers, thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

CARPINTERIA VALLEY WATER DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
District Counsel

## GENERAL PROVISIONS

### SECTION 1. BID REQUIREMENTS AND CONDITIONS

1.01 Examination of Plans, Specifications, and Site of Work. The Contractor shall examine carefully the plans, specifications, bid and contract forms, and the physical site of the work contemplated. It will be assumed that the Contractor has investigated and is aware of the conditions to be encountered in carrying out the proposed work, and is fully satisfied as to the scope, character, quality, quantity, and requirements of the proposed work, and the submission of a bid will be an acknowledgment of that assumption.

The Contractor shall receive no additional compensation for any obstacles or difficulties due to surface or subsurface conditions actually encountered. Where investigations of surface or subsurface conditions have been made by the District in respect to foundation or other structural design, and that information is shown in the plans, said information is included only for the convenience of Contractor. The District assumes no responsibility whatsoever as to the sufficiency or accuracy of borings, or of the log of test borings or other investigations or tests, or of the interpretation thereof; there is no guarantee, warranty or representation, express or implied, that the conditions indicated thereby in fact exist or are representative of those existing throughout the work. Such information shall be used as a basis for bids at the Contractor's own and sole risk; making such information available to Contractors is not to be construed in any way as a waiver of the other provisions of this paragraph, and all bidding Contractors must satisfy themselves through their own investigation as to the surface and subsurface conditions to be encountered at the site.

1.02 Bid Submittal. All bids shall be signed, with address included by the bidding Contractor or the bidding contractor's authorized representative. Bids made by individuals must show the individual's signature and post office address; if made by a firm or partnership, the name and post office address of the firm or partnership and the signature of one or all partners must be shown. Bids submitted by corporations must show the name and post office address of the corporation, the name of the state under whose laws the corporation is chartered, and the signature and title of the person signing on behalf of the corporation.

1.03 Withdrawal of Bids. Bids may not be withdrawn without written agreement by the District.

1.04 Qualifications of Bidders. Each bidding Contractor shall be licensed in accordance with the provisions of Sections 7065, et seq., Business and Professions Code, State of California, and shall be skilled and regularly engaged in the general class or type of work called for under this contract.

It is the intention of the District to award a contract only to a bidding Contractor who is able to furnish satisfactory evidence that he has the requisite experience and ability and that he has

sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete it within the time set forth in the contract.

In determining the degree of responsibility to be credited to a bidding Contractor, the District shall weigh any evidence indicating the Contractor, or personnel guaranteed to be employed in responsible charge of the work, has satisfactorily performed other contracts of like nature and magnitude. The District shall perform such an investigation of the low bidder prior to award of the Contract.

1.07 Disqualification of Bidders. More than one bid from an individual, firm, or partnership, a corporation or an association under the same or different names shall not be considered. Reasonable ground for believing that any bidding Contractor is interested in more than one bid for the work shall cause the rejection of all bids in which such bidding Contractor is interested. If there is reason to believe that collusion exists among the bidding Contractors, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

## **SECTION 2. AWARD AND EXECUTION OF CONTRACT**

2.01 Award of Contract. Award of contract, if it be awarded, shall be to the lowest responsible bidding Contractor whose bid complies with all the specified requirements. The District reserves the right to reject any and all bids.

2.02 Execution of Contract. The contract agreement shall be signed by the successful bidder and returned to the District, within seven (7) days after the notice of award has been sent to him by mail at the address given by him in his bid. If the bidder fails or refuses to enter into a contract to do the work within the seven day period, then the bid guaranty accompanying the bid shall be paid to the District as liquidated damages.

## **SECTION 3. NATURE OF CONTRACT**

3.01 Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "District" shall mean the Carpinteria Valley Water District, its board of directors or any other board, body, official or officials to which or to whom the power belonging to the District has been properly delegated.
- b. "Engineer" shall mean the Engineer duly and officially appointed by the District to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them. By this designation, no requirement shall attach that such individual be licensed by the State of California.

- c. "Owners Technical Representative" shall mean the technical representative duly and officially appointed by the District to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.
- d. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer or District, limited to the particular duties entrusted to said inspector(s).
- e. "Contractor" shall mean the party entering into contract with the District for the performance of work covered by this contract, and his authorized agents or legal representatives. This term shall also apply to all bidding contractors insofar as the provisions of Section 1 of the General Provisions apply.
- f. "Date of Signing of Contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the District or its duly authorized representative.
- g. "Day" or "Days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four (24) hours each, beginning at 00:00 and ending at 24:00 (midnight).
- h. "The Work" shall mean the work to be done under this contract, unless some other meaning is indicated by the context.
- i. "Contract Drawings" or "Plans" shall mean and include all drawings which may have been prepared by or on behalf of the District, as a basis for bids, when duly signed and made a part of this contract by incorporation or reference; all drawings submitted in pursuance of the terms of this contract by the successful bidder with his bid and by the Contractor to the District if and when approved by the Engineer; and all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.

All such Contract drawings or plans shall be stamped by a licensed professional engineer registered within the State of California.

- j. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference to the drawings accompanying these specifications is made unless stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Engineer is intended unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place", that is "furnish and install". "Install" shall mean the installation complete in place of an item of equipment furnished by the District.
- k. Specifications. The directions, provisions, and requirements contained here; supplemented by any special provisions as provided herein, pertaining to the method and

manner of performing the work, to kinds, quantities, and qualities of materials to be furnished under the contract, and method of measurement and payment.

- l. Superintendent. The executive representative of the Contractor, present on the work site at all times during progress, authorized to receive and fulfill instructions from the Engineer and to accept orders for changed and extra work.
- m. Change Orders. A written order by the Engineer or his authorized representative to the Contractor making changes in the plans or specifications. If the change involves items for which there is no contract unit price, the order shall so state and stipulate that the changes shall be performed as extra work or work omitted.
- n. Extra Work. Work or material, the performance or furnishing of which is found necessary for the proper completion of the improvement, the payment for which is not covered by any item of the bid schedule and for which no means of payment, direct or indirect, has been provided in the contract.

3.02 Official Copies of Contract. This Contract shall be executed and signed in duplicate, one copy shall be filed with the District, and one copy shall be delivered to the Contractor.

3.03 Titles and Headings. The subheadings and titles printed on the drawings, in these general provisions, in the specifications, and elsewhere in the contract documents, are inserted for the convenience of reference only, and shall not be taken or considered as having any bearing on the interpretation thereof.

3.04 Effect of Inspection and Payments. Inspection by the Engineer or by any Inspector, or any order, measurement, approved modification, certificate or payment of money, or acceptance of any part or whole of the work, or any extension of time, or any possession by the District or its agents, shall not operate as a waiver for any provision of this contract or of any power reserved therein to the District, or any right to damage thereunder; no breach of this contract shall be held to be a waiver of any or subsequent breach. All remedies shall be taken and construed as cumulative.

3.05 Effect of Extension of Time. The granting of any extension of time due to delays which in the judgment of the District are unavoidable delays, shall in no way operate as a waiver on the part of the District of its rights under this contract.

3.06 Extra Work. If change orders requiring extra work are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of the contract terms and requirements. No extra work, which is reasonably estimated to exceed twenty percent (20%) of the cost of the contract work or project is authorized without compliance with applicable competitive bidding practices.

3.07 Assignment of Contract. The contract may be assigned or sublet and a subcontractor may assign or sublet to sub-subcontractors in whole or in part only upon the written consent of the District acting through authorized agents.

3.08 Recognition of Subcontractors or Sub-Subcontractors. No subcontractor or sub-subcontractor shall be recognized as such, and all persons engaged in the work of construction shall be considered as employees of the Contractor and their work shall be subject to the provisions of the contract, including specifically these general provisions, the specifications, and the contract drawings.

#### **SECTION 4. BONDS**

4.01 Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish and bear the cost of a bond of a Surety Company acceptable to the District, which bond is conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be one hundred percent (100%) of the total contract price, as such sum is set forth in the agreement.

As a condition precedent to satisfactory completion of this contract, an amount equal to ten percent (10%) of the estimate contract cost shall be withheld for the period specified in said bond until completion and acceptance of the work by the District.

4.02 Material-and-Labor Bond. As a part of the execution of this contract, the Contractor shall furnish and bear the cost of a bond of a Surety Company acceptable to the District in a sum not less than one hundred percent (100%) of the total contract price, as such sum is set forth in the agreement, for the payment in full of all persons, companies, or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Section 3247 to 3248, Civil Code.

4.03 Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract, and they waive the right of special notification of any change or modification of this contract or of extension of time, or of decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the District or the District's authorized agents, under the terms of this contract, including but not limited to change orders or extra work, and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

4.04 Power of Attorney. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

#### **SECTION 5. INSURANCE**

5.01 Indemnification Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Carpinteria Valley Water District, its officers, agents and employees both severally and collectively from and against all claims, damages, losses, injury, liability, costs, and expenses of whatsoever kind or nature including but not limited to attorney's fees and all defense costs howsoever the same may be caused resulting directly or indirectly from or arising out of the activities, operations, or work performed by the Contractor, its employees, agents, subcontractors, anyone directly or indirectly employed by any of them or anyone for

whose acts any of them may be liable and without limiting the generality of the foregoing, the same shall include; (1) bodily injury, sickness, disease or death to any person or persons or, (2) injury to or destruction of tangible and/or property including that of the Carpinteria Valley Water District's whether direct or consequential including the loss of use resulting therefrom. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described herein. The District, at its sole option, may choose to provide all or a portion of the defense of claims, damages, losses, liability, costs, and expenses as set forth above, and in such event, Contractor shall indemnify and hold harmless the District from the costs and expenses, including attorney's fees, of such defense.

5.02 General Insurance Requirements. The Contractor shall procure, purchase at its expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Contractor's activities, work, services, and/or operations performed by the Contractor under the Contract, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Contractor or any of them is or may be liable. The procurement and maintenance by the Contractor of policies required under this Contract shall not relieve, limit or satisfy Contractor's obligation to indemnify, defend and save harmless CVWD, its officers, directors, agents and employees.

- a. Contractor represents that prior to commencement of work pursuant to this agreement, CVWD, its directors, officers, agents, employees and authorized volunteers, and Pueblo Water Resources, Inc. and its directors, officers, agents, employees and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01), with respect to liability arising out of activities, services, work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such activities, services, work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified herein (via CGL endorsement as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of CVWD, deliver to CVWD copies of such policy or policies of insurance and the required additional insured endorsements, and receipts for payment of premiums thereon.

Contractor shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements and shall require any subcontractor or sub-subcontractor to provide evidence of similar liability insurance coverages.

- b. Contractor shall add to his Comprehensive General Liability insurance policy a severability or interest clause or such similar wording if his policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."
- c. All policies carried by Contractor shall contain a provision or be endorsed to state that coverage as respects to CVWD shall not be suspended, voided, canceled or non-renewed except after the insurance company has given to CVWD at least thirty (30) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.
- d. Contractor shall on all policies or coverages required to be carried by Contractor pursuant to this contract, agrees to give to CVWD thirty (30) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations or reductions in coverage or in limits available.
- e. Prior to the execution of the contract, Contractor shall file with CVWD copies of all insurance policies, certificates of insurance of coverage actually in force, along with original endorsements effecting coverages required to be carried by Contractor pursuant to this section. With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than thirty (30) days prior to the expiration or cancellation of the policy being renewed or replaced.
- f. All insurance policies carried by or available to Contractor shall be primary and not excess nor contributing with any insurance issued to or available to CVWD and at least as broad as ISO CG 20 01 04 13 as respects CVWD, its directors, officers, employees, agents and authorized volunteers. Any insurance or self-insurance maintained or carried by CVWD shall be excess of the Contractor's insurance and shall not participate in nor contribute with such insurance carried by or available to Contractor. This requirement shall also apply to any Excess or Umbrella liability policies. CVWD will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Contractor.
- g. CVWD shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Contractor in the event such insurance coverage does not comply with the requirements hereof. However, CVWD may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates, and correspondence required to be carried by Contractor pursuant to this Contract.

5.03 Workers' Compensation Insurance. Each Bidder shall submit concurrently with his Bid a Certificate of Insurance for Compensation, in accordance with the provisions of Labor Code Sections 1860-61 and any acts amendatory thereof. Before beginning the work the Contractor shall furnish to the District satisfactory proof that he has taken out, for the period covered by the work under this contract, full compensation insurance for all persons whom he may employ directly or through subcontractors, in carrying out the work contemplated under this Contract, in

accordance with the "Workers' Compensation and Insurance Act," Sections 3200 et seq., Labor Code.

- a. The following endorsements are to be attached to the Worker's Compensation Policy:
  - (1) Waiver of Subrogation Endorsement
  - (2) Alternate Employer Endorsement
  - (3) Sixty (60) Days Prior Notice
- b. If the Contractor fails to maintain such insurance, the District may take out compensation insurance which the District might be liable to pay under the provisions of the Act by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor.
- c. If any injury occurs to any employee of the Contractor for which the employee, or his dependents in the event of his death, is entitled to compensation from the District under the provisions of said Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this contract an amount sufficient to cover such compensation, as fixed by said Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, the District will deduct and retain from such sums the amount so paid.

5.04 Specific Insurance Requirements

- a. Provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
  - A.  Professional Liability Errors & Omissions
  - B.  Workers Compensation and Employers Liability
  - C.  Automobile Liability - "Any Auto - Symbol 1"
  - D.  Comprehensive General Liability, including: Bodily Injury, Property Damage, Personal Injury (A,B,C,D,&E), "X,C,U"  
Broad Form Blanket Contractual, Broad Form Property Damage
  - E.  Owners & Contractors Protective
  - F.  Protection & Indemnity (Aviation)
- b. Minimum Limits of Insurance. Contractor shall maintain limits of insurance protection no less than:
  - (1) Professional Liability shall be not less than \$1,000,000 per claim and in the aggregate.
  - (2) Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of Bodily Injury by Accident \$1,000,000 Each

accident, Bodily Injury by Disease \$1,000,000 Each Employee; and Bodily Injury by Disease \$1,000,000 Policy Limit.

- (3) Business Automobile Liability, Insurance Services Offices, "ISO" from CA 00 01 12-92 or its equivalence with limits not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (4) Commercial General Liability, Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater, including property damage, bodily injury, personal and advertising injury, products and completed operations, and shall specifically include contractual liability providing protection for liability assumed by the Contractor under this contract. Coverage for "Explosion, Collapse and Underground" shall be specifically endorsed on to the policy for full coverage under the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Carpinteria Valley Water District), or the general aggregate limit shall be twice the required occurrence limit.
- (5) Owners & Contractors Protective, "O&CP", Insurance Services Offices, "ISO" form CG 00 09 11-88 or its equivalence with limits not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (6) Protection & Indemnity (Aviation) shall not be less than \$5,000,000 combined single limit, including passengers.

c. All insurance correspondence, certificates, binders, etc., shall be mailed to:

Carpinteria Valley Water District  
Attn: Risk Manager  
1301 Santa Ynez Avenue  
Carpinteria, CA 93014

- d. All policies carried by the Contractor shall be primary coverage to any and all other policies that may be in force. The "District" will not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- e. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California.

5.05 Other Insurance Provisions. The Contractor shall comply with the following insurance provisions:

- a. Additional Insured. The "Persons Insured" provision on each policy shall include as an additional insured: "Carpinteria Valley Water District and its officers, directors, agents,

employees and authorized volunteers," and "Pueblo Water Resources, Inc. and its officers, directors, agents, employees and authorized volunteers."

- b. Waiver of Subrogation. Contractor hereby waives any and all right of recovery against the Carpinteria Valley Water District, and its officers, directors, agents, and employees for any loss or damage sustained by the Contractor which is insured under valid and collectible insurance policy or policies secured pursuant to Paragraph 5.02 or any other property insurance applicable to the activities of the Contractor.
- c. Mailing Address. All insurance correspondence: (certificates, binders, policies, endorsements, etc.) is to be mailed to:

Carpinteria Valley Water District  
Attention: Engineering Manager  
1301 Santa Ynez Avenue  
Carpinteria, CA 93014

5.06 Hold Harmless. The following entities are to be held harmless: Carpinteria Valley Water District, its directors, officers, agents, and employees.

5.07 Property Insurance. If required by District, the Contractor shall, before commencing the work, take out and maintain during the life of this contract, an "All Risk" Property Insurance Policy as shall protect him, any subcontractor performing work covered by this contract, the District and its officers, directors, agents, and employees, from any damage to the work being performed under this contract, including finished structures, partially finished structures, and all materials and equipment which are to be incorporated into the work. The Contractor shall furnish the District satisfactory proof that such a policy has been secured, and which shall be for not less than the amount listed in the contract documents.

5.08 Issuance of Stop-Work Order. The Contractor will be issued an immediate stop-work order when the District is notified of cancellation of any insurance required under this Contract. Such stop order shall continue until District is notified and provided proof of new or reinstated insurance. Neither the Contractor nor the subcontractor shall be entitled to any increase in Contract performance time, or to any adjustment in Contract price due to the effects of such a stop-work order.

## **SECTION 6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

6.01 Legal Address of Contractor. The Contractor's address as shown in the bid, as well as such office or headquarters the Contractor establishes at the site of the work, hereby are designated as addresses to which drawings, samples, notices, letters, articles, or other communications to the Contractor may be mailed or delivered. The delivery at either of these places of any item or communication from the District or agents thereof to the Contractor shall be deemed sufficient service of such delivery. The Contractor's address as shown in the bid may be

changed at any time by notice in writing from the Contractor to the District. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6.02 Office of Contractor at Site. During the performance of this contract the Contractor may be required to maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings, instructions or other communications or articles from the District or District's agents; and any such thing given to the said representative or delivered at the Contractor's office at the site of the work in his absence shall be deemed to have been given to the Contractor. A signed receipt shall be given to the Districts or District's Representative upon such delivery. The Contractor shall maintain a complete set of plans and specifications at the site office whenever work is in progress.

6.03 Permits and Licenses. The Contractor shall acquire, pay for and possess such State and local permits or licenses as are required by law, such as the general building permit, the plan check fee, utility connection fees, Department of Fish and Game permits, and Army Corps of Engineer permits, and the Contractor shall furnish satisfactory proof to the District, upon request, that such permits or licenses are and will be in effect throughout the entire life of this contract. **The Contractor shall keep all permits and licenses posted on the job site, and forward copies of all permits obtained to the District.**

The District, at its sole option, may choose to provide any or all permits and licenses.

6.04 Attention to Work. The Contractor shall give his personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully, and when he is not personally present on the work, he shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract, and who shall have full authority to execute the same and to supply materials, tools and labor without delay, and who shall be the legally appointed representative of the Contractor. The Contractor shall be liable for the faithful observation of any instructions delivered to him or to his authorized representative.

6.05 Liability of Contractor. The Contractor shall do all of the work and furnish and pay for all labor, materials, tools, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

6.06 Status of Contractor. The right of general inspection by the District shall not make the Contractor an agent of the District, and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general inspection.

6.07 Right of Appeal. The Contractor shall have the right to appeal from any decision by any inspector to the Engineer and from the Engineer to the General Manager of the Carpinteria Valley Water District

6.08 Protection of Persons and Property. The Contractor shall at all times during the progress of the work, or temporary suspension of the work, provide, erect and maintain all proper and/or necessary temporary walks, roads, driveways, guards, railings, lights and warning signs, provide a sufficient number of flagmen and take all necessary precautions at all times for the protection of the work and safety of the public, and those engaged in the work. Streets and alleys closed to traffic shall be protected by effective barricades. Signs and barricades shall conform to standards approved by the Engineer. All barricades and obstructions shall be illuminated at night with reflector signs and lights, and all lights for this purpose shall be kept burning from sunset to sunrise. If in the opinion of the Engineer or his authorized representative, the Contractor, during the course of the work, does not provide sufficient light and barricades and other safety devices, the District may provide them and deduct the cost thereof from monies due the Contractor under this contract. The Contractor shall also furnish, install and maintain at his own expense, such temporary fences, gates and barricades as may be required to confine cattle or other stock to the limits existing before the start of construction operations.

6.09 Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property. Before blasting operations are undertaken, at least twenty-four (24) hours written notice must be given to the District and the Engineer. The Contractor shall be responsible for obtaining permits from the appropriate authorities.

6.10 Notice of Entrance. If any portions of the work specified herein are to be installed in rights-of-way passing through privately owned land, it is of utmost importance that before entering any private property, the Contractor shall give the tenant and inspector a minimum of forty-eight (48) hours' notice.

6.11 Preservation and Restoration of Property. The Contractor shall be responsible for the preservation of all public and private property along and adjacent to the work being constructed, and shall be responsible for restoring said property to the condition in which it existed before the Contractor undertook the work. The Contractor shall not be required to restore trees if they have been specifically designated for removal, but otherwise shall be required to restore all property including but not limited to trees, vegetation, lawns, land monuments, utilities, fences, driveways, and bridges which have been disturbed in performance of the work. The Contractor shall carefully protect from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location.

The Contractor shall confine his operations to the area within the limits of construction, and not disturb ground outside of construction stakes, and shall not unreasonably encumber the site with materials or equipment.

The Contractor shall be familiar with all restrictions, which apply to works or activity within streambeds and watercourses and shall insure that all activities of Contractor, subcontractors,

and sub-subcontractors comply with those restrictions and protect the streambed, banks, water, and water life from disturbance and/or damage.

6.12 Maintenance of Traffic. Throughout the performance of the work in connection with this contract, the Contractor shall construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary, to care for public and private traffic, and to permit ingress and egress from public ways and private dwellings. The material excavated from trenches shall be compactly deposited along the sides of the trench in such manner as shall give as little inconvenience as possible to the traveling public and to adjoining property owners.

6.13 Protection of Buried Utilities. The Contractor's attention is directed to the existence of pipes, cables, culverts, and other underground structures and improvements, which may or may not be shown on the plans. It is the responsibility of the Contractor to use reasonable care to ascertain the existing location of such underground utilities in advance of any digging operations so that they shall not be disturbed or damaged by him during the progress of the work. The Contractor shall exercise care in avoiding damage to those utility facilities, which are to remain in service subsequent to the construction of the work under this contract, and he will be held responsible for their repair if damaged. There is no guarantee that all utilities or obstructions are shown on construction drawings or that locations indicated are accurate.

The Contractor shall uncover all piping, conduit or other buried utilities, to a point one foot below the pipe or conduit, where crossings, interferences or connections are indicated, prior to trenching or excavating for any work structure, to determine actual elevations. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for work necessary to avoid interferences nor for repair to damaged utilities.

The Contractor shall be compensated for costs of locating and repairing damages not due to the failure of the Contractor to exercise reasonable care and for the costs of removing or relocating such utility facilities and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the District or the Engineer or the owner of the utility to provide for removal or relocation of such utility facilities.

If the location of pipelines or other works being installed by the Contractor under this contract conflicts with the location of existing pipelines, the Contractor shall so notify the Engineer in writing. The Engineer shall ascertain the location of the existing utility in question and may at his discretion relocate the pipeline or other work being installed for the convenience of the Contractor. It shall not be construed that the District or the Engineer is in any way required or obligated to locate or relocate pipelines or other works to locations other than shown on the construction drawings.

6.14 Protection of Bridges. The Contractor shall be responsible for any damage, which he may cause to bridges, culverts, and road structures. He shall determine in advance the allowable safe load for each structure and, if necessary, provide special shoring and support at his expense.

6.15 Assumption of Risks. Until the completion and final acceptance by the District of all of the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs, occasioned or rendered necessary, by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, excepting as otherwise stipulated.

6.16 Responsibility for Damage. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Carpinteria Valley Water District, its officers, agents and employees both severally and collectively from and against all claims, damages, losses, injury, liability, costs, and expenses of whatsoever kind or nature including but not limited to attorney's fees and all defense costs howsoever the same may be caused resulting directly or indirectly from or arising out of the activities, operations, or work performed by the Contractor, its employees, agents, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and without limiting the generality of the foregoing, the same shall include; (1) bodily injury, sickness, disease or death to any person or persons or; (2) injury to or destruction of tangible and/or property including that of the Carpinteria Valley Water District's whether direct or consequential including the loss of use resulting therefrom; (3) loss of, injury to, or destruction of materials, supplies, equipment, or tools, including those of owner, contractor, subcontractors, or sub-subcontractors. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described herein. The District, at its sole option, may choose to provide all or a portion of the defense of claims, damages, losses, liability, costs, and expenses as set forth above, and in such event, Contractor shall indemnify and hold harmless the District from the costs and expenses, including attorney's fees, of such defense. The District shall have the right to estimate the amount of such damage and to cause the District to pay the same, and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract, as may be considered necessary by the District, shall be retained by the District until such suits or claims for damages shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the District.

6.17 Protection of District Against Patent Claims. All fees, royalties, or claims for any patented invention, article, or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work, and the Contractor and his sureties shall protect and hold the District, together with all of the District's officers, agents and employees, harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent, and before the final payment is made on account of this contract the Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, his agents, or employees, or any of them, be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliances, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution,

to have supplied, and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the District, the District's officers, agents, and employees, or any of them to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the District may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the District or recover the amount thereof from him and his sureties notwithstanding final payment under this contract may have been made.

6.18 Cooperation. The Contractor shall cooperate with all other contractors who may be performing work on behalf of the District and workmen who may be employed by the District on any work in the vicinity of the work to be done under this contract; and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or Agents. He shall make good promptly, at his own expense, any injury, or damage that may be sustained by other contractors or employees of the District at his hands.

Any difference or conflict, which may arise between the Contractor and other contractors, or between the Contractor and agents of the District in regard to their work, shall be adjusted and determined by the Engineer.

If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the District, the Contractor shall on that account have no claim against the District other than for an extension of time.

If any portions of the work specified herein are to be installed in any right-of-way owned by the State, County, Municipality, or other public entities or public utilities, it shall be incumbent upon the Contractor to familiarize himself with the regulations of each of these agencies, especially concerning traffic controls, lights, barricades, and backfill requirements. Such portions of the work which may fall within the right-of-way of the agencies described above will necessarily be subject to their inspection and approval before acceptance of these portions of the work by the Engineer. Any costs for inspection by agents other than those of the District shall be borne by the Contractor. Where other agencies have jurisdiction over some portion of the work, and the requirements of the agencies are at variance with this specification, then that portion of the work shall be done in accordance with the requirements of the agency(ies), as agreed to by the District.

6.19 Compliance with Laws and Regulations. The Contractor shall keep himself fully informed of all existing and future State and National laws and County, Municipal or District ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the drawings or specifications, or in this contract in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply

with, all such existing and future laws, ordinances, regulations, order and decrees. The Contractor shall protect and indemnify the District and all of the District's officers, agents and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor himself or by his employees or by subcontractors or sub-subcontractors.

To the extent applicable hereto, the Contractor shall, in the performance of this Agreement comply with the following provisions of law:

- a. The Fair Labor Standards Act of 1939 (20 U.S.C. 201-219);
- b. The Walsh-Healy Public Contracts Act (41 U.S.C. 35-45);
- c. The Contract Work Hours Standards Act - Overtime Compensation (40 U.S.C. 327-330, and the California state requirement under Labor Code §1810, 1811, and 1815 which define 8 hours as a legal day's work;
- d. Laws restraining the Use of Convict Labor;
- e. Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507);
- f. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations 41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O. As used in this clause, "Contractor" means Seller. Unless this order is exempted, the applicable Equal Employment Opportunity Compliance Certificate previously submitted by Seller to Buyer is by reference also incorporated herein.
- g. The affirmative action for Handicapped Workers Clause in Title 41, Code of Federal Regulations, Part 60, Subsection 741.4 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless the contract amount is under \$2,500.
- h. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause of Title 41, Code of Federal Regulations, Part 60, Subsection 25014 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless the contract amount is under \$10,000.
- i. The requirements of Labor Code §3700 and §1860 which require the contractor to secure the payment of compensation to its employees, and which require the contractor to execute a certification form, as follows:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- j. The requirements of Public Contract Code §7106, which requires the contractor to execute a non-collusion affidavit.
- k. The requirements of Public Contract Code §4104 setting forth the "Subletting and Subcontracting Fair Practices Act" and which require the Contractor to identify any subcontractor who will perform work or render service in excess of one-half of one percent of the Contractor's total bid estimate.
- l. The requirements of Labor Code §1776, which requires the Contractor to keep accurate payroll records, and make them available for inspection on request, and Labor Code §1777.5 requirements for apprentice labor.
- m. Public Contract Code §7104, which requires a clause specific to hazardous waste and unforeseen conditions in any public works contract involving excavations deeper than four feet. The Code also requires the Contractor to notify the District in writing if any hazardous waste or other unforeseen latent physical conditions are found in the course of excavation. The District must promptly investigate and issue a change order if necessary.
- n. Labor Code §6705, which requires special trench shoring for public works in excess of \$25,000.
- o. Business & Professions Code §§7028.7 and 7028.15 pertaining to licensing requirements for Contractors who perform public works.
- p. Public Contract Code §7013(b) requires a provision regarding antitrust claims assignments. The contractor or subcontractor must "offer and agree to assign any antitrust claim arising from the purchase of goods, services or materials."
- q. Workers' compensation laws (Labor Code §3700 - insurance, Business & Professions Code §§7124.6 - disclosure of complaints, 7125 - address of insurance carrier, and 7125.1 - evidence of coverage).
- r. All other federal, state and local laws; and
- s. All other federal, state and local regulations and orders issued under any applicable law.
- t. Governing Law and Venue. In the event of litigation, the contract documents and all matters related to the work shall be governed by and controlled only in accordance with the laws of the State of California. Venue shall be with the appropriate state court in the County of Santa Barbara only.
- u. The Americans with Disabilities Act (ADA) prohibiting discrimination on the basis of disability.

6.20 Permits. All permits and licenses required in the prosecution of any and all parts of the work shall be secured and paid for by the Contractor. The District, at its sole option, may choose to provide any or all such instruments, or may choose to provide assistance to the Contractor in securing such instruments.

6.21 Construction Utilities. The Contractor shall be responsible for providing and bearing the cost, for and in behalf of his work under this contract, all necessary utilities, such as special connections to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, and approved sanitary facilities for his employees.

6.22 Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of his responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by the District or any officer or employee thereof, and the Contractor shall have no claim under this contract on account of the failure or partial failure or deficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using upon his own full responsibility, the plan or method proposed.

6.23 Suggestions to Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the District shall assume no responsibility therefor.

6.24 Termination of Unsatisfactory Subcontractors. Should any subcontractor or sub-subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontractor or sub-subcontractor shall be terminated immediately by the Contractor upon written notice from the Engineer or such sub-subcontractor shall be terminated by the subcontractor at the direction of the Contractor upon written notice from the Engineer.

6.25 Hiring and Dismissal of Employees. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, mental condition, marital status, or sex. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause.
- b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, physical disability, mental disability, mental condition, or marital status.

The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor in writing that any man on the work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the District, or is otherwise unsatisfactory, such man shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6.26 Wages of Employees. The Contractor shall provide a copy of his certified payroll for the project weekly to the Engineer. The District shall investigate any discrepancies in actual payments to those required by the general prevailing rates determined by the State Director of the Department of Public relations for the locality in which the work is performed.

The time of service of any worker shall be restricted to eight (8) hours during any calendar day and forty (40) hours during a calendar week unless overtime compensation is paid at not less than one and one-half times the basic rate of pay.

The Contractor shall forfeit, as penalty, to the District, fifty dollars (\$50) for each worker employed in execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Section 1775, Labor Code.

The Contractor shall comply with Section 1776, Labor Code, by maintaining accurate and complete payroll records and making such records available for inspection. Subcontractors shall also comply with the Section 1776 provisions, but the prime responsibility for maintenance and availability of complete and accurate payroll records rests with the Contractor.

6.27 Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points, and stakes, and in case of willful or careless destruction he will be charged with the resulting expense of replacement and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

6.28 Protection of Contractor's Work and Property. The Contractor shall protect his work, supplies, and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever until the completion and acceptance of the work by the District.

Neither the District nor any of the District's agents assume any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6.29 Assistance to Engineer. At the request of the Engineer, the Contractor shall provide workers from his force, and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6.30 Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned materials or work may be removed by the District and the cost of such removal shall be deducted from the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this contract.

6.31 Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract not readily ascertainable through inspection and tests of the work and materials, the Contractor, shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

6.32 Approval of Variations. The work done by the Contractor under this contract shall not vary in any manner from the specifications, drawings and contract stipulations, or from any materials, samples of which have been submitted and approved, except by written permission of the Engineer.

6.33 Modification of Work by Contractor. Should conditions develop during the progress of the work to make it impossible or impracticable for the Contractor to comply strictly with the terms of this contract, the Contractor shall apply in writing to the Engineer for modification, provided that it be not detrimental to the work or of additional cost. If such modification is acceptable to the Engineer, the Contractor shall be so notified in writing, whereupon the modification may be made. If such modification is not acceptable to the Engineer, the Contractor shall determine some other method of doing the work, which shall be acceptable to and duly accepted by the Engineer.

Such modifications shall in no way affect, vitiate, or make void this contract or any part thereof, except what is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

6.34 Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place, manner and timing of disposal.

On or before the completion of the work, the Contractor shall, without charge therefor, carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him and shall remove rubbish of all kinds from any of the grounds which he has occupied and leave them in first-class condition, to the satisfaction of the District's Representative.

6.35 Subsequent Repair. The Contractor shall promptly make all needed repairs arising out of defective materials and equipment or faulty workmanship whether caused by the Contractor, subcontractors or sub-subcontractors, irrespective of fault, during the period specified in the Bond of Faithful Performance after the date of completion of the work under this contract and the final acceptance of the same by the District. The District is hereby authorized to make

such repairs if within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make or undertake with due diligence the aforesaid repairs; provided, however, that in case of an emergency where, in the opinion of the District, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the costs thereof.

6.36 Hazardous Waste and Differing Site Conditions.

- a. When the work involves digging trenches or other excavations deeper than four feet, the Contractor shall promptly, and before disturbing the site, notify the Engineer in writing of: (1) material believed to be hazardous waste as defined in Section 25117, Health and Safety Code; (2) subsurface or latent physical conditions at the site differing from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- b. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefor may be extended by the government. If a dispute arises whether the conditions materially differ or involve hazardous waste or cause a change in the cost or time for performance of the work, the Contractor shall not be excused from the scheduled completion date, but shall proceed with all work to be performed under the contract. Contractor shall retain all rights under the Contract or by law with respect to the dispute.
- c. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.
- d. The removal of 100 square feet or more of surface area of asbestos-related material or of other hazardous substances as defined in Section 7058.7, Business and Professions Code, shall be encompassed by a new and separate contract undertaken with a contractor certified in accordance with Section 7058.5(a), Business and Professions Code.

If, however, an emergency condition arises by reason of the discovery of asbestos-related material or hazardous substances, the removal thereof shall be contracted and performed as day labor or by contract without giving notice for bids, or both.

The meaning of "emergency condition" shall be that as defined by Sections 10122 and 22035, Public Contract Code.

6.37 Assignment of Antitrust Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title and interest

in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties (Public Contract Code, § 7103.5).

## **SECTION 7. DUTIES AND POWERS OF DISTRICT**

7.01 Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract; shall decide all questions relative to the true construction, meaning, and intent of the specifications and drawings; shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract; and shall have the power to reject or condemn any work or material which does not conform to the terms of this contract. His estimate and decision in all matters shall be a condition precedent to an appeal to the District, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the District to the Contractor on account of this contract. Prior to giving approval of extra work or work omitted as contemplated by Section 11.05 of this contract, the Engineer shall obtain written approval by the District.

7.02 Substitute for Engineer. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such person as the Engineer or the District shall designate, shall perform any and all of the duties, and be vested with any or all powers herein given to the Engineer.

7.03 Authority of Inspectors. Properly authorized and accredited inspectors shall be considered to be the representatives of the District limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the drawings, specifications, and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his supervision stopped, if in his opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7.04 Liability of District Officials. No District official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

7.05 Termination of Contract. If the work provided for under this contract shall be abandoned or if the contract shall be sublet or sub-sublet or assigned without the consent of the District or if at any time the Engineer shall be of the opinion that the conditions specified as to the rate of progress are not being fulfilled, or that the work or any part thereof is unnecessarily

delayed, or that the Contractor is willfully violating any of the conditions or provisions of this contract or is executing the same in bad faith, or if the Contractor is adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, the District shall notify in writing the Contractor to fulfill the conditions of this contract, and should the Contractor fail to begin compliance with said notice within five (5) days, the District may, at the District's discretion, notify in writing the Contractor to discontinue all work under this contract, or any part thereof, and thereupon the Contractor shall discontinue work, and the District may, by contract or otherwise, at the District's discretion, complete the work or such part thereof, and may take possession of the work and use therein such materials, machinery, implements and tools of every description as shall be found upon the work or provide whatever is needed for the completion of the work and charge the expense thereof to the Contractor.

In order to meet the expense so incurred, the District is hereby authorized by the Contractor to draw a warrant in the name of the Contractor and in favor of those persons, firms, or corporations doing the work or providing the materials or labor therefor, against the fund or appropriation set aside for the purpose of this contract, and when a warrant is so drawn it shall be conclusive upon the Contractor, and shall be to all intents and purposes the same as drawn by the Contractor in person. When any of the said demands have been audited and paid, the amount of the same shall be deducted from the fund or appropriation set aside for the purposes of this contract being so terminated. The Contractor shall immediately, upon due notice in writing from the Engineer, remove from the premises all materials and personal property belonging to him which have not already been used in the construction of the work, or which are not in place in the work and he shall forfeit all sums due him under this contract, and both he and his sureties shall be liable on his bond for all damages caused the District by reason of his failure to complete this contract.

Neither the extension of time, for any reason, beyond the date fixed for the completion of this work, nor the doing and acceptance of any part of the work called for by the terms of this contract, subsequent to the said date, shall be deemed to be a waiver by the District of the right to abrogate, annul, or terminate this contract for abandonment or cause as provided above.

7.06 Early Termination. a) If at any time before completion of work under the contract, it is found by the District that for reasons beyond the control of the parties thereto render it impossible or against the interest of the District to complete the work contracted to be done; or if the work shall have been prevented or suspended by injunction issued by a court of competent jurisdiction or by any other order of constituted authority for a period in excess of 30 consecutive days; the Owner may at any time, by written notice to the Contractor, discontinue the work and terminate the contract; or if the entire work shall have been suspended for a period in excess of 60 consecutive days and termination is demanded in writing by the Contractor, the contract shall be discontinued. Upon the service of such notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Owner may direct; and the Contractor shall have no claim for damages for such discontinuance or termination of the contract; nor shall the Contractor have any claim for anticipated profits on the work thus dispensed with, nor any other claim except for the work actually performed up to the time of complete discontinuance after the date of said order.

b) Completion of Contract. In the event that the work shall be so discontinued and the contract terminated, the satisfactory completion of such work as the Owner may thereafter direct and satisfactory compliance with the terms of said order shall be deemed the completion of the work specified in this contract; and the final estimate shall be of the amount of the work completed to the time of such discontinuance and termination.

7.07 Access to Work. During the performance of the work under this contract, the District and the District's agents and employees may at any time enter upon the work, or the shops where any part of such work may be in preparation, or the factories where any materials for use in the work are being or are to be manufactured or fabricated, and the Contractor shall provide proper and safe facilities therefor, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as the District's interest may require. Other contractors performing work for the District may also, for all purposes required by their respective contracts, enter upon the work.

7.08 Removal or Replacement of Work Done Without Lines, Grades, or Levels. Any work done without lines, levels, or grades being given by the Engineer or without the supervision of an inspector, or which in the opinion of the Engineer is deficient in construction, may be ordered replaced at the Contractor's sole cost and expense, except when such work is authorized by the Engineer in writing.

7.09 Retention of Imperfect Work. If any portion of the work done or material furnished, under this contract, shall prove defective and not in accordance with the specifications and drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, or, if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable. A contract modification shall be written containing any such deductions.

7.10 Modification of Work by District. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction.

The order of such additions, omissions, corrections, alterations, and modifications shall be in writing and signed by the Engineer, and such order shall then be binding upon the Contractor.

Such alterations shall in no wise affect, vitiate or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7.11 Extra Work by District. In case of neglect or refusal by the Contractor to perform any extra work, which may be authorized by the Engineer or to make satisfactory progress in the execution of the same, the District may employ any person or persons to perform such work and the Contractor shall not in any way interfere with the person or persons so employed.

7.12 Additional and Emergency Protection. Wherever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after precaution has been taken by the Engineer.

7.13 Use and Possession Prior to Completion. The District shall have the right to take possession of or use any completed or partially completed part of the work. Prior to such possession or use, the District's representative shall furnish the Contractor an itemized list of work remaining to be performed or corrected on such portions of the project as are to be possessed or used by the District, provided that failure to list any item of work shall not relieve the Contractor of responsibility for compliance with the terms of the contract. Such possession or use shall not be deemed an acceptance of any work under the contract. If such prior possession or use by the District delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract price or the time of completion will be made and the contract shall be modified in writing accordingly.

7.14 Rights-of-Way. The District shall provide all rights-of-way and easements in or beneath pipes and other structures, which will be constructed by the Contractor under this contract. If through the failure of the District to acquire or clear title to rights-of-way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces and plant, there shall be paid to the Contractor such amount as the Engineer may find to be a fair and reasonable compensation for such part of the Contractor's actual loss as the Engineer deems unavoidable.

Actual loss shall be understood to include no items other than necessary payments, idle time of men, idle time of equipment, cost of extra moving of equipment, and cost of longer hauls, with no allowance in any case for overhead or profit.

If performance of the Contractor's work is delayed as the result of the failure of the District to acquire or clear title to rights- of-way, a commensurate extension of time will be granted.

7.15 Relocating Existing Public Utilities. Should it be necessary to move the property of any owner of a public utility or franchise, such owner shall be notified by the Engineer, upon proper application by the Contractor, to move the property within a specified time, and the Contractor shall not interfere with said property before the expiration of the time so specified. Should the Contractor desire to have any alterations made in public utility or private improvements in order

to facilitate his operations and for his sole benefit, which alterations would not be otherwise required, he shall make whatever arrangements are necessary with the owners of that utility or private improvement and bear all expenses in connection therewith.

## **SECTION 8. SCOPE AND INTENT OF SPECIFICATIONS AND DRAWINGS**

8.01 Interpretation of Specifications and Drawings. The specifications and the contract drawings are intended to be explanatory of each other. Any work indicated in the contract drawings and not in the specifications, or vice versa, is to be executed as if indicated in both. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply in writing to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or question arising respecting the true meaning of the specifications, reference shall be made to the District and its decision thereon shall be final.

8.02 Figured Dimensions. Figured dimensions on the contract drawings shall in all cases be given precedence over scaled dimensions. If figured dimensions do not correspond to scaled dimensions, the Contractor shall request the Engineer to verify the accuracy of the figured dimensions. It shall be the responsibility of the Contractor to ascertain the correct scale of all contract drawings in his possession including those, which may have been reduced for reproduction.

8.03 Errors or Discrepancies. If the Contractor, in the course of the work, discovers any discrepancies between the drawings and the conditions of the ground, or any errors or omissions in the drawings or in the layout given by stakes, points, or instructions, it shall be his duty to inform the Engineer immediately in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

8.04 Drawings to be Furnished by Contractor. As soon as practicable after the execution of this contract, the Contractor shall supply working drawings of devices to be furnished hereunder as are called for herein or as are required by the Engineer to make clear the details of construction and to demonstrate fully that all materials and equipment comply with the intent and provisions of this contract. Unless otherwise herein specified, such drawings shall be submitted to the Engineer for his approval upon his request. Should any drawings furnished by the Contractor not be approved by the Engineer, the Contractor shall make the revisions required and resubmit them to the Engineer for approval. After due approval by the Engineer, these drawings shall become a part of this contract and the work shall be done in conformity therewith. No such work shall be begun or devices purchased until the drawings detailing such items have been approved. The approval of the drawings shall not relieve the Contractor of responsibility or waive or modify any of the provisions or requirements of this contract.

All plans and drawings, whether prepared by the Contractor, Subcontractors, Architect, or Engineer are the property of the District.

8.05 Additional Drawings by District. The contract drawings are intended to be comprehensive and to indicate in detail the scope of the work. However, the Engineer may furnish the Contractor additional drawings during the progress of the work in order to clarify and define in greater detail the intent of the contract drawings or specifications. The Contractor may request such detailed drawings by submitting his request in writing to the Engineer at least two (2) weeks in advance of the time they are required.

8.06 Lines and Grades. All work under this contract shall be constructed to the lines and grades shown on the contract drawings, which shall be furnished by the Engineer. The Contractor shall advise the Engineer at least forty-eight (48) hours in advance of the time and place he wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment made with minimum inconvenience to the Engineer and/or delay to the Contractor.

8.07 Method of Measurement. Unless specifically stated otherwise in this contract, no extra measurement or measurements according to local custom of any kind shall be allowed in measuring the work under this contract, but only the length, area, solid contents, number, weight, or time in standard units, as the case may be, shall be considered as specified. Asphalt shall be measured in place by the Ton.

## **SECTION 9. WORKMANSHIP, MATERIALS AND EQUIPMENT**

9.01 General Quality. Materials and equipment shall be new and of a quality equal to or superior to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner and in strict conformance with the plans and specifications.

9.02 Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due considerations of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

9.03 Domestic Preference. Only manufactured materials produced in the United States, and only manufactured materials made in the United States substantially from materials produced in the United States, shall be employed in the performance of this contract, in accordance with the provisions of Sections 4300-4305 and of Sections 4330-4334 (Articles I and 2, Chapter 4, Division 5) of the Government Code of the State of California and any acts amendatory thereof and under the proviso of Title III, Section 3, of the Act of March 3, 1933, 47 Stat. 1520 (U.S. Code, Title 41, Sec. 10b).

The foregoing provisions of this paragraph pertain, except as otherwise provided in certain treaties and international agreements of the United States. Attention is specifically called to the "General Agreement on Tariff and Trade" entered into between the United States of America and

other signatory nations which provides, among other things, that the products of any contracting nation imported into the United States must be treated no less favorably than like products of the United States, with certain exceptions.

9.04 Samples and Tests. No material shall be used in the work until it has been approved by the Engineer. All material and equipment are subject to test to determine their conformity with these specifications. Certified factory and mill tests normally shall be acceptable for standard manufactured items. Tests on other materials, including concrete mix designs and aggregate quality tests shall be made in a materials testing laboratory, approved by the Engineer. All tests shall be performed as specifically or otherwise designated by the Engineer, and shall be completed to his satisfaction.

All tests shall be furnished by the Contractor at his expense except the following, which shall be performed at the District's expense: Initial soil compaction and stabilization tests, foundation bearing tests, concrete cylinder compression tests. In areas where soil compaction must be repeated due to failure of the compacted material to pass the initial compaction tests, the Contractor shall pay for any and all retesting required subsequent to the initial test.

9.05 Materials and Equipment Specified by Name. Unless otherwise specified in the technical sections of these specifications, any material or equipment indicated or specified by patent, proprietary, or manufacturer's name, shall be considered as used for the purpose of describing the items desired and establishing the standard of quality and utility required. In such cases, the names shall be considered as followed by the words "or approved equal." The Contractor may supply any material or equipment which is equal in every respect to that specified, provided, however, that written approval for its use is first obtained from the Engineer who shall be the sole judge of its quality and ability to meet the specifications. The Contractor shall append to the request for substitution sufficient data, drawings, samples, literature or other detailed information as will demonstrate to the Engineer that the proposed substitute material is equal in quality and utility to the material specified. The Contractor shall also append the exact amount of credit or charge to be received by the District resulting from said substitution.

The Engineer shall approve, in writing, such proposed substitution provided its quality and utility are, in his exclusive opinion, satisfactorily demonstrated and the resulting credit or charge to the District warrants such substitution. Such approval shall not relieve the Contractor from complying with the requirements of the contract documents, and the Contractor shall be responsible at his own expense for any changes caused by this proposed substitution, which affects other parts of his own work or the work of other contractors.

9.06 Standard Specifications. Wherever standard specifications are referred to, they shall be the latest revised edition of the Standard Specification referred to and shall be considered to be a part of these specifications insofar as they apply. Standard specifications from the following may be referred to herein:

- National Electrical Code (NEC)
- National Electrical Safety Code (NESC)
- International Electrical Testing Association (NETA)
- American National Standards Institute (ANSI)

Electrical Industries Association (EIA)  
Institute of Electrical and Electronics Engineers (IEEE)  
National Electrical Manufacturers Association (NEMA)  
Underwriters Laboratory (UL)  
American Society for Testing Materials (ASTM)  
American Standards Association (ASA)  
American Water Works Association (AWWA)  
Federal Specifications (Fed. Specs.)  
Uniform Building Code (UBC)  
State of California, Division of Highways, (Cal. Div. Hwys.)

9.07 Inspection. All work and materials shall be subject to inspection by the Engineer.

The Engineer may assign such assistants as he may deem necessary to inspect the material to be furnished and the work to be done under this contract, and to see that the same strictly conform therewith.

The Engineer shall be notified at the time and place of preparation, manufacture, or construction of all material for work or any part of the work, which he may wish to inspect, and of the time and place of making the factory tests required under this contract. Such notification shall be given a sufficient length of time in advance of the beginning of the work on such material or part or of the beginning of such test to allow arrangements to be made for inspecting and testing or witnessing, as the case may be, if such inspection and testing or witnessing are deemed practicable by the Engineer.

When the Engineer considers such action to be proper and practicable, he shall at the written request of the Contractor cause materials for use upon the work to be inspected at the point of production or manufacture. The Engineer may at any time, if he so desires, cause an inspection to be made.

Any work done in the absence of an inspector that may be complete or in progress shall be subject to examination, if required by the Engineer, and the Contractor shall furnish all tools, labor, materials, and other facilities necessary to make such examination, even to the extent of uncovering or taking down portions of the finished work. The cost of making such examination and the removal of defective work and reconstruction shall be defrayed by the Contractor.

9.08 Compliance with State Safety Code. All necessary machinery guards, railings, and other protective devices shall be provided as specified by the State Division of Industrial Relations Department. Before final acceptance of the work, the Contractor shall cause an inspection to be made by a representative of the California Occupational Safety & Health Administration Consultation Division and shall certify that all safety requirements have been complied with.

9.09 Storage of Materials. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

9.10 Field Tests, Adjustments, and Operation. As soon as the progress of the work permits it shall be placed in service.

The Contractor shall arrange for the presence, as necessary during the succeeding thirty-day (30) period, of representatives of manufacturers of all the various pieces of equipment and parts of the installation, or other qualified persons, who shall instruct the District operating personnel in the operation and care thereof. The Contractor shall superintend the operation of any equipment during the thirty-day (30) period and shall be responsible for the proper operation thereof; and he shall make no claim against the District for any damage to the equipment during such operation, or for the services of the above-mentioned representatives or other qualified persons. The Contractor shall make such changes, adjustments, or replacements as may be required to make the same comply with the specifications, or to replace any defective parts or material.

9.11 Warranty of Supplies, Equipment, and Related Services. Notwithstanding the inspection and acceptance by the District of all supplies, equipment and related services furnished under the Contract, the Contractor warrants that:

- a. All supplies, equipment, and related services under this Contract will be free from defects in material or workmanship and will comply with the specifications of the Contract.
- b. All aspects of the shipment of supplies and equipment related to the Contract will conform to the specifications of the Contract. Failure by the Contractor to conform to the shipping requirements stated in this Contract shall constitute a breach.

9.12 Guarantees. In addition to guarantees called for elsewhere in this Contract, Contractor shall and does guarantee all work and materials for a minimum period of one year from the date of recordation of the Notice of Completion against defective material or faulty workmanship that may arise within that period.

## **SECTION 10. PROSECUTION OF THE WORK**

10.01 Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus, and labor and by such methods as are necessary to complete execution of everything described, shown, or reasonably implied under this contract.

The Contractor shall give the Engineer full information in advance as to his plans for carrying out any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant, or equipment or any of his methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or rate of progress of the work, he may order the Contractor to increase or improve his facilities or methods, and the Contractor shall comply promptly with such orders; but neither compliance with such orders or failure of the Engineer to issue such orders shall relieve the Contractor from his obligation to secure the degree of safety, the quality of the work, and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.

10.02 Time of Completion. The Contractor shall promptly begin the work under this contract and all portions of the project made the subject of this contract shall be begun and so prosecuted that they shall be completed and ready for full use within the Contract performance time listed in the contract. The Contractor shall be done with all work including site cleanup within **300 days** after the “effective date” identified in the notice to proceed.

10.03 Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays, which might have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor.

Delays in the prosecution of parts of the work, which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, and inspections, and by such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the District, which do not necessarily prevent the completion of the whole work within the time herein specified, will be considered by the District as avoidable delays within the meaning of this contract.

10.04 Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through causes beyond the control of the Contractor and which he could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the District changing the amount of work to be done, the quantity of material to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the completion of the work of other contractors under contract with the District will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to adverse weather conditions may, at the discretion of the District, be considered unavoidable. However, the Contractor shall anticipate such delays and plan his work accordingly. The District shall provide an extension for weather delays as covered in the Special Provisions to the contract.

10.05 Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as an unavoidable delay, he shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.

After the completion of any part of the whole of the work, the Engineer, in estimating the amount due the Contractor, shall assume that any and all delays which have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the Engineer in writing at the time of their occurrence and found by him to have been unavoidable. The Contractor shall make no claim that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

10.06 Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his application, be allowed an extension of time, beyond the time herein set forth, proportional to said delay or delays in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the District during an extension of time granted because of unavoidable delay or delays.

10.07 Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work on which satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

## **SECTION 11. PAYMENT**

11.01 Progress Payments. Payments shall be made within 30 days upon presentation of undisputed and properly submitted estimates prepared jointly by the Contractor and District's representative and received and properly certified and approved by the Engineer. Payments shall be based upon the percentage of the work completed under each payment item during the preceding month, or upon actual quantities performed.

If the District fails to make a timely payment after receipt of an undisputed, properly submitted payment request or estimate, interest shall be paid the Contractor at the legal rate until paid.

Payment requests or estimates determined not to be properly submitted or disputed shall be returned, with written reasons therefore to the Contractor as soon as practicable, but not later than seven (7) days after receipt.

The number of days available to the District to make a payment without incurring interest shall be reduced by the number of days, if any, exceeding the seven-day return requirement of disputed or improperly submitted payment requests or estimates.

These provisions shall not apply to that portion of the final payment designated by the Contract as retention earnings.

11.02 Retentions. The District shall retain five percent (5%) of the amount of each progress estimate, and the accumulation of said amounts so retained from the progressive payments to the extent unencumbered shall be paid to the Contractor in no less than thirty-five (35) days after the completion of the work and acceptance by the Engineer and the District.

In lieu of retention of five percent (5%) of the amount of each progress payment, the Contractor may elect to deposit certain securities (certificate of deposit or other interest bearing securities) equivalent to the amount to be withheld. The Contractor shall notify the District in writing upon the presentation of estimates of the Contractor's intention to enter into an escrow agreement.

The Contractor also has the option, at his cost, to request the District to make payment of retentions earned, directly into an escrow agent, pursuant to the terms of Section 22300, Public Contract Code.

11.03 Acceptance. The Contractor shall notify the Engineer in writing of the completion of the work whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract. After receiving a recommendation for acceptance of the work from the Engineer in writing, the District shall either accept or reject the work, stating the conditions for acceptance if the work is rejected. When the District accepts the work, it shall file a "Notice of Completion" with the County Recorder in the County of Santa Barbara and shall promptly notify the Contractor in writing of the recordation. The Contractor warrants and guarantees that title to all work, materials and equipment accepted by the District shall pass to the District free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment accepted will have been acquired by the Contractor, subcontractor or sub-subcontractor, or by any other person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

11.04 Final Quantities and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final determination of the amount of work done thereunder and the value thereof.

Such final determination shall be signed by the Engineer, and after approval, the District shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case shall final payment be made in less than thirty-five (35) days after the completion of the work and its acceptance by the District.

11.05 Extra Work and Work Omitted. Whenever corrections, alterations, or modification of the work under this contract are ordered by the Engineer and approved by the District and increase the amount of work to be done, such added work shall be known as extra work, and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

When the Contractor considers that any changes ordered involve extra work, he shall immediately notify the Engineer in writing and after receipt of the Engineer's written authorization to proceed, and subsequently keep him informed as to when and where alleged extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed, and he shall submit a daily complete statement of materials used and expenses incurred on account of extra work performed, showing allocation of all materials and expenses.

All such claims shall state the date of the Engineer's written order authorizing the work on account of which claim is made.

Unless such notification is made in writing and unless complete statements of materials used and expenses incurred on account of such alleged extra work are furnished as above required, the Contractor shall not be entitled to payment on account of such alleged extra work and any future claims for compensation for such alleged extra work shall be invalidated.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

11.06 Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor and such changes have been ordered in writing by the Engineer, then a price may be agreed upon, or failing such an agreement in price, an amount equal to the sum of the following five (5) items shall be used as the full and proper compensation therefor, and such amount shall be added to or subtracted from, as the case may be, the price fixed by the terms of this contract for the part of the work affected:

- a. The necessary reasonable cost to the Contractor of the material required for the work as furnished by the Contractor and delivered by him at the site of the work.
- b. The necessary cost to the Contractor of the labor (including foremen devoting their exclusive attention to the work in question), required to incorporate all of said material into the work and to finish the work in accordance with directions.
- c. Appropriate overhead and profit.
- d. The cost of workmen's compensation insurance premiums on the labor included in item (b).

In order that a proper estimate may be made by the Engineer of the net cost of labor and materials entering into extra work, in accordance with the procedure just stated, the Contractor shall furnish daily an itemized statement of material and labor supplied, together with the cost of such material and the wages paid, and shall furnish vouchers for quantities and prices of such labor, material, or work. In case the Contractor fails to comply with the above provisions, such failure shall be deemed a voluntary waiver of right, and Contractor thereafter shall have no claim for compensation against the District.

This method of determining the price of work shall not apply to the performance of any work, which is required or reasonably implied to be performed or furnished under this contract.

11.07 Compensation to District for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the District shall have the right, as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the District shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the District of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the extension of time. The cost of final surveys and preparation of the final estimate shall not be included in such charges.

11.08 Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that in case all the work is not completed before or upon the expiration of the time limit as set forth, damage will be sustained by the District, and that it is and shall be impracticable to determine the actual amount of damage by reason of such delay, and it is therefore agreed that the Contractor will pay to the District the sum of **two thousand seven hundred ten dollars (\$2,710) per day** for each and every calendar day's delay beyond the time prescribed. It is agreed that such damages shall be in addition to the compensation required pursuant to paragraph 11.07 above.

In addition, the District shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the District of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the contract and which accrue during the period of such delay, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges.

No liquidated damages shall be paid to the District for unavoidable delays pursuant to sections 6.13 and 10.06 of these General Provisions.

## **SECTION 12. EMPLOYMENT OF APPRENTICES**

12.01 Apprentices. Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate shall also fix the ratio of apprentices to journeymen that shall be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent (15%) in the ninety (90) days prior to the request for certificate, or,
- b. When the number of apprentices in training in the area exceeds a ratio of one-to-five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When assignment of an apprentice would create a condition, which would jeopardize his/her life or the life, safety, or property of fellow employees or the public at large or if the specific assigned task is of such a nature that training cannot be provided by a journeyman.

Where the Contractor properly shows that apprentices are employed in the state on all contracts on an annual average of not less than one hour of apprentice labor to five hours of journeyman labor, a certificate may be granted by the Division of Apprenticeship Standards exempting the Contractor from the one to five hourly ratio otherwise required by Section 1777.5, Labor Code.

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

The Contractor shall be responsible to comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

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

A copy of the contract award shall be sent within five (5) days to the Division of Apprenticeship Standards, 525 Golden Gate Avenue, P.O. Box 603.

# FUNDING AGREEMENT CONDITIONS OF THE CONSTRUCTION CONTRACT

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# **FUNDING AGREEMENT CONDITIONS OF THE CONSTRUCTION CONTRACT**

Funding for this Project has been provided through the following Funding Agreements. The articles included below are required to be included in the Contract and adhered to by the Contractor and all Subcontractors.

1. State Water Resources Control Board, California’s Drinking Water State Revolving Fund
2. United States Department of the Interior, Bureau of Reclamation Title XVI WINN Water Reclamation and Reuse Projects
3. State of California Department of Water Resources Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant

## **ARTICLE 1—GENERAL**

1.01 Contractor shall comply with, and/or assist Owner in complying with, all applicable duties, conditions, requirements and terms of the Funding Agreements included as Exhibits to the Contract Documents. By entering into the Contract, Contractor acknowledges and warrants that it has reviewed the Funding Agreements and is familiar with the duties, conditions, requirements, and terms thereof which are applicable to work by the Contractor on the Project. Whether or not the requirements or cross-cutters have been included in this Section, Funding Agreement Conditions of the Construction Contract, Contractor is required to fulfill all obligations therein as applicable and as required by the Funding Agreements.

1.02 Contractor shall, at all times, comply with and require its subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, Contractor shall:

Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of the Agreement;

Comply with the State Water Board’s “Policy for Implementing the Drinking Water State Revolving Fund,” as amended from time to time.

Comply with directives or orders issued pursuant to Division 7 of the Water Code.

## **ARTICLE 2—UNITED STATES ENVIRONMENTAL PROTECTION AGENCY GENERAL REQUIREMENTS**

2.01 Contractor shall comply with, and/or assist Owner in complying with, all applicable duties, conditions, requirements and terms of “EPA General Terms and Conditions Effective October 1, 2022”. By entering into the Contract, Contractor acknowledges and warrants that it has reviewed the “EPA General Terms and Conditions Effective October 1, 2022” and is familiar with the duties,

conditions, requirements, and terms thereof which are applicable to Work by the Contractor on the Project.

### **ARTICLE 3—DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS**

3.01 Contractor shall comply with, and/or assist Owner in complying with, all applicable duties, conditions, requirements and terms of “Department of the Interior Standard Award Terms and Conditions Effective December 2, 2019”. By entering into the Contract, Contractor acknowledges and warrants that it has reviewed the Department of the Interior Standard Award Terms and Conditions Effective December 2, 2019” and is familiar with the duties, conditions, requirements, and terms thereof which are applicable to Work by the Contractor on the Project.

### **ARTICLE 4—EPA’S SCIENTIFIC INTEGRITY POLICY**

4.01 Contractor and all Subcontractors agree to comply with, EPA’s Scientific Integrity Policy, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

4.02 Contractor and all Subcontractors shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA’s Scientific Integrity Policy. The Contractor must refrain from acts of research misconduct, including publication or reporting, as described in EPA’s Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated

### **ARTICLE 5—PROJECT SIGN REQUIREMENTS; PUBLIC OR MEDIA EVENTS; CREDIT**

5.01 General Sign Requirements

- A. Contractor shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period.
- B. The sign shall include the logos of the Clean Water SRF, California State Waterboards, the Department of Water Resources (color logo) and the US EPA.
- C. The sign shall include the following statement:

“Funding for this Carpinteria Advanced Purification Project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board and the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through a subrecipient agreement funded by the State Department of Water Resources funds . California’s Clean Water State Revolving Fund is capitalized through a

variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

5.02 Bipartisan Infrastructure Law Signage.

- A. The Contractor shall ensure that a professionally prepared sign is placed at construction sites supported in whole or in part by this Agreement displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The Contractor shall ensure compliance with the guidelines and design specifications provided by the USEPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
- B. The Contractor shall include the USEPA, State Water Board, and CWSRF logos provided in section A.2.3.1(b) in addition to the official Investing in America emblem on the Bipartisan Infrastructure Law signage using the customizable sign template at the link provided in section A.2.3.2(a).
- C. Consistent with section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. 6962, and 2 CFR 200.323, Contractor is encouraged to use recycled or recovered materials when procuring signs. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, Contractor is encouraged to translate the language on signs (excluding the official Investing in America emblem or USEPA logo or seal) into the appropriate non-English language(s). The costs of such translation are eligible, provided the costs are reasonable.

5.03 Public or Media Events.

Contractor shall work with Owner to ensure that notification is provided to State Water Board and the EPA contact as provided in the notice provisions of the SRF Agreement of public or media events publicizing the accomplishment of significant events related to Project and that opportunity for attendance and participation by federal representatives is provided with at least ten (10) working days’ notice.

5.04 Credit

Contractor agrees, and shall work with Owner to ensure, that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document.”

**ARTICLE 6—RECORDS RETENTION**

- 6.01 Contractor and all Subcontractor must maintain separate books, records and other material relative to the Project. Contractor and all Subcontractors must also retain such books, records,

and other material for a minimum of thirty-six (36) years after Completion of Construction. Contractor and all Subcontractors must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the USEPA, the USEPA's Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. Contractor and all Subcontractors must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. Contractor and all Subcontractors agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

#### **ARTICLE 7—DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

- 7.01 The Contractor and all Subcontractors shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor and all Subcontractors shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this Contract or other legally available remedies. 40 CFR Part 33 "Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs" is available from this link <https://www.ecfr.gov/current/title-40/chapter-I/subchapter-B/part-33>. By entering into the Contract, Contractor acknowledges and warrants that it has reviewed the "Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs" and is familiar with the duties, conditions, requirements, and terms thereof which are applicable to work by the Contractor on the Project.

#### **ARTICLE 8—EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

- 8.01 During the performance of this contract, the Contractor agrees as follows:"(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 8.02 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin
- 8.03 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 8.04 The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 8.05 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 8.06 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8.07 The Contractor will include the provisions of Paragraphs 6.01 through 6.07 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 9—NON-DISCRIMINATION**

- 9.01 During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 9.02 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- 9.03 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the

contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 9.04 The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 9.05 The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 9.06 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the provisions of Paragraphs 9.01 through 9.06 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 9.07 Additional federal non-discrimination requirements. Contractor shall comply with:
- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- The Age Discrimination Act of 1975, which prohibits age discrimination.
- 40 CFR Part 7, as it relates to the foregoing

#### **ARTICLE 10—AMERICAN IRON AND STEEL**

- 10.01 Contractor and all Subcontractors shall not purchase "iron and steel products" produced outside of the United States on this Project. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

#### **ARTICLE 11—BUILD AMERICA BUY AMERICA**

11.01 Contractor and all Subcontractors acknowledges that funds received under this Agreement are subject to the Build America Buy America (BABA) requirements of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), which are in addition to “iron and steel products” requirements described in section Article 10— above.

11.02 Contractor is hereby notified that none of the funds provided under this award may be used for the project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

11.03 For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica).

#### **ARTICLE 12—DAVIS BACON WAGE RATES**

12.01 Contractor and all Subcontractors shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Title VI of the CWA, the following clauses:

A. Minimum wages.

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from DOL's website, <https://sam.gov/>.

2. Require the following:
  - a. The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
    - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - 2) The classification is utilized in the area by the construction industry; and
    - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request,

including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to [WHD-CBACONFORMANCE\\_INCOMING@dol.gov](mailto:WHD-CBACONFORMANCE_INCOMING@dol.gov) and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

- c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to [WHD-CBACONFORMANCE\\_INCOMING@dol.gov](mailto:WHD-CBACONFORMANCE_INCOMING@dol.gov), and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(2)(a) or (c) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification
- 3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - 4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the Contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.
- B. Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required

by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. Submission

a. The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if

requested by EPA, the State, the Contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sub recipient(s).

- b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - 1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this section.
  - d. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
3. The Contractor or Subcontractor shall make the records required under paragraph (C)(1) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the EPA or State may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### D. Apprentices and trainees

- 1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor

Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- E. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- F. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.
- G. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.
- H. Compliance with DB and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- I. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and sub recipient(s), State, EPA, DOL, or the employees or their representatives.
- J. Certification of eligibility.
  1. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).
  2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).
  3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18U.S.C. 1001.

#### 12.02 Contract Provision for Contracts in Excess of \$100,000.

- A. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.
- E. Contractor and Subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Contractor and all Subcontractors shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

#### **ARTICLE 13— TRAFFICKING OF PERSONS**

13.01 The Contractor and all Subcontractors and their employees warrants that it will not engage in trafficking in persons, procure a commercial sex act during the term of this Agreement, or use

forced labor in the performance of this Agreement. The Contractor and all Subcontractors must include this provision in its contracts and subcontracts under this Agreement.

#### **ARTICLE 14—BYRD ANTI-LOBBYING CERTIFICATION**

- 14.01 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor and Subcontractors to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 14.02 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor and Subcontractors shall complete and submit Standard form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 14.03 Contractor and Subcontractors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 14.04 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE 15—EXECUTIVE ORDER N-6-22 RUSSIAN SANCTIONS**

- 15.01 Contractor and all Subcontractors warrant they are not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California.

#### **ARTICLE 16—CHILD SUPPORT COMPLIANCE ACT**

- 16.01 The Contractor and all Subcontractors recognize the importance of child and family support obligations and 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 Family Code section 5200 et seq.; and

- 16.02 The Contractor and all Subcontractors, will fully comply 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.

#### **ARTICLE 17—SOLID WASTE DISPOSAL ACT**

- 17.01 Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **ARTICLE 18—PROJECT ACCESS**

Contractor shall ensure that the State, the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement.

#### **ARTICLE 19—ENVIRONMENTAL REQUIREMENTS.**

*Discovery of any potential archeological or historical resource.* Should a potential tribal ,archeological or historical resource be discovered during construction of the Project, CONTRACTOR agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Owner, in consultation with State Water Board, has determined what actions should be taken to protect and preserve the resource. Contractor shall implement appropriate actions as directed by Owner.

*Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act.* Should a federally protected species be unexpectedly encountered during construction of Project, Contractor agrees to promptly notify Owner, and State Water Board, if directed by Owner. This notification is in addition to Contractor's obligations under the federal Endangered Species Act.

#### **ARTICLE 20—STATE NON-DISCRIMINATION PROVISIONS.**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical

disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

**ARTICLE 21—WATER BOARD EXCLUDED PARTIES PROHIBITION.**

Contractor shall not contract or allow subcontracting with excluded parties. Contractor shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, Contractor shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at:

[http://www.waterboards.ca.gov/water\\_issues/programs/ustcf/dbp.shtml](http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml)

Contractor, in executing the Agreement, represents and warrants that Contractor is not a disqualified or excluded party, as described above, and is entitled to participate in Project.

**ARTICLE 22—STATE FAIR EMPLOYMENT AND HOUSING ACT.**

Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**ARTICLE 23—STATE WATER BOARD RIGHTS IN DATA.**

Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of the Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. As to any work which is copyrighted

by Owner, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

#### **ARTICLE 24—ADDITIONAL EPA GENERAL TERMS AND CONDITIONS – DEBARMENT AND SUSPENSION**

24.01 Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. Contractor shall comply with Subpart C of 2 CFR Part 180 and shall ensure that its subcontracts include a requirement for such compliance. Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. Contractor shall certify that it and its principals, and shall obtain certifications from its subcontractors that they and their principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Suspension and debarment information can be accessed at <http://www.sam.gov>. CONTRACTOR represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. CONTRACTOR acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

**24.02 Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368.** Except where the purpose of this Agreement is to remedy the cause of the violation, CONTRACTOR may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/> .

**24.03 Debarment and Suspension Executive Order No. 12549 (1986).** Contractor certifies that it is not ineligible and certifies that it will not knowingly enter into a contract with anyone who is

ineligible under the 40 CFR Part 32 to participate in the Project. Subcontractors on the project must provide Contractor with the certification prior to the award of any subcontract.

#### **ARTICLE 25—ADDITIONAL USEPA GENERAL TERMS AND CONDITIONS**

CONTRACTOR shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>, including but not limited to the following:

- 25.01 Electronic and Information Technology Accessibility. Contractor is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.

#### **ARTICLE 26—REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

- 26.01 Appendix II to Part 200(A) – Breach of Contract Remedies:  
The Contract Documents include administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the Contract.
- 26.02 Appendix II to Part 200(B) – Termination for Cause and Convenience:  
The Contract Documents include provisions for termination for cause or convenience by Owner, including the manner by which it will be affected and the basis for settlement.
- 26.03 Appendix II to Part 200 (C) – Equal Employment Opportunity: Addressed above.
- 26.04 Appendix II to Part 200 (D) – Davis-Bacon Act: Addressed above.
- 26.05 Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Addressed above.
- 26.06 Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act: Addressed above.
- 26.07 Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: Not applicable.
- 26.08 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- A. Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
  - B. Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation

as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

26.09 Appendix II to Part 200 (H) – Debarment and Suspension: Addressed above.

26.10 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Addressed above.

26.11 Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

26.12 Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Addressed above.

26.13 Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States

(including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **ARTICLE 27—EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

- 27.01 This Agreement is subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- 27.02 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- 27.03 Pursuant to federal funding requirements, Owner is required to insert this provision, including this paragraph, in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

## **ARTICLE 28—DRUG-FREE WORKPLACE CERTIFICATION**

- 28.01 Certification of Compliance: By signing the Agreement, Contractor hereby certifies, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
  - A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - 1. The dangers of drug abuse in the workplace,
    - 2. Grantee’s policy of maintaining a drug-free workplace,
    - 3. Any available counseling, rehabilitation, and employee assistance programs, and
    - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

**ARTICLE 29—CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

29.01 Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

29.02 Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- F. Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the Owner.

## Federal Wage Rates

"General Decision Number: CA20260014 05/18/2026

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of Santa Barbara

Building Construction Projects
Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
Heavy Construction Projects (excludes water well drilling)
Highway Construction Projects

Table with 2 columns: Modification Number, Publication Date. Rows: 3, 01/30/2026; 4, 05/18/2026

ASBE0005-002 07/01/2024

Rates Fringes

Table with 2 columns: Description, Rate. Rows: ASBESTOS WORKERS/INSULATOR... \$ 56.32 (26.52); FIRE STOP TECHNICIAN... \$ 39.94 (20.65)

ASBE0005-002 09/01/2024

Rates Fringes

Table with 2 columns: Description, Rate. Rows: ASBESTOS WORKERS/INSULATOR... \$ 56.32 (26.52); FIRE STOP TECHNICIAN... \$ 39.94 (20.65)

ASBE0005-004 07/04/2022

Rates Fringes

Table with 2 columns: Description, Rate. Row: ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER... 103

REMOVAL, SCRAPPING, VACUUMING, BAGGING AND  
 DISPOSING OF ALL INSULATION MATERIALS FROM  
 MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS  
 OR NOT).....\$ 23.52 13.37

BOIL0092-003 01/01/2024  
 Rates Fringes  
 BOILERMAKER.....\$ 51.98 42.11

BRCA0004-003 05/01/2024  
 Rates Fringes  
 BRICKLAYER; MARBLE SETTER.....\$ 45.53 20.29

BRCA0018-008 06/01/2024  
 Rates Fringes  
 TILE FINISHER.....\$ 37.96 13.77  
 MARBLE FINISHER.....\$ 43.38 15.36

BRCA0018-010 09/01/2024  
 Rates Fringes  
 TERRAZZO WORKER/SETTER.....\$ 49.62 15.26  
 TERRAZZO FINISHER.....\$ 42.11 14.67

BRCA0018-011 06/01/2023  
 Rates Fringes  
 TILE LAYER.....\$ 48.29 19.18

CARP0213-001 07/01/2025  
 Rates Fringes  
 CARPENTER: (7) TABLE POWER SAW OPERATOR  
 FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF  
 OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN  
 WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION  
 WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED  
 HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST  
 WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE  
 FOR BACK FORMS (WHICH WORK IS PERFORMED BY  
 PILEDRIVERS): \$0.13 PER HOUR ADDITIONAL.....\$ 52.34 26.18  
 CARPENTER: (6) SCAFFOLD BUILDER FOOTNOTE: WORK  
 OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS  
 OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL  
 LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS  
 DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT  
 PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE  
 IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS  
 (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER  
 HOUR ADDITIONAL.....\$ 45.37 25.43

CARPENTER: (5) SAWFILER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR ADDITIONAL.....\$ 52.34 26.18

CARPENTER: (4) PNEUMATIC NAILER, POWER STAPLER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR ADDITIONAL.....\$ 52.37 26.18

CARPENTER: (3) PILEDRIVERMEN/DERRICK BARGEMAN, BRIDGE OR DOCK CARPENTER, HEAVY FRAMER, ROCK BARGEMAN OR SCOWMAN, ROCKSLINGER, SHINGLER (COMMERCIAL) FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR ADDITIONAL. ....\$ 52.37 26.18

CARPENTER: (2) MILLWRIGHT FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR ADDITIONAL.....\$ 52.24 26.68

CARPENTER: (1) CARPENTER, CABINET INSTALLER, INSULATION INSTALLER, HARDWOOD FLOOR WORKER AND ACOUSTICAL INSTALLER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR ADDITIONAL.....\$ 52.24 26.18

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CARP0213-002 07/01/2025

	Rates	Fringes
DIVER: (4) ASSISTANT TENDER AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 418.96	26.18
DIVER: (3) TENDER AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 442.96	26.18
DIVER: (2) STANDBY AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 450.96	26.18
DIVER: (1) WET AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 901.92	26.18

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CARP0213-004 07/01/2025

	Rates	Fringes
DRYWALL (STOCKER/SCRAPPER).....	\$ 21.45	11.27
DRYWALL (DRYWALL INSTALLER/LATHER).....	\$ 52.24	26.18

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CARP0721-001 07/01/2025

	Rates	Fringes
MODULAR FURNITURE INSTALLER.....	\$ 25.00	13.06

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ELEC0413-001 01/01/2026

	Rates	Fringes
ELECTRICIANS CABLE SPLICERS: \$2.00 ADDITIONAL PER HOUR. ALL WORK AT VANDENBERG AFB: \$3.75 ADDITIONAL PER HOUR. FOOTNOTE: WORK FROM TRUSSES, SWINGING SCAFFOLDS, OPEN LADDERS, SCAFFOLDS, BOSUN'S CHAIRS, STACKS, OR THE MAINTENANCE OF TOWERS OR OPEN PLATFORMS WHERE THE WORKER IS SUBJECT TO A DIRECT FALL OR WHERE THE WORKER HAS TO WORK FROM A LADDER OR OTHER SUPPORT FROM A PLATFORM WITHIN 5 FT. OF ANY DIRECT FALL A DISTANCE OF 50 FT. FROM THE GROUND FLOOR OR SUPPORTING STRUCTURE: DOUBLE THE REGULAR STRAIGHT-TIME RATE OF PAY. SAFETY NETS, IF USED, WILL NOT INVALIDATE THIS.....	\$ 54.61	25.16

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ELEC0413-003 12/31/2024

	Rates	Fringes
COMMUNICATIONS SYSTEM: INSTALLER COMMUNICATIONS AND SYSTEMS WORK SCOPE OF WORK: INSTALLATION, TESTING, SERVICE AND MAINTENANCE OF SYSTEMS UTILIZING THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATIONAL, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING: TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEMS, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, FIRE ALARM (SEE LAST PARAGRAPH BELOW) AND LOW VOLTAGE MASTER CLOCK SYSTEMS IN		

COMMERCIAL BUILDINGS. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, CONDUIT SYSTEMS, LINE VOLTAGE WORK, AND ENERGY MANAGEMENT SYSTEMS. DOES NOT COVER WORK PERFORMED AT CHINA LAKE NAVAL ORDNANCE TEST STATION. FIRE ALARM WORK SHALL BE PERFORMED AT THE CURRENT INSIDE WIREMAN TOTAL COST PACKAGE.....\$ 48.13

17.49

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ELEC1245-001 01/01/2025

Rates

Fringes

LINE CONSTRUCTION: (3) GROUNDMAN HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....\$ 40.76

21.76

LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST (OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE EQUIPMENT) HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....\$ 53.30

22.26

LINE CONSTRUCTION: (1) LINEMAN; CABLE SPLICER HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....\$ 70.16

24.71

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ELEV0018-001 01/01/2025

Rates

Fringes

ELEVATOR MECHANIC FOOTNOTE: A. PAID VACATION: EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY.....\$ 69.43

38.44

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ENGI0012-004 08/01/2025

Rates

Fringes

OPERATOR, POWER EQUIPMENT: (6) BARGE MATE (DREDGING).....\$ 61.34

40.95

OPERATOR, POWER EQUIPMENT: (5) FIREMAN-OILER, DECKHAND, BARGEMAN, LEVEEHAND (DREDGING).....	\$ 60.73	40.95
OPERATOR, POWER EQUIPMENT: (4) WINCH OPERATOR (STERN WINCH ON DREDGE) (DREDGING).....	\$ 61.27	40.95
OPERATOR, POWER EQUIPMENT: (3) DECKMATE (DREDGING)..	\$ 61.82	40.95
OPERATOR, POWER EQUIPMENT: (2) DREDGE DOZER (DREDGING).....	\$ 61.93	40.95
OPERATOR, POWER EQUIPMENT: (1) LEVERMAN (DREDGING)..	\$ 67.90	40.95

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ENGI0012-024 07/01/2025

Rates Fringes

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 7- Tunnel mole boring machine operator PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....	\$ 66.91	33.20
OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 6- Heavy Duty Repairman PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....	\$ 66.79	33.20
OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 5- Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons) PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake		

Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunitite work shall be classified as a concrete mobile mixer operator.....\$ 66.68

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 4- Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons) PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunitite work shall be classified as a concrete mobile mixer operator.....\$ 66.46

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 3- Dinkey locomotive or motorperson (up to and including 10 tons) PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunitite work shall be classified as a concrete mobile mixer operator.....\$ 66.32

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 2- Power-driven jumbo form setter operator PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunitite work shall be classified as a concrete mobile mixer operator.....\$ 66.03

33.20

33.20

33.20

33.20

33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 1-  
 Skiploader (wheel type up to 3/4 yd. without  
 attachment) PREMIUM PAY: \$10.00 per hour shall be  
 paid on all Power Equipment Operator work on the  
 following Military Bases: China Lake Naval Reserve,  
 Vandenberg AFB, Point Arguello, Seely Naval Base,  
 Fort Irwin, Nebo Annex Marine Base, Marine Corp  
 Logistics Base Yermo, Edwards AFB, 29 Palms Marine  
 Base and Camp Pendleton Workers required to suit  
 up and work in a hazardous material environment:  
 \$2.00 per hour additional. Combination mixer and  
 compressor operator on gunite work shall be  
 classified as a concrete mobile mixer operator.....\$ 65.25 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &  
 HOISTING: GROUP 13 Crane operator (over 300 tons);  
 Derrick barge operator (over 300 tons); Helicopter  
 pilot; Hoist operator, stiff legs, Guy derrick or  
 similar type (over 300 tons); Mobile tower crane  
 operator (over 300 tons).....\$ 70.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &  
 HOISTING: GROUP 12- Crane operator (over 200 tons  
 up to and including 300 tons mrc); Derrick barge  
 operator (over 200 tons up to and including 300  
 tons mrc); Hoist operator, stiff legs, Guy derrick  
 or similar type (over 200 tons, up to and including  
 300 tons mrc); Mobile tower crane operator (over  
 200 tons, up to and including 300 tons mrc)  
 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL  
 POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING  
 MILITARY BASES: CHINA LAKE NAVAL RESERVE,  
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,  
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP  
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE  
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT  
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:  
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND  
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE  
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 69.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &  
 HOISTING: GROUP 11- Crane operator (over 100 tons  
 and up to and including 200 tons mrc); Derrick  
 barge operator (over 100 tons up to and including  
 200 tons mrc); Hoist operator, stiff legs, Guy  
 derrick or similar type (over 100 tons up to and  
 including 200 tons mrc); Mobile tower crane  
 operator (over 100 tons up to and including 200  
 tons mrc) ; Tower crane operator and tower gantry  
 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL  
 POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING  
 MILITARY BASES: CHINA LAKE NAVAL RESERVE,  
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,  
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP  
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE

BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT  
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:  
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND  
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE  
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 68.75

33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &  
 HOISTING: GROUP 10- Crane operator (over 50 tons  
 and up to and including 100 tons mrc); Derrick  
 barge operator (over 50 tons up to and including  
 100 tons mrc); Hoist operator, stiff legs, Guy  
 derrick or similar type (over 50 tons up to and  
 including 100 tons mrc), Mobile tower crane  
 operator (over 50 tons, up to and including 100  
 tons M.R.C.) PREMIUM PAY: \$10.00 PER HOUR SHALL  
 BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE  
 FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE,  
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,  
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP  
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE  
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT  
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:  
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND  
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE  
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.75

33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &  
 HOISTING: GROUP 9 Crane operator (over 25 tons and  
 up to and including 50 tons mrc); Derrick barge  
 operator (over 25 tons up to and including 50 tons  
 mrc); Highline cableway operator; Hoist operator,  
 stiff legs, Guy derrick or similar type (over 25  
 tons up to and including 50 tons mrc); K-crane  
 operator; Polar crane operator; Self erecting tower  
 crane operator maximum lifting capacity ten tons  
 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL  
 POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING  
 MILITARY BASES: CHINA LAKE NAVAL RESERVE,  
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,  
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP  
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE  
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT  
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:  
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND  
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE  
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.75

33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &  
 HOISTING: GROUP 8 Crane operator (up to and  
 including 25 ton capacity); Crawler transporter  
 operator; Derrick barge operator (up to and  
 including 25 ton capacity); Hoist operator, stiff  
 legs, Guy derrick or similar type (up to and  
 including 25 ton capacity); Shovel, backhoe,  
 dragline, clamshell operator (over 7 cu. yds.,  
 M.R.C.) PREMIUM PAY: \$10.00 PER HOUR SHALL BE

PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.58

33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 7 PEDESTAL CRANE OPERATOR; SHOVEL, BACKHOE, DRAGLINE, CLAMSHELL OPERATOR (OVER 5 CU. YDS. MRC); TOWER CRANE REPAIR; TUGGER HOIST OPERATOR (3 DRUM) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.41

33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 6 Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.29

33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 5 HYDRAULIC BOOM TRUCK; STINGER CRANE (AUSTIN-WESTERN OR SIMILAR TYPE); TUGGER HOIST OPERATOR (1 DRUM) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE

NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.18 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 4- Bridge-type unloader and turntable operator; Helicopter hoist operator PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.96 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 3- A-frame or winch truck operator; Ross carrier operator (jobsite) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.82 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 2- Truck crane oiler PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.53 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 1- Engineer oiler; Fork lift operator (includes loed, lull or similar types)

PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL  
 POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG  
 MILITARY BASES: CHINA LAKE NAVAL RESERVE,  
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,  
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP  
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE  
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT  
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:  
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND  
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE  
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.

.....\$ 64.75 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP  
 25- CONCRETE PUMP OPERATOR-TRUCK MOUNTED;  
 RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,  
 OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL  
 SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND  
 SIMILAR TYPE, OVER 50 CU. YDS. STRUCK); SPYDER  
 EXCAVATOR OPERATOR, WITH ALL ATTACHMENTS  
 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL  
 POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG  
 MILITARY BASES: CHINA LAKE NAVAL RESERVE,  
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,  
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP  
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE  
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT  
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:  
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND  
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE  
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR. \$ 68.08

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP  
 24- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,  
 OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL  
 SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK);  
 RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,  
 OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL  
 SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND  
 SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK)  
 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL  
 POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG  
 MILITARY BASES: CHINA LAKE NAVAL RESERVE,  
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,  
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP  
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE  
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT  
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:  
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND  
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE  
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.91

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP  
 23- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,  
 OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL  
 SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY

WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.79

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 22- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.68

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 21- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.58

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2-0 RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, OVER 50 YDS.

STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.41

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 19- ROTEX CONCRETE BELT OPERATOR (OR SIMILAR TYPES); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS.AND UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.29

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 18- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON

WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.18

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 17- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 50 CU. YDS. STRUCK); TANDEM TRACTOR OPERATOR (OPERATING CRAWLER TYPE TRACTORS IN TANDEM - QUAD 9 AND SIMILAR TYPE) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.08

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 16- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.91

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 15- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE-UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY

BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.79 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 14- CANAL LINER OPERATOR; CANAL TRIMMER OPERATOR; REMOTE- CONTROL EARTH-MOVING EQUIPMENT OPERATOR (OPERATING A SECOND PIECE OF EQUIPMENT: \$1.00 PER HOUR ADDITIONAL); WHEEL EXCAVATOR OPERATOR (OVER 750 CU. YDS.) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.71 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 13- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.68 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 12- AUTO GRADER OPERATOR; AUTOMATIC SLIP FORM OPERATOR; DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD, AUGER 200 CA OR SIMILAR TYPES - WATSON, AUGER 6000 OR SIMILAR TYPES - HUGHES SUPER DUTY, AUGER 200 OR SIMILAR TYPES - DRILLING DEPTH OF 175' MAXIMUM); HOE RAM OR SIMILAR WITH COMPRESSOR; MASS EXCAVATOR OPERATOR LESS THA 750 CU. YARDS; MECHANICAL FINISHING MACHINE OPERATOR; MOBILE FORM TRAVELER OPERATOR; MOTOR PATROL OPERATOR (MULTI-ENGINE); PIPE MOBILE MACHINE OPERATOR; RUBBER-TIRED EARTH- MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND

SIMILAR TYPE, OVER 50 CU. YDS. STRUCK);  
 RUBBER-TIRED SELF- LOADING SCRAPER OPERATOR  
 (PADDLE-WHEEL-AUGER TYPE SELF-LOADING - TWO (2) OR  
 MORE UNITS) PREMIUM PAY: \$10.00 PER HOUR SHALL BE  
 PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE  
 FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE,  
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,  
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP  
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE  
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT  
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:  
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND  
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE  
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.58 33.20  
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP  
 10- DRILLING MACHINE OPERATOR, BUCKET OR AUGER  
 TYPES (CALWELD 200 B BUCKET OR SIMILAR TYPES-WATSON  
 3000 OR 5000 AUGER OR SIMILAR TYPES-TEXOMA 900  
 AUGER OR SIMILAR TYPES-DRILLING DEPTH OF 105'  
 MAXIMUM); DUAL DRUM MIXER, DYNAMIC COMPACTOR LDC350  
 (OR SIMILAR TYPES); MONORAIL LOCOMOTIVE OPERATOR  
 (DIESEL, GAS OR ELECTRIC); MOTOR PATROL-BLADE  
 OPERATOR (SINGLE ENGINE); MULTIPLE ENGINE TRACTOR  
 OPERATOR (EUCLID AND SIMILAR TYPE-EXCEPT QUAD 9  
 CAT.); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR  
 (SINGLE ENGINE, OVER 50 YDS. STRUCK); PNEUMATIC  
 PIPE RAMMING TOOL AND SIMILAR TYPES; PRESTRESSED  
 WRAPPING MACHINE OPERATOR; RUBBER-TIRED  
 EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE,  
 OVER 50 YDS. STRUCK); RUBBER TIRED EARTH MOVING  
 EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCLID,  
 CATERPILLAR AND SIMILAR OVER 25 YDS. AND UP TO 50  
 YDS. STRUCK), TOWER CRANE REPAIRMAN; TRACTOR LOADER  
 OPERATOR (CRAWLER AND WHEEL TYPE OVER 6-1/2 YDS.);  
 WOODS MIXER OPERATOR (AND SIMILAR PUGMILL  
 EQUIPMENT) PREMIUM PAY: \$10.00 PER HOUR SHALL BE  
 PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE  
 FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE,  
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,  
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP  
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE  
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT  
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:  
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND  
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE  
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.41 33.20  
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP  
 8- ASPHALT OR CONCRETE SPREADING OPERATOR (TAMPING  
 OR FINISHING); ASPHALT PAVING MACHINE OPERATOR  
 (BARBER GREENE OR SIMILAR TYPE); ASPHALT-RUBBER  
 DISTRIBUTION OPERATOR; BACKHOE OPERATOR (UP TO AND  
 INCLUDING 3/4 YD.), SMALL FORD, CASE OR SIMILAR  
 TYPES; CABLE BUNDLING MACHINE OPERATOR (EXCLUDING

HANDHELD); CABLE TRENCHING MACHINE OPERATOR (SPIDER PLOW OR SIMILAR TYPES) CAST-IN-PLACE PIPE LAYING MACHINE OPERATOR; COMBINATION MIXER AND COMPRESSOR OPERATOR (GUNITE WORK); COMPACTOR OPERATOR (SELF-PROPELLED); CONCRETE MIXER OPERATOR (PAVING); CRUSHING PLANT OPERATOR; DRILL DOCTOR; DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 150 BUCKET OR SIMILAR TYPES - WATSON 1500, 2000 2500 AUGER OR SIMILAR TYPES - TEXOMA 700, 800 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 60' MAXIMUM); ELEVATING GRADER OPERATOR; GRADE CHECKER; GRADALL OPERATOR; GROUTING MACHINE OPERATOR; HEAVY-DUTY REPAIRMAN; HEAVY EQUIPMENT ROBOTICS OPERATOR; KALAMAZOO BALLISTE REGULATOR OR SIMILAR TYPE; KOLMAN BELT LOADER AND SIMILAR TYPE; LE TOURNEAU BLOB COMPACTOR OR SIMILAR TYPE; LOADER OPERATOR (ATHEY, EUCLID, SIERRA AND SIMILAR TYPES); MOBARK CHIPPER OR SIMILAR; OZZIE PADDER OR SIMILAR TYPES; P.C. SLOT SAW; PNEUMATIC CONCRETE PLACING MACHINE OPERATOR (HACKLEY-PRESSWELL OR SIMILAR TYPE); PUMPCRETE GUN OPERATOR; RCM CEMENTING UNIT OPERATOR, RAIL/SWITCH GRINDER OPERATOR (HARSCO OR SIMILAR TYPES) ROCK DRILL OR SIMILAR TYPES; ROTARY DRILL OPERATOR (EXCLUDING CAISSON TYPE); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE UP TO AND INCLUDING 25 YDS. STRUCK); RUBBER-TIRED SCRAPER OPERATOR (SELF-LOADING PADDLE WHEEL TYPE-JOHN DEERE, 1040 AND SIMILAR SINGLE UNIT); SELF- PROPELLED CURB AND GUTTER MACHINE OPERATOR; SHUTTLE BUGGY; SKIPLOADER OPERATOR (CRAWLER AND WHEEL TYPE OVER 1-1/2 YDS. UP TO AND INCLUDING 6-1/2 YDS.); SOIL REMEDIATION PLANT OPERATOR; SURFACE HEATERS AND PLANER OPERATOR; TRACTOR COMPRESSOR DRILL COMBINATION OPERATOR; TRACTOR OPERATOR (ANY TYPE LARGER THAN D-5 - 100 FLYWHEEL H.P. AND OVER, OR SIMILAR-BULLDOZER, TAMPER, SCRAPER AND PUSH TRACTOR SINGLE ENGINE); TRACTOR OPERATOR (BOOM ATTACHMENTS), TRAVELING PIPE WRAPPING, CLEANING AND BENDNG MACHINE OPERATOR; TRENCHING MACHINE OPERATOR (OVER 6 FT. DEPTH CAPACITY, MANUFACTURER'S RATING); TRENCHING MACHINE WITH ROAD MINER ATTACHMENT (OVER 6 FT DEPTH CAPACITY): ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM MECHANIC; WATER PULL (COMPACTION) OPERATOR PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE

BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS  
 AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON  
 WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS  
 MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL.  
 COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE  
 WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER  
 OPERATOR.....\$ 66.29

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP  
 6- ARTICULATING MATERIAL HAULER; ASPHALT PLANT  
 ENGINEER; BATCH PLANT OPERATOR; BIT SHARPENER;  
 CONCRETE JOINT MACHINE OPERATOR (CANAL AND SIMILAR  
 TYPE); CONCRETE PLANER OPERATOR; DANDY DIGGER; DECK  
 ENGINE OPERATOR; DERRICKMAN (OILFIELD TYPE);  
 DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES  
 (CALWELD 100 BUCKET OR SIMILAR TYPES - WATSON 1000  
 AUGER OR SIMILAR TYPES - TEXOMA 330, 500 OR 600  
 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 45'  
 MAXIMUM); DRILLING MACHINE OPERATOR; HYDROGRAPHIC  
 SEEDER MACHINE OPERATOR (STRAW, PULP OR SEED),  
 JACKSON TRACK MAINTAINER, OR SIMILAR TYPE;  
 KALAMAZOO SWITCH TAMPER, OR SIMILAR TYPE; MACHINE  
 TOOL OPERATOR; MAGINNIS INTERNAL FULL SLAB  
 VIBRATOR, MECHANICAL BERM, CURB OR GUTTER(CONCRETE  
 OR ASPHALT); MECHANICAL FINISHER OPERATOR  
 (CONCRETE, CLARY-JOHNSON-BIDWELL OR SIMILAR); MICRO  
 TUNNEL SYSTEM (BELOW GROUND); PAVEMENT BREAKER  
 OPERATOR (TRUCK MOUNTED); ROAD OIL MIXING MACHINE  
 OPERATOR; ROLLER OPERATOR (ASPHALT OR FINISH),  
 RUBBER-TIRED EARTH MOVING EQUIPMENT (SINGLE ENGINE,  
 UP TO AND INCLUDING 25 YDS. STRUCK); SELF-PROPELLED  
 TAR PIPELINING MACHINE OPERATOR; SKIPLOADER  
 OPERATOR (CRAWLER AND WHEEL TYPE, OVER 3/4 YD. AND  
 UP TO AND INCLUDING 1-1/2 YDS.); SLIP FORM PUMP  
 OPERATOR (POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR  
 CONCRETE FORMS); TRACTOR OPERATOR-BULLDOZER,  
 TAMPER-SCRAPER (SINGLE ENGINE, UP TO 100 H.P.  
 FLYWHEEL AND SIMILAR TYPES, UP TO AND INCLUDING D-5  
 AND SIMILAR TYPES); TUGGER HOIST OPERATOR (1 DRUM);  
 ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM  
 OPERATOR; VACUUM BLASTING MACHINE OPERATOR PREMIUM  
 PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER  
 EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY  
 BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB,  
 POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO  
 ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE  
 YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP  
 PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK  
 IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR  
 ADDITIONAL. COMBINATION MIXER AND COMPRESSOR  
 OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A  
 CONCRETE MOBILE MIXER OPERATOR.....\$ 66.18

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP  
 4- ASPHALT PLANT FIREMAN; BACKHOE OPERATOR

(MINI-MAX OR SIMILAR TYPE); BORING MACHINE OPERATOR; BOXMAN OR MIXERMAN (ASPHALT OR CONCRETE); CHIP SPREADING MACHINE OPERATOR; CONCRETE CLEANING DECONTAMINATION MACHINE OPERATOR; CONCRETE PUMP OPERATOR (SMALL PORTABLE);DIRECT PUSH OPERATOR (GEOPROBE OR SIMILAR TYPES) DRILLING MACHINE OPERATOR, SMALL AUGER TYPES (TEXOMA SUPER ECONOMATIC OR SIMILAR TYPES - HUGHES 100 OR 200 OR SIMILAR TYPES - DRILLING DEPTH OF 30' MAXIMUM); EQUIPMENT GREASER (GREASE TRUCK); GUARD RAIL POST DRIVER OPERATOR; HIGHLINE CABLEWAY SIGNALMAN; HYDRA-HAMMER-AERO STOMPER; MICRO TUNNELING (ABOVE GROUND TUNNEL); POWER CONCRETE CURING MACHINE OPERATOR; POWER CONCRETE SAW OPERATOR; POWER-DRIVEN JUMBO FORM SETTER OPERATOR; POWER SWEEPER OPERATOR; ROCK WHEEL SAW/TRENCHER; ROLLER OPERATOR (COMPACTING); SCREED OPERATOR (ASPHALT OR CONCRETE); TRENCHING MACHINE OPERATOR (UP TO 6 FT.); VACUUM OR MUCH TRUCK PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.96

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 3- ASPHALT-RUBBER BLEND OPERATOR; BOBCAT OR SIMILAR TYPE (SKID STEER); EQUIPMENT GREASER (RACK); FORD FERGUSON (WITH DRAGTYPE ATTACHMENTS); HELICOPTER RADIOMAN (GROUND); STATIONARY PIPE WRAPPING AND CLEANING MACHINE OPERATOR PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 64.67

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2- ASPHALT-RUBBER PLANT OPERATOR (NURSE TANK OPERATOR);COIL TUBING RIG OPERATOR, CONCRETE MIXER OPERATOR-SKIP TYPE; CONVEYOR OPERATOR; FIREMAN; FORKLIFT OPERATOR (INCLUDES LOED, LULL OR SIMILAR TYPES OVER 5 TONS; HYDROSTATIC PUMP OPERATOR; OILER

CRUSHER (ASPHALT OR CONCRETE PLANT); PETROMAT LAYDOWN MACHINE; PJU SIDE DUM JACK; SCREENING AND CONVEYOR MACHINE OPERATOR (OR SIMILAR TYPES); SKIPLOADER (WHEEL TYPE UP TO 3/4 YD. WITHOUT ATTACHMENT); TAR POT FIREMAN; TEMPORARY HEATING PLANT OPERATOR; TRENCHING MACHINE OILER PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 64.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 1- BARGEMAN; BRAKEMAN; COMPRESSOR OPERATOR; DITCH WITCH, WITH SEAT OR SIMILAR TYPE EQUIPMENT; ELEVATOR OPERATOR-INSIDE; ENGINEER OILER; FORKLIFT OPERATOR (INCLUDES LOED, LULL OR SIMILAR TYPES UNDER 5 TONS; GENERATOR OPERATOR; GENERATOR, PUMP OR COMPRESSOR PLANT OPERATOR; PUMP OPERATOR; SIGNALMAN; SWITCHMAN PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 63.40 33.20

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL, REINFORCING AND STRUCTURAL).	\$ 50.70	35.15
IRONWORKER (FENCE ERECTOR).....	\$ 45.78	26.51

LAB00220-001 07/01/2025

	Rates	Fringes
LABORER, TUNNEL: GROUP 3 BLASTER, DRILLER, POWDER PERSON; CHEMICAL GROUT JET PERSON; CHERRY PICKER PERSON; GROUT GUN PERSON; GROUT MIXER PERSON; GROUT PUMP PERSON; JACKLEG MINER; JUMBO PERSON; KEMPER AND OTHER PNEUMATIC CONCRETE PLACER OPERATOR; MINER, TUNNEL (HAND OR MACHINE); NOZZLE PERSON; OPERATING OF TROWELING AND/OR GROUTING MACHINES;		

POWDER PERSON (PRIMER HOUSE); PRIMER PERSON; SANDBLASTER; SHOTCRETE PERSON; STEEL FORM RAISER AND SETTER; TIMBER PERSON, RETIMBER PERSON, WOOD OR STEEL; TUNNEL CONCRETE FINISHER .....	\$ 54.38	25.74
LABORER, TUNNEL: GROUP 2 BULL GANG MUCKER, TRACK PERSON; CHUCKTENDER, CABLETENDER; CONCRETE CREW, INCLUDING RODDER AND SPREADER; LOADING AND UNLOADING AGITATOR CARS; VIBRATOR PERSON, JACK HAMMER, PNEUMATIC TOOLS (EXCEPT DRILLER).....	\$ 53.92	25.74
LABORER, TUNNEL: GROUP 1: BATCH PLANT LABORER; CHANGEHOUSE PERSON; DUMP PERSON; DUMP PERSON (OUTSIDE); SWAMPER (BRAKE PERSON AND SWITCH PERSON ON TUNNEL WORK); TUNNEL MATERIALS HANDLING PERSON; NIPPER; POT TENDER, USING MASTIC OR OTHER MATERIALS (FOR EXAMPLE, BUT NOT BY WAY OF LIMITATION, SHOTCRETE, ETC.);.....	\$ 53.60	25.74
LABORER, TUNNEL: GROUP 4: DIAMOND DRILLER; SANDBLASTER; SHAFT AND RAISE WORK.....	\$ 55.07	25.74
LABORER GROUP 5: BLASTER POWDER, ALL WORK OF LOADING HOLES, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; DRILLER: ALL POWER DRILLS, EXCLUDING JACKHAMMER, WHETHER CORE, DIAMOND, WAGON, TRACK, MULTIPLE UNIT, AND ANY AND ALL OTHER TYPES OF MECHANICAL DRILLS WITHOUT REGARD TO THE FORM OF MOTIVE POWER; TOXIC WASTE REMOVAL TUNNEL LABORER CLASSIFICATIONS.....	\$ 49.48	25.95
LABORER GROUP 4: ASPHALT RAKER, LUTE PERSON, IRONER, ASPHALT DUMP PERSON, AND ASPHALT SPREADER BOXES (ALL TYPES); CONCRETE CORE CUTTER (WALLS, FLOORS OR CEILINGS), GRINDER OR SANDER; CONCRETE SAW PERSON, CUTTING WALLS OR FLAT WORK, SCORING OLD OR NEW CONCRETE; CRIBBER, SHORER, LAGGING, SHEETING AND TRENCH BRACING, HAND-GUIDED LAGGING HAMMER; HEAD ROCK SLINGER; LABORER, ASPHALT- RUBBER DISTRIBUTOR BOOT PERSON; LASER BEAM IN CONNECTION WITH LABORERS' WORK; OVERSIZE CONCRETE VIBRATOR OPERATOR, 70 LBS. AND OVER; PIPELAYER PERFORMING ALL SERVICES IN THE LAYING AND INSTALLATION OF PIPE FROM THE POINT OF RECEIVING PIPE IN THE DITCH UNTIL COMPLETION OF OPERATION, INCLUDING ANY AND ALL FORMS OF TUBULAR MATERIAL, WHETHER PIPE, METALLIC OR NON-METALLIC, CONDUIT AND ANY OTHER STATIONARY TYPE OF TUBULAR DEVICE USED FOR THE CONVEYING OF ANY SUBSTANCE OR ELEMENT, WHETHER WATER, SEWAGE, SOLID GAS, AIR, OR OTHER PRODUCT WHATSOEVER AND WITHOUT REGARD TO THE NATURE OF MATERIAL FROM WHICH THE TUBULAR MATERIAL IS FABRICATED; NO-JOINT PIPE AND STRIPPING OF SAME; PREFABRICATED MANHOLE INSTALLER; SANDBLASTER (NOZZLE PERSON), WATER BLASTING, PORTA SHOT-BLAST.....	\$ 49.13	25.95
LABORER GROUP 3: BUGGYMOBILE PERSON; CONCRETE		

CUTTING TORCH; CONCRETE PILE CUTTER; DRILLER, JACKHAMMER, 2-1/2 FT. DRILL STEEL OR LONGER; DRI-PAK-IT MACHINE; GAS, OIL AND/OR WATER PIPELINE WRAPPER, 6-IN. PIPE AND OVER, BY ANY METHOD, INSIDE AND OUT; HIGH SCALER (INCLUDING DRILLING OF SAME); HYDRO SEEDER AND SIMILAR TYPE; IMPACT WRENCH MULTI-PLATE; KETTLE PERSON, POT PERSON AND WORKERS APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME CAUSTIC AND SIMILAR TYPE MATERIALS ("APPLYING" MEANS APPLYING, DIPPING, BRUSHING OR HANDLING OF SUCH MATERIALS FOR PIPE WRAPPING AND WATERPROOFING); OPERATOR OF PNEUMATIC, GAS, ELECTRIC TOOLS, VIBRATING MACHINE, PAVEMENT BREAKER, AIR BLASTING, COME-ALONGS, AND SIMILAR MECHANICAL TOOLS NOT SEPARATELY CLASSIFIED HEREIN; PIPELAYER'S BACKUP PERSON, COATING, GROUTING, MAKING OF JOINTS, SEALING, CAULKING, DIAPERING AND INCLUDING RUBBER GASKET JOINTS, POINTING AND ANY AND ALL OTHER SERVICES; ROCK SLINGER; ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; STEEL HEADERBOARD AND GUIDELINE SETTER; TAMPER, BARKO, WACKER AND SIMILAR TYPE; TRENCHING MACHINE, HAND-PROPELLED.....\$ 47.58

25.95

LABORER GROUP 2: ASPHALT SHOVELER; CEMENT DUMPER (ON 1 YD. OR LARGER MIXER AND HANDLING BULK CEMENT); CESSPOOL DIGGER AND INSTALLER; CHUCKTENDER; CHUTE HANDLER, POURING CONCRETE, THE HANDLING OF THE CHUTE FROM READYMIX TRUCKS, SUCH AS WALLS, SLABS, DECKS, FLOORS, FOUNDATION, FOOTINGS, CURBS, GUTTERS AND SIDEWALKS; CONCRETE CURER, IMPERVIOUS MEMBRANE AND FORM OILER; CUTTING TORCH OPERATOR (DEMOLITION); FINE GRADER, HIGHWAYS AND STREET PAVING, AIRPORT, RUNWAYS AND SIMILAR TYPE HEAVY CONSTRUCTION; GAS, OIL AND/OR WATER PIPELINE WRAPPER - POT TENDER AND FORM PERSON; GUINEA CHASER; HEADERBOARD PERSON - ASPHALT; LABORER, PACKING ROD STEEL AND PANS; MEMBRANE VAPOR BARRIER INSTALLER; POWER BROOM SWEEPER (SMALL); RIPRAP STONEPAVER, PLACING STONE OR WET SACKED CONCRETE; ROTO SCRAPER AND TILLER; SANDBLASTER (POT TENDER); SEPTIC TANK DIGGER AND INSTALLER(LEAD); TANK SCALER AND CLEANER; TREE CLIMBER, FALLER, CHAIN SAW OPERATOR, PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDER; UNDERGROUND LABORER, INCLUDING CAISSON BELLOWER.....\$ 47.03

25.95

LABORER GROUP 1: CLEANING AND HANDLING OF PANEL FORMS; CONCRETE SCREEDING FOR ROUGH STRIKE-OFF; CONCRETE, WATER CURING; DEMOLITION LABORER, THE CLEANING OF BRICK IF PERFORMED BY A WORKER PERFORMING ANY OTHER PHASE OF DEMOLITION WORK, AND THE CLEANING OF LUMBER; FIRE WATCHER, LIMBER, BRUSH LOADER, PILER AND DEBRIS HANDLER; FLAG PERSON; GAS, OIL AND/OR WATER PIPELINE LABORER; LABORER,

ASPHALT-RUBBER MATERIAL LOADER; LABORER, GENERAL OR  
 CONSTRUCTION; LABORER, GENERAL CLEAN-UP; LABORER,  
 LANDSCAPING; LABORER, JETTING; LABORER, TEMPORARY  
 WATER AND AIR LINES; MATERIAL HOSE OPERATOR (WALLS,  
 SLABS, FLOORS AND DECKS); PLUGGING, FILLING OF SHEE  
 BOLT HOLES; DRY PACKING OF CONCRETE; RAILROAD  
 MAINTENANCE, REPAIR TRACK PERSON AND ROAD BEDS;  
 STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS;  
 RIGGING AND SIGNALING; SCALER; SLIP FORM RAISER;  
 TAR AND MORTAR; TOOL CRIB OR TOOL HOUSE LABORER;  
 TRAFFIC CONTROL BY ANY METHOD; WINDOW CLEANER; WIRE  
 MESH PULLING - ALL CONCRETE POURING OPERATIONS.....\$ 46.48

25.95

LAB00220-004 11/01/2025

Rates

Fringes

BRICK TENDER.....\$ 42.60

22.13

LAB00300-005 07/01/2025

Rates

Fringes

ASBESTOS REMOVAL LABORER SCOPE OF WORK: INCLUDES  
 SITE MOBILIZATION, INITIAL SITE CLEANUP, SITE  
 PREPARATION, REMOVAL OF ASBESTOS-CONTAINING  
 MATERIAL AND TOXIC WASTE, ENCAPSULATION, ENCLOSURE  
 AND DISPOSAL OF ASBESTOS- CONTAINING MATERIALS AND  
 TOXIC WASTE BY HAND OR WITH EQUIPMENT OR MACHINERY;  
 SCAFFOLDING, FABRICATION OF TEMPORARY WOODEN  
 BARRIERS AND ASSEMBLY OF DECONTAMINATION STATIONS...\$ 46.48

25.93

LAB00345-001 07/01/2025

Rates

Fringes

LABORER, GUNITE: GROUP 3 REBOUNDMEN FOOTNOTE:  
 GUNITE PREMIUM PAY: WORKERS WORKING FROM A  
 BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE  
 SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING  
 APPLICABLE CLASSIFICATION RATES. WORKERS DOING  
 GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL  
 RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING  
 APPLICABLE CLASSIFICATION RATES, PAID ON A  
 PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN  
 OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR  
 SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS  
 IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK  
 MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN  
 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE  
 THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35  
 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION  
 WAGE RATE.....\$ 51.39

23.77

LABORER, GUNITE: GROUP 2 GUNMEN FOOTNOTE: GUNITE  
 PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S  
 CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL

RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES. WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION WAGE RATE.....\$ 54.93 23.77

LABORER, GUNITE: GROUP 1 RODMEN, NOZZLEMEN  
 FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES. WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION WAGE RATE.....\$ 55.88 23.77

LAB01184-001 07/01/2025

Rates

Fringes

LABORERS:, STRIPING/SLURRY SEAL: GROUP 4 STRIPER: LAYOUT AND APPLICATION OF TRAFFIC STRIPES AND MARKINGS; HOT THERMO PLASTIC; TAPE TRAFFIC STRIPES AND MARKINGS, INCLUDING TRAFFIC CONTROL; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT.....\$ 54.35 23.97

LABORERS:, STRIPING/SLURRY SEAL: GROUP 3 TRAFFIC DELINEATING DEVICE APPLICATOR: LAYOUT AND APPLICATION OF PAVEMENT MARKERS, DELINEATING SIGNS, RUMBLE AND TRAFFIC BARS, ADHESIVES, GUIDE MARKERS, OTHER TRAFFIC DELINEATING DEVICES INCLUDING TRAFFIC CONTROL. THIS CATEGORY INCLUDES ALL TRAFFIC RELATED SURFACE PREPARATION (SANDBLASTING, WATERBLASTING, GRINDING) AS PART OF THE APPLICATION PROCESS. TRAFFIC PROTECTIVE DELINEATING SYSTEM INSTALLER: REMOVES, RELOCATES, INSTALLS, PERMANENTLY AFFIXED ROADSIDE AND PARKING DELINEATION BARRICADES, FENCING, CABLE ANCHOR, GUARD RAIL, REFERENCE SIGNS, MONUMENT MARKERS; OPERATION OF ALL RELATED

MACHINERY AND EQUIPMENT; POWER BROOM SWEEPER.....	\$ 52.61	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 2 TRAFFIC SURFACE ABRASIVE BLASTER; POT TENDER - REMOVAL OF ALL TRAFFIC LINES AND MARKINGS BY ANY METHOD (SANDBLASTING, WATERBLASTING, GRINDING, ETC.) AND PREPARATION OF SURFACE FOR COATINGS. TRAFFIC CONTROL PERSON: CONTROLLING AND DIRECTING TRAFFIC THROUGH BOTH CONVENTIONAL AND MOVING LANE CLOSURES; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT....	\$ 50.60	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 1 PROTECTIVE COATING, PAVEMENT SEALING, INCLUDING REPAIR AND FILLING OF CRACKS BY ANY METHOD ON ANY SURFACE IN PARKING LOTS, GAME COURTS AND PLAYGROUNDS; CARSTOPS; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT; EQUIPMENT REPAIR TECHNICIAN.....	\$ 49.30	23.97
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (4) ELECTRONIC TRACKING LOCATOR.....	\$ 51.96	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (3) HORIZONTAL DIRECTIONAL DRILL OPERATOR.....	\$ 49.96	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (2) VEHICLE OPERATOR/HAULER.....	\$ 48.11	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (1) DRILLING CREW LABORER.....	\$ 47.94	20.86

LAB01414-003 08/06/2025

Rates

Fringes

LABORER: PLASTER TENDER WORK ON A SWING STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL. WORK AT MILITARY BASES - \$3.00 ADDITIONAL PER HOUR: CORONADO NAVAL AMPHIBIOUS BASE, FORT IRWIN, MARINE CORPS AIR STATION-29 PALMS, IMPERIAL BEACH NAVAL AIR STATION, MARINE CORPS LOGISTICS SUPPLY BASE, MARINE CORPS PICKLE MEADOWS, MOUNTAIN WARFARE TRAINING CENTER, NAVAL AIR FACILITY-SEELEY, NORTH ISLAND NAVAL AIR STATION, VANDENBERG AFB.....	\$ 48.72	25.97
LABORER: PLASTER CLEAN-UP LABORER WORK ON A SWING STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL. WORK AT MILITARY BASES - \$3.00 ADDITIONAL PER HOUR: CORONADO NAVAL AMPHIBIOUS BASE, FORT IRWIN, MARINE CORPS AIR STATION-29 PALMS, IMPERIAL BEACH NAVAL AIR STATION, MARINE CORPS LOGISTICS SUPPLY BASE, MARINE CORPS PICKLE MEADOWS, MOUNTAIN WARFARE TRAINING CENTER, NAVAL AIR FACILITY-SEELEY, NORTH ISLAND NAVAL AIR STATION, VANDENBERG AFB.....	\$ 46.17	25.97

PAIN0036-002 07/01/2023

Rates

Fringes

PAINTERS: INCLUDING LEAD ABATEMENT: (1) JOURNEYMAN PAINTER.....	\$ 36.44	18.58
PAINTERS, INCLUDING LEAD ABATEMENT: (5) ALL OTHER WORK.....	\$ 36.44	18.58

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PAIN0036-008 09/01/2024		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

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PAIN0036-015 01/01/2025		
	Rates	Fringes
GLAZIER FOOTNOTE: ADDITIONAL \$1.25 PER HOUR FOR WORK IN A CONDOR, FROM THE THIRD (3RD) FLOOR AND UP ADDITIONAL \$1.25 PER HOUR FOR WORK ON THE OUTSIDE OF THE BUILDING FROM A SWING STAGE OR ANY SUSPENDED CONTRIVANCE, FROM THE GROUND UP.....	\$ 53.05	30.64

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PAIN1247-002 01/01/2025		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

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PLAS0200-006 08/03/2022		
	Rates	Fringes
PLASTERER VANDENBURG AFB: \$3.00 ADDITIONAL PER HOUR.....	\$ 47.37	19.64

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PLAS0500-002 07/01/2025		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 47.70	27.07

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PLUM0016-004 09/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (WORK ONLY ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK)....	\$ 44.29	24.16
PLUMBER/PIPEFITTER (ALL OTHER WORK EXCEPT WORK ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANT, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE AND WORK ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK).....	\$ 61.73	26.81
PLUMBER/PIPEFITTER VANDENBURG AIR FORCE BASE.....	\$ 66.23	26.81
PLUMBER/PIPEFITTER (WORK ONLY ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANTS, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE).....	\$ 59.85	25.83

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PLUM0345-001 09/01/2025		
	Rates	Fringes
PLUMBER (SEWER & STORM DRAIN WORK).....	\$ 48.84	23.58
PLUMBER (LANDSCAPE/IRRIGATION FITTER).....	\$ 44.75	26.20

ROOF0036-002 08/01/2025

Rates

Fringes

ROOFER FOOTNOTE: PITCH PREMIUM: WORK ON WHICH EMPLOYEES ARE EXPOSED TO PITCH FUMES OR REQUIRED TO HANDLE PITCH, PITCH BASE OR PITCH IMPREGNATED PRODUCTS, OR ANY MATERIAL CONTAINING COAL TAR PITCH, THE ENTIRE ROOFING CREW SHALL RECEIVE \$1.75 PER HOUR ""PITCH PREMIUM"" PAY.....\$ 52.63

20.73

SFCA0669-014 01/01/2026

Rates

Fringes

SPRINKLER FITTER.....\$ 49.69

29.72

SHEE0273-002 08/01/2019

Rates

Fringes

SHEET METAL WORKER HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY & FRIDAY AFTER, CHRISTMAS DAY.....\$ 45.48

30.05

TEAM0011-002 07/01/2025

Rates

Fringes

TRUCK DRIVER GROUP 12 BOOM TRUCK 17K AND ABOVE WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 44.05

35.69

TRUCK DRIVER GROUP 11 WATER PULL - TWIN ENGINE; WATER PULL - TWIN ENGINE WITH ATTACHMENTS; WINCH TRUCK DRIVER - \$1.25 ADDITIONAL WHEN OPERATING WINCH OR SIMILAR SPECIAL ATTACHMENTS WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 43.62

35.69

TRUCK DRIVER GROUP 10 DUMP TRUCK - 50 YDS. OR MORE WATER LEVEL; WATER PULL - SINGLE ENGINE WITH ATTACHMENT WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS

LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 43.12	35.69
TRUCK DRIVER GROUP 9 TRUCK REPAIR PERSON/WELDER; LOW BED DRIVER, 9 AXLES OR OVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.82	35.69
TRUCK DRIVER GROUP 8 DUMP TRUCK, 25 YDS. TO 49 YDS. WATER LEVEL; TRUCK REPAIR PERSON; WATER PULL - SINGLE ENGINE; WELDER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.62	35.69
TRUCK DRIVER GROUP 7.....\$ 42.37	35.69
TRUCK DRIVER GROUP 6 TRANSIT MIX TRUCK, 3 YDS. OR MORE; DUMPCRETE TRUCK, 6-1/2 YDS. WATER LEVEL AND OVER; VEHICLE OR COMBINATION OF VEHICLES - 4 OR MORE AXLES; OIL SPREADER TRUCK; DUMP TRUCK, 16 YDS. TO 25 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...\$ 42.12	35.69
TRUCK DRIVER GROUP 5 WATER TRUCK, 3 OR MORE AXLES; TRUCK GREASER AND TIRE PERSON (\$0.50 ADDITIONAL FOR TIRE PERSON); PIPELINE AND UTILITY WORKING TRUCK DRIVER, INCLUDING WINCH TRUCK AND PLASTIC FUSION, LIMITED TO PIPELINE AND UTILITY WORK; SLURRY TRUCK DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.09	35.69
TRUCK DRIVER GROUP 4 DRIVER OF TRANSIT MIX TRUCK, UNDER 3 YDS.; DUMPCRETE TRUCK, LESS THAN 6-1/2 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO,	

POINT CONCEPTION, VANDENBERG AFB].....\$ 42.06	35.69
TRUCK DRIVER GROUP 3 DRIVER OF VEHICLE OR COMBINATION OF VEHICLES - 3 AXLES; BOOT PERSON; CEMENT MASON DISTRIBUTION TRUCK; FUEL TRUCK DRIVER; WATER TRUCK - 2 AXLE; DUMP TRUCK, LESS THAN 16 YDS. WATER LEVEL; EROSION CONTROL DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 41.87	
	35.69
TRUCK DRIVER GROUP 2 DRIVER OF VEHICLE OR COMBINATION OF VEHICLES - 2 AXLES; TRAFFIC CONTROL PILOT CAR EXCLUDING MOVING HEAVY EQUIPMENT PERMIT LOAD; TRUCK MOUNTED BROOM WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...\$ 41.74	
	35.69
TRUCK DRIVER GROUP 1 TRUCK DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 41.59	
	35.69

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO

is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The **◆SU◆** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

**◆SU◆** wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The **◆SA◆** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **◆SA◆** identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210.

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 END OF GENERAL DECISION"

**Project 24-2313 CUP/CDP - Conditions of Approval**

**PLANNING COMMISSION HEARING  
PROJECT 24-2313 CUP/CDP  
SEPTEMBER 2, 2025**



**EXHIBIT 3: CONDITIONS OF APPROVAL  
CARPINTERIA ADVANCED WATER PURIFICATION AND AQUIFER  
RECHARGE PROJECT**

The Conditions set forth in this permit affect the title and possession of the real property that is the subject of this permit and shall run with the real property or any portion thereof. All the terms, covenants, conditions and restrictions herein imposed shall be binding upon and inure to the benefit of the owner (applicant, developer), his or her heirs, administrators, executors, successors and assigns. Upon any sale, division or lease of real property, all the conditions of this permit shall apply separately to each portion of the real property and the owner (applicant, developer) and/or possessor of any such portion shall succeed to and be bound by the obligations imposed on the owner (applicant, developer) by this permit.

**PROJECT DESCRIPTION**

1. This Conditional Use Permit and Coastal Development Permit is based upon and limited to compliance with the project description, the hearing exhibits (Attachment A, Exhibit 2, and Attachment B to the staff report dated September 2, 2025) and conditions of approval set forth below. Any deviations from the project description, exhibits or conditions must be reviewed and approved by the City for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

The project description is as follows:

*The Carpinteria Valley Water District seeks approval of a Conditional Use Permit and Coastal Development Permit (CUP/CDP) from the City of Carpinteria to allow the construction and operation of the four primary Carpinteria Advanced Purification Project (CAPP) (project) components consisting of (1) a new advanced water purification facility (AWPF) to be located on the existing CSD wastewater treatment facility site at 5351 Sixth Street, (2) a purified water conveyance pipeline and a backwash water conveyance pipeline installed underground within the city public road rights-of-way along portions of Olive Avenue, Sixth Street, Maple Avenue, Carpinteria Avenue, Eugenia Place, Linden Avenue, and Meadow View Lane that will transport the treated water to the aquifer injection sites and backwash water from the injection well sites to the sanitary sewer system, (3) two purified water aquifer injection wells which will be located at two sites: (a) near the western terminus of Meadow View Lane near the Franklin Creek channel, and (b) on the Saint Joseph Church property located at 1532 Linden Avenue, and (4) three*

*aquifer water level and quality monitoring wells which will be installed near the southeast corner of the Saint Joseph Church play field.*

*A second monitoring wells cluster, associated with the proposed Meadow View Lane injection well is proposed to be located on the agricultural property across Franklin Creek and outside of the incorporated City boundary. This project component will require separate permits and approval from the County of Santa Barbara and is not part of this approval action by the City.*

The Planning Commission Staff Report dated September 2, 2025, the Final Environmental Impact Report (FEIR), dated December 11, 2019, and Addendum No. 1, dated October 2024, provide a more detailed description of the project components, summarized above, as well as the construction schedule, environmental impacts and mitigation and environmental commitments findings.

The grading, development, use, and maintenance of the properties, utilities, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and in the Planning Commission Staff Report and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval hereto. All plans (such as Construction Traffic Management and Grading Plans) must be submitted for review and approval and shall be implemented as approved by the City.

#### **MITIGATION MEASURES FROM THE CERTIFIED PROJECT EIR & ADDENDUM NO. 1**

The following mitigation measures were adopted as part of the certified EIR and Addendum, and are hereby incorporated as project conditions of approval.

2. **MM 3.1-4 Minimize Light and Glare.** CVWD shall ensure that all construction and operational lighting is the lowest intensity necessary for public safety purposes. Lighting shall be of low intensity, shall be directed downward and at the immediate work area, and shall be shielded to minimize halo and spillover effects. Lighting shall also be directed away from sensitive habitats and receptors, and away from neighboring residential areas. Additional protective measures, such as light glare shields, may be used if light sources are still directly visible from neighboring residential areas or interferes with scenic views after lighting is installed and oriented as described in this mitigation measure.
3. **MM 3.4-1a Worker Environmental Awareness Program.** Prior to initiation of all construction activities (including staging and mobilization), all personnel associated with project construction shall attend a Worker Environmental Awareness Program training, conducted by a qualified biologist, to assist workers in recognizing special status biological resources that may occur in the Area of

Potential Effect (APE). This training will include information about southern California steelhead, tidewater goby, protected nesting birds, marine mammals, as well as other special status species potentially occurring in the APE. The specifics of this program shall include identification of special status species and habitats, a description of the regulatory status and general ecological characteristics of special status resources, and review of the limits of construction and measures required to avoid and minimize impacts to biological resources within the work area. Training for workers who will be involved with the ocean outfall improvements will also include vessel-based monitoring training for identification of marine mammals. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employees, and other personnel involved with construction of the Proposed Project. All employees shall sign a form provided by the trainer documenting they have attended the WEAP and understand the information presented to them. The crew foreman shall be responsible for ensuring crew members adhere to the guidelines and restrictions designed to avoid impacts to special status species. If new construction personnel are added to the project, the crew foreman shall ensure that the new personnel receive the WEAP training before starting work. The subsequent training of personnel can include Video tape of the initial training and/or the use of written materials rather than in-person training by a biologist.

4. **MM 3.4-1b Nesting Bird Surveys.** To avoid disturbance of nesting and special status birds, including raptor species protected by the Migratory Bird Treaty Act of 1918 (MBTA) and CFGC 3503, activities related to the project including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season for migratory birds (February 1 through August 31), if practicable. If construction must begin during the breeding season, then a preconstruction nesting bird survey shall be conducted no more than seven days prior to initiation of ground disturbance and vegetation removal activities. The nesting bird pre-construction survey shall be conducted on foot inside the project footprint, including a 100-foot buffer (300-foot for raptors), and in inaccessible areas (e.g., private lands) from afar using binoculars to the extent practicable. The survey shall be conducted by a biologist familiar with the identification of avian species known to occur in southern California coastal communities. If nests are found, an avoidance buffer (dependent upon the species, the proposed work activity, and existing disturbances associated with land uses outside of the site) shall be determined and demarcated by the biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. No ground-disturbing activities shall occur inside this buffer until the avian biologist has confirmed that breeding/nesting is completed, and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified

5. **MM 3.4-1c Avoidance of Monarch Butterfly Winter Roost Sites.** To minimize indirect project impacts to potential monarch butterfly roosts, monarch butterfly roosts shall be avoided during all construction activities related to project activities, tree removal/trimming, vegetation clearing, and grading activities (collectively, “land clearing activities”). This can be accomplished by implementing either one of the following options:
  1. Prohibit land clearing activities during the monarch wintering season (October 1 through March 1); or,
  2. Conduct site-specific surveys prior to land clearing activities during the monarch wintering season (October 1 through March 1) and avoid monarch roosts.

If Option 2 is selected, surveys (described below) shall be conducted to identify any monarch roosts in the area proposed for disturbance. Monarch roosts shall be avoided during the wintering season by establishing a 50-foot buffer between land clearing activity and the roost. An initial monarch survey shall be conducted of all potentially suitable habitat areas within the APE 30-days prior to the initiation of land Clearing activities. The project site must continue to be surveyed on a weekly basis with the last survey completed no more than 7 days prior to the initiation of land clearing activities. The monarch butterfly survey must cover monarch wintering habitat within the APE. If monarch roosts are found, land clearing activities within 50 feet surrounding the roost shall be postponed or halted while the monarchs are present (typically October 1 through March 1). Construction activities may occur outside of the 50-foot setback areas during this time.

6. **Mitigation Measure MM 3.4-2 Sensitive Habitat Fencing.** Prior to project mobilization, where the project is adjacent to native habitat (i.e., environmentally sensitive habitat area [ESHA], riparian habitat, wetland, sensitive natural communities), a certified biologist would identify native habitat to avoid, and temporary construction fencing shall be erected by the contractor at the edge of the temporary construction easement to avoid impacts to the habitat throughout the duration of construction.
7. **Mitigation Measure MM 3.4-3a Disturbance Area and Staging.** Areas of temporary disturbance shall be minimized to the extent practicable. Staging and laydown areas shall be limited to sites unvegetated, previously disturbed (e.g., rights-of-way [ROWs], parking lots), and community parks (areas consisting of ruderal vegetation, ornamental landscaping, and outside of the Tree Protection Zone [TPZ; dripline plus 6 feet] of protected trees)
8. **Mitigation Measure MM 3.4-3b Material Storage.** Materials shall be stored on impervious surfaces or plastic ground covers to prevent any spills or leakage. Material storage shall be at least 50 feet from Franklin Creek, Carpinteria Creek, and Carpinteria State Beach unless otherwise allowed under applicable permits. Any material/spoils from project activities shall be located and stored 50 feet from

potential jurisdictional areas (Franklin Creek, Carpinteria Creek, and Carpinteria State Beach), unless otherwise allowed under applicable permits. Construction materials and spoils shall be protected from stormwater runoff using temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate.

9. **Mitigation Measure MM 3.4-3c Construction Best Management Practices.** To avoid and/or minimize potential indirect impacts to jurisdictional waters and water quality, the following Best Management Practices shall be implemented within 50 feet of Franklin Creek, Carpinteria Creek, and the stormwater drain:
  - a. Prevent the off-site tracking of loose construction and landscape materials by implementing street sweeping, vacuuming, and rumble plates, as appropriate.
  - b. Prevent the discharge of silt or pollutants off of the site when working adjacent to potentially jurisdictional waters. Install best management practices (BMPs) (i.e., silt barriers, sand bags, straw bales) as appropriate.
  - c. Work adjacent to Franklin and Carpinteria Creeks shall ensure no wash water enters the receiving water bodies, through measures that may include locating site washout areas at least 50 feet from a storm drain, open ditch or surface water or implementation of barriers to control runoff, such that runoff flows from such activities do not enter receiving water bodies.
  - d. All vehicles and equipment shall be in good working condition and free of leaks. The contractor shall prevent oil, petroleum products, or any other pollutants from contaminating the soil or entering a watercourse (dry or otherwise). When vehicles or equipment are stationary, mats or drip pans shall be placed below vehicles to contain fluid leaks.
  - e. All re-fueling, cleaning, and maintenance of equipment will occur at least 50 feet from potentially jurisdictional waters (Franklin Creek, Carpinteria Creek, and the roadside storm water drain).
  - f. Any spillage of material will be stopped if it can be done safely. The contaminated area will be cleaned, and any contaminated materials properly disposed. For all spills, the project foreman or other designated liaison will notify CVWD immediately.
  - g. Adequate spill prevention and response equipment shall be maintained on site and readily available to implement to ensure minimal impacts to the aquatic and marine environments.
  
10. **Mitigation Measure MM 3.4-5 Tree Protection Zone Restrictions.** Components of the project footprint that occur within 20 feet of the canopy drip line of protected trees shall be subject to the following:
  - a. No ground disturbance, grading, trenching, construction activities or structural development shall occur within the tree protection zone (TPZ; dripline plus 6 feet).
  - b. No equipment, soil, or construction materials shall be placed within the TPZ. No oil, gasoline, chemicals, paints, solvents, or other damaging materials may

be deposited within the TPZ or in drainage channels, swales or areas that may lead to the TPZ.

- c. If work within the TPZ cannot be avoided, a qualified arborist shall monitor all activities
  - d. within the TPZ of protected trees.
  - e. Unless otherwise directed by the arborist, all work within the TPZ, including brush clearance, digging, trenching and planting, shall be done with hand tools or small hand-held power tools that are of a depth and design that will not cause root damage.
  - f. Where trenching or digging within the TPZ is specifically permitted, the work shall be conducted in a manner that minimizes root damage, as directed by an arborist.
  - g. Grade changes outside of the TPZ shall not significantly alter drainage to protected trees. Grading within the TPZ shall use methods that minimize root damage and ensure that roots are not cut off from air. Where erosion may be a factor return and protect the original grade or otherwise stabilize the soil.
  - h. Protected trees shall not be used for posting signs, electrical wires or pulleys; for supporting structures; and shall be kept free of nails, screws, rope, wires, stakes and other unauthorized fastening devices or attachments.
11. **MM 3.6-2a Archaeological and Native American Monitoring.** CVWD shall retain a qualified archaeological and Native American monitor to be present during ground disturbing activities such as grading, trenching, or excavation within the vicinity of Prehistoric Archeological Site CA-SBA-7 (CA-SBA-7) (the AWPf and directly adjacent conveyance pipelines). Archeological monitoring shall be performed during initial ground disturbance only (not entire construction timeframe) under the direction of an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archeology (National Park Service, 1983). Native American monitoring should be provided by a locally affiliated tribal member. Monitors shall have the authority to halt and redirect work should any archaeological resources be identified during monitoring. If archaeological resources are encountered during ground-disturbing activities, work in the immediate vicinity area must halt and the find evaluated for listing in the California Register of Historical Resources (California Register) and the National Register of Historic Places. Archaeological or Native American monitoring or both may be reduced or halted at the discretion of the monitors, in consultation with CVWD, as warranted by conditions such as encountering bedrock, sediments being excavated are fill, or negative findings during the first 60% of rough grading. If monitoring is reduced to spot-checking, spot-checking shall occur when ground-disturbances moves to a new location within the project site and when ground disturbance will extend to depths not previously reached (unless those depths are within bedrock).
12. **MM 3.6-2b Unanticipated Discovery of Cultural Resources.** If cultural resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the

Interior's Professional Qualification Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the find. If the discovery proves to be significant under the National Historic Preservation Act of 1966 (NHPA) and/or CEQA, additional work such as data recovery excavation and Native American consultation shall occur, as necessary, to mitigate any significant impacts or adverse effects.

13. **MM 3.6-3 Unanticipated Discovery of Human Remains.** In the event of an unanticipated discovery of human remains, the County Coroner shall be notified immediately, and no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98 in accordance with the State of California Health and Safety Code Section 7050.5. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission, which will determine and notify a most likely descendant. The most likely descendant has 48 hours from being granted access to the site to make recommendations for the disposition of the remains. If the most likely descendant does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from subsequent disturbance.
14. **MM 3.8-1 Complete a Geotechnical Analysis, Assess Potential for Liquefaction and Expansive Soils and Incorporate Protective Measures.** All of the Proposed Project's components would be located within an area of high expansive soils or an area at risk for liquefaction. During design for all project components, CVWD shall complete an engineering geotechnical and soils report that assesses potential for seismic-related risks and liquefaction. CVWD shall incorporate protective measures as necessary, based on the findings of the geotechnical and soils report. Pipelines shall be installed within consolidated engineered backfill. Protective measures may include the use of specific materials (e.g., pvc instead of cement pipes), design features such as thickness of pipes or foundations, methods that comply with standards and regulations for areas with potential for liquefaction, or selection of materials resistant to the effects of liquefaction.
15. **MM 3.8-6 Fossil Discovery, Preparation, and Curation.** In the event an unanticipated fossil discovery is made during the course of the project development, then in accordance with SVP (2010) guidelines, a qualified professional paleontologist should be retained in order to examine the find and to determine if further paleontological resources mitigation is warranted. The paleontologist shall have the authority to temporarily direct, divert or halt construction activity to ensure fossil(s) can be assessed for scientific significance and if necessary, removed in a safe and timely manner. Once salvaged, significant fossils shall be identified to the lowest possible taxonomic level, prepared to a curation- ready condition and curated in a scientific institution with a permanent paleontological collection (such as the Natural History Museum of Los Angeles County) along with all pertinent field notes, photos, data, and maps.

16. **MM 3.10-1a Preparation of Hazardous Materials Business Plan.** CSD shall amend its existing Hazardous Materials Business Plan (HMBP) for the WWTP to address the addition of the AWPf and pump station. The HMBP shall include, at a minimum, a hazardous materials inventory, site plan, emergency response plan, and requirements for employee training. The HMBP shall be amended prior to the use and storage of chemicals during construction or operation of the Proposed Project. The HMBP shall inform staff and contractors of the chemicals that may be used at the site and how to respond to potential hazardous material emergencies or exposure. CSD shall confirm training and signage included in the HMBP are completed and posted at the AWPf and associated chemical storage. CSD shall confirm that the hazardous materials inventory is consistent with chemicals ordered by contractors during construction and by CSD for operation and maintenance of the AWPf, pump station, and associated facilities.
17. **MM 3.10-1b Hazardous Materials Management and Spill Prevention and Control Plan.** Before construction begins, CVWD and CSD shall require its construction contractor to prepare a Hazardous Materials Management Spill Prevention and Control Plan that includes a project specific contingency plan for hazardous materials and waste operations. The Plan will be applicable to construction activities and will establish policies and procedures according to applicable codes and regulations, including but not limited to the California Building and Fire Codes, and federal and California Occupational Safety and Health Administration (Cal/OSHA) regulations, to minimize risks associated with hazardous materials spills. Elements of the Plan will include, but not be limited to the following:  
A discussion of hazardous materials management, including delineation of hazardous material storage areas, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;
- Notification and documentation of procedures; and
  - Spill control and countermeasures, including employee spill prevention/response training.
18. **MM 3.10-4 Contingency Plan for Contaminated Soil and/or Groundwater.** If Well Site #6 or the Southern Potential Pipeline Alignment along 6th Street at Linden Avenue are selected as components of the Proposed Project, CVWD shall conduct a Phase I Environmental Site Assessment to evaluate the potential for contaminated soils within the Proposed Project footprint. If the Phase I Environmental Site Assessment is positive, CVWD shall conduct soils testing prior to excavation activities in those sites to evaluate the risk of encountering contaminated soils. If soils testing finds contaminated soils or groundwater, construction will be halted in the area and the type and extent of the contamination shall be evaluated. CVWD will develop a contingency plan to dispose of contaminated soils or groundwater through consultation with appropriate regulatory agencies prior to continuation of work. The contingency plan may include, but not be limited to, a plan for safe handling of contaminated soils, a description of the required personal protective equipment for workers during excavation of

contaminated soils, and identification of proper disposal sites and methods. CVWD will designate a monitor to confirm compliance with the contingency plan during excavation activities in the contaminated area.

19. **MM 3.10-7 Implement Construction Equipment and Staging Area BMPs.**  
CVWD and CSD contractors shall be required to clear construction staging areas of dried vegetation and other material that could ignite, and store equipment that heats up only in cleared areas. CVWD and CSD contractors shall be required to keep all construction equipment in good working order and equipped with spark arrestors to prevent potential sparks. CVWD and CSD shall require its contractor to use a spotter during welding activities, and shall require that fire extinguishers are available at all construction sites. Confirmation of these practices will be made by CVWD or CSD staff or their designated representative through periodic site visits.
  
20. **MM 3.14-1a. Noise Control Measures to Reduce Construction Noise.**  
In order to comply with the affected City and County Municipal Codes and noise ordinances, CVWD's and CSD's construction contractors shall implement the following measures:
  - **Limit Construction Hours:** Construction hours shall be limited to times authorized under the City and County Municipal Codes and as allowed by applicable permits. Within the City of Carpinteria, noise generating construction will be limited to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, and prohibited on Saturday and Sunday, unless otherwise necessary. Non-noise generating project activities, including but not limited to equipment maintenance, refueling, preparations, and on-site meetings, would not be subject to these time limits unless otherwise specified in applicable permits. After-hours permits may be acquired if determined that it is required and serves the public interest. For the County of Santa Barbara, construction-related noise is restricted between 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and midnight and 7:00 a.m. Friday and Saturday to levels less than 60 dB at the edge of the property line, or those that are not clearly discernable 100 feet from the property line.
  - **After-Hours Construction:** If construction outside of the City and County restricted hours is required, CVWD and CSD shall obtain CUP approval for such activities prior to initiation of construction. For each site requiring after-hours construction within 1,000 feet of residential areas, CVWD or its contractor shall install a temporary sound wall barrier around the site of construction activities. The sound wall barrier shall be 24 feet in nominal height with blanketed wall panels having a minimum sound transmission class rating of 25 to mitigate noise levels to less than 75 dBA CNEL at the property line of the receptor. Sound levels shall be continuously monitored throughout construction activities to ensure adequate noise reduction.
  - **Construction at St. Joseph's Church:** Where construction permits allow construction on Sundays, drilling of the injection well at Well Site #3 shall be temporarily halted during Mass on Sundays. Drilling may resume between mass times as determined necessary by the drilling contractor to maintain

integrity of the borehole. Sunday Mass times are scheduled at 7:00 a.m., 9:00 a.m., 11:00 a.m., and 5:30 p.m. and last for approximately 1 hour.

Construction contractor shall coordinate with St. Joseph's Church staff on specific times drilling will stop and recommence on Sundays to avoid drilling during Sunday Mass. Specific Sunday Mass hours provided by St. Joseph's Church staff shall take precedence over the times listed here.

- **Equipment Location and Shielding:** CVWD and CSD shall require its contractors to locate stationary noise-generating construction equipment such as air compressors and generators as far as possible from homes and businesses within the City of Carpinteria. At the well sites, the contractor shall install a temporary sound barrier between the construction site and potential sensitive receptors such as residential areas or schools during construction to mitigate elevated noise levels. Sound barriers may include sound blankets or sound walls, or other appropriate features. The final selection of noise barriers will be reviewed and approved by CVWD and the City during the CUP approval process.
- **Temporary Housing during After-Hours Construction:** For residences within 100 feet of nighttime drilling where sound attenuation may be unable to reduce noise levels to 75 dBA at the property line, CVWD may temporarily provide alternative housing (e.g., hotel accommodations) for those residents who request such accommodations and whose properties fall within areas where afterhours construction noises cannot feasibly be mitigated to less than 75 dBA
- **Locate Staging Areas away from Sensitive Receptors:** The contractor shall select construction staging areas as far as feasibly possible from sensitive receptors. Prior to construction, the construction contractor shall identify and receive approval of the construction staging areas from the City of Carpinteria Public Works Department via written approval from a City engineer.
- **Install and Maintain Mufflers on Construction Equipment in Excess of 85 dBA:** Construction equipment that generates noise in excess of 85 dBA at 100 feet shall be fitted with mufflers to reduce noise to less than 85 dBA when measured 100 feet from the equipment. CVWD and CSD shall require the contractor to maintain construction equipment with specified noise-muffling devices to achieve stated performance measures. Noise testing shall be required to demonstrate the equipment has been installed and is properly reducing noise levels.
- **Idling Prohibition and Enforcement:** CVWD and CSD shall prohibit unnecessary idling of internal combustion engines. In practice, this would mean turning off equipment if it would not be used for five or more minutes.
- **Install Measures to Reduce Vibration:** Should pile driving or a vibratory roller be required for Proposed Project construction, the contractor shall conduct vibration monitoring at any residences or buildings located less than 50 feet from construction activities using such equipment. Ground vibration levels at the nearest residential structure to the construction site shall be monitored using vibration sensor(s) or velocity transducer with adequate

sensitivity capable of measuring peak particle velocity level in the frequency range of 1 Hz to 100 Hz. If the vibration level due to construction activities exceeds the Proposed Project's criteria of 0.2 inch/second, the contractor shall make modifications/revisions to construction methods for approval by CVWD and CSD. Measures may include features such as use of roller compactor in lieu of vibratory compactors to ensure that the PPV remains at less than the 0.2 inch/second threshold.

- **Pre-Construction Notification:** At least two weeks prior to construction, written notifications to residents within 500 feet of the Proposed Project shall be sent, identifying the type, duration, and frequency of construction activities. For sensitive receptors, written notification shall either be hand-delivered or sent via certified mail. Signage shall also be posted at the construction site. Notifications shall also identify a mechanism for residents to complain to CVWD for construction related noise. As required by the California Coastal Commission, noticing to mariners will be provided in advance of work on the ocean outfall.
- **Schedule Construction on School Property Outside the School Year:** If Well Site #1 is selected for an injection well, construction at Well Site #1 shall be limited to school holidays (summer, winter, or spring break) as appropriate for the required construction timeframe.
- **Appoint a Primary Point of Contact:** CVWD and CSD will appoint a staff member or a third-party public information officer to act as primary point of contact for their respective components of the Proposed Project. This point of contact shall serve as a public information officer to receive comments from the public, as well as provide updated project information as appropriate during the project planning, design, and construction stages.

21. **MM 3.18-1 Develop and Implement a Transportation Management Plan.** Prior to construction, a Transportation Management Plan shall be developed by CVWD. The Transportation Management Plan shall be implemented by CVWD's and CSD's construction contractor during construction of the Proposed Project and shall conform to California Department of Transportation's (Caltrans') Transportation Management Plan Guidelines. Such a plan shall include, but is not limited to:

- **Transportation Routes:** CVWD shall determine construction staging site locations and potential road closures, alternate routes for detours, and planned routes for construction-related vehicle traffic. It shall also identify alternative safe routes and policies to maintain safety along bike and pedestrian routes during construction.
- **Coordination with Emergency Services:** CVWD shall coordinate with the police, fire, and other emergency services to alert these entities about potential construction delays and alternate emergency access routes if necessary. To the extent possible, CVWD shall minimize the duration of disruptions/closures to roadways and critical access points for emergency services.

- **Coordination with Recreation Facilities:** CVWD shall also coordinate with any affected recreational facilities owners/operators to minimize the duration of disruptions/closures to recreational facilities and adjacent access points.
  - **Coordination with MTD:** If the Proposed Project will affect access to existing MTD bus stops, the Transportation Management Plan shall also include temporary, alternative bus stops, as determined in coordination with MTD.
  - **Coordination with Caltrans:** CVWD shall coordinate with Caltrans on its construction schedule, potential road or lane closures, and alternate routes that may affect Caltrans-owned or operated facilities and to confirm the Transportation Management Plan conforms with Caltrans' Transportation Management Plan Guidelines.
  - **Coordination with Schools:** CVWD shall coordinate timing of construction with the nine schools in the vicinity of the Proposed Project to minimize construction impacts during the regular school year.
  - **Transportation Control and Safety:** The Transportation Management Plan shall provide for traffic control measures including flag persons, warning signs, lights, barricades, cones, and/or detour routes to provide safe passage of vehicular, bicycle and pedestrian traffic and access by emergency responders.
  - **Plan Approval:** This plan shall be submitted to the City's planning or public works departments for review and acceptance by the City Transportation Safety Committee, Transportation Committee, and City Public Works Director/City Engineer, as well as any necessary permits acquired prior to construction.
  - **Public Notification:** Prior to beginning construction, written notice shall be provided regarding potential road closures as described in the Transportation Management Plan. Notice shall be delivered to potentially affected properties within a 500-foot radius, as determined by the City's Public Works Director/City Engineer. The notice shall contain a brief description of the work, work dates, and contact information of the Contractor's superintendent and the Engineer. The notice shall be delivered at ten (10) calendar days and again at two (2) working days prior to beginning the work. The notice shall be in the form of a door hanger made of index paper with the size of 14 inches by 4.5 inches. The notice shall be in English with translation in Spanish. A revised notice will be delivered in the event of delays in schedule, as soon as reasonably possible after a delay is identified and revised schedule known.
  - **Resurfacing Standards:** Where impervious surfaces such as roadway ROWs or sidewalks, are disturbed by construction activities (e.g., excavation, staging, etc.), these surfaces shall be restored to pre-construction conditions and in accordance with applicable City and County standards.
22. **MM CUM-1:** CVWD and/or its Contractor shall coordinate with the City of Carpinteria, Santa Barbara County and CSD and their contractor, as applicable, to coordinate construction schedules and construction materials delivery routes to ensure that roadway impacts are minimized during Proposed Project construction,

either through the use of different haul routes or through timing of construction. In the event that construction of the Proposed Project occurs concurrently with Caltrans construction on U.S. Highway 101 in Carpinteria, coordination with Caltrans on construction schedule will also be required.

## CVWD ADOPTED SUPPLEMENTAL ENVIRONMENTAL COMMITMENTS

23. In addition to the mitigation measures in the EIR above, CVWD shall include the following environmental commitments in its contracting documents:
- **Time construction to reduce interference with community needs.** Construction timing shall avoid construction near schools during the school year to the extent feasible and avoid construction on the portion of Linden Avenue south of Highway 101 that runs through the downtown core during high tourism and shopping periods (e.g., summer and the Christmas holiday season). Timing construction in this way would reduce impacts to students and schools, as well as reduce potential impacts to the commercial corridor on Linden Avenue, supporting the local economy.
  - **Avoid nighttime activities where possible during construction and operation.** To the extent reasonable, CVWD and CSD shall comply with the timing of construction as outlined in the City's Municipal Code and shall obtain permits for any nighttime construction. During operation, CVWD and CSD shall avoid truck trips, deliveries, and maintenance activities during nighttime hours, except in the case of emergencies or where avoidance of nighttime hours is infeasible.
  - **Provide biological and cultural resource training to workers.** CVWD shall provide biological sensitivity and cultural resource awareness training. These trainings shall be conducted by a certified biologist and archaeologist, respectively. Workers shall be trained to identify sensitive species and to halt work and consult with a biologist if sensitive species are encountered unexpectedly. Workers involved with excavation and ground disturbing activities shall be trained to identify potential cultural resources and to halt work and call in a qualified archaeologist if they believe cultural resources have been encountered. Workers shall also be trained to stop work and call the County Coroner if they encounter human remains.
  - **Keep construction areas clean of trash and debris.** Workers shall also be required to comply with worker cleanliness guidelines that are designed to reduce the potential for trash or debris to leave the construction sites. These guidelines may include: disposal of food related trash in closed containers and removed from the project site each day during the construction period, prohibition on feeding wildlife at or near the construction area, and upon project completion, removal of all project-generated debris, vehicles, building materials, and rubbish from the project footprint.
  - **Implement Santa Barbara County Air Pollution Control District (SBCAPCD) and California Air Resources Board (CARB) Construction Best Management Practices.** Contractors shall be required to comply with

the SBCAPCD's construction best management practices, which include diesel equipment and vehicle regulations and dust control measures. These construction best management practices are detailed in Section 2.1.7 of Appendix C. Additionally, contractors shall comply with CARB In-Use Off-Road Diesel-Fueled Fleets Regulations, which would limit vehicle idling time to 5 minutes, restrict adding vehicles to construction fleets with older-tier engines, and establish a schedule for retiring older, less fuel-efficient engines from the construction fleet.

- **Compliance with Permit Requirements.** CVWD and/or CSD shall acquire and comply with necessary permits, depending on which facility locations are selected in final project design. Potential permits are shown in Table 2-4. Permits and Approvals, of the FEIR, may reflect the mitigation measures proposed in this EIR, and may include additional environmental commitments suggested by the permitting entity. CVWD shall obtain and comply with the SWRCB's General Construction Permit, including preparation of a Storm Water Pollution Prevention Plan (SWPPP), for all Project facilities. CVWD and/or CSD shall prepare appropriate noticing as required for permits, such as may be required for the California Coastal Commission Coastal Development Permit.
- **Coordinate with Caltrans.** CVWD shall coordinate with Caltrans to secure an encroachment permit for any work within the State's right-of-way. CVWD shall submit its design drawings to Caltrans for confirmation that work within the State's right-of-way complies with Caltrans standards. CVWD shall implement any conditionals of approval and requirements of the encroachment permit as determined by Caltrans' Permits office.
- **Post-Construction Restoration:** CVWD shall restore areas disturbed by construction to pre-construction conditions, such as replanting vegetation cleared for construction activities or patching/repaving roadways where open trenching was used for pipeline construction.

## PROJECT SPECIFIC CONDITIONS

24. **Mitigation Compliance, Monitoring and Reporting Requirement.** Applicant shall submit to the Community Development Department a draft monitoring program for the mitigation measures identified in the Certified FEIR and Addendum No.1, and the approved Project Description and Conditions of Approval for review and comment. A City-approved biologist and mitigation monitor responsible for permit compliance monitoring shall be retained and paid for by the applicant. The mitigation monitoring program shall include, but not be limited to:
  - Mitigation Measures. A list of the project's mitigation measures.
  - Implementation of Mitigation. Timing and party responsible for implementation of each mitigation measure.
  - Mitigation Monitoring. Timing and party responsible for monitoring of each mitigation measure and a list of mitigation monitors to be retained.

- Mitigation Reporting. Procedures, timing and responsible party for reporting to the City on project mitigation compliance and monitoring.
  - Copies of all required regulatory agency permits and approvals, or a written determination from the applicable regulatory agencies that such permit(s) are not necessary, shall be submitted to the City prior to initiation of Project activities.
25. **Construction Status Report.** After completion of the first year of project construction, the applicant shall submit a report to the Community Development Department on the progress and status of the project, including compliance with Mitigation Measures and Conditions of Approval.
26. **Biologist.** A City-approved biologist shall be designated by the applicant. The biologist shall be responsible for ensuring compliance with the provisions of the Mitigation Monitoring and Reporting Program. The biologist shall have authority over all other environmental monitors provided by the applicant. The applicant shall submit the name, contact information and qualifications of the biologist and obtain approval from the Community Development Director prior to commencement of construction.
27. **Pre-Construction Conference.** Prior to commencement of construction, a preconstruction conference shall be held by the Resident Engineer to include construction processes and environmental mitigation and monitoring. The conference shall include representatives from Public Works, Community Development, Project Engineer, Contractor and Subcontractor(s), Biologist, and Mitigation Monitors.
28. **Temporary Construction Staging Areas:** The applicant shall submit to the Public Works Director for approval any areas intended for temporary staging of construction equipment and materials within the public right-of-way.

Construction staging on private property shall be limited to the bounds of any executed temporary construction easements, copies of which shall be provided to the Community Development Department.

29. **Graffiti Removal.** Applicant shall clean up all graffiti within 72 hours. If the problem persists, as determined by the Community Development Department, a plan for preventing recurrence shall be submitted to Community Development for review and approval, and shall be implemented as approved. Suggested anti-graffiti measures include the use of landscaping or anti-graffiti treatments.
30. **Construction Safety Lighting.** All exterior construction safety night lighting set up on the project site shall be of low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject parcel and prevent spill-over onto adjacent parcels. **Monitoring:** Building and/or Engineering

Inspector shall inspect construction site to ensure that temporary exterior construction lighting fixtures have been installed consistent with this condition.

31. **Water Quality BMPs.** Temporary measures to protect water quality as required by an approved Storm Water Pollution Prevention Plan (SWPPP) shall include sediment control, soil stabilization, concentrated flow conveyance systems, scheduling of ground disturbance activities with respect to rainy season, preservation of existing vegetation, clear water diversion, dewatering operations, wind erosion control, sediment tracking, solid waste management, materials handling, concrete waste management, vehicle and equipment operations, paving operations, stockpile management, water conservation practices, illegal connection or discharge detection and reporting, storm drain inlet protection and contaminated soil management.

There shall be storm water inspections both by the contractor, CVWD, CSD, and the City's Community Development Department and Public Works Department during construction. The project shall be subject to a permit from the Regional Water Quality Control Board. Contractor shall acquire SWPPP.

32. **Construction Storm Water Pollution Prevention:** The following measures shall be implemented during project construction:
- Best available erosion and sediment prevention and control measures, both structural and non-structural, such as:
    - Stabilize disturbed areas with vegetation, mulch, geotextiles or similar method;
    - Trap sediment onsite using fiber rolls, silt fencing, sediment basin or similar method;
    - Ensure vehicles onsite are parked on areas free from mud; monitor site entrance for mud tracked offsite; and
    - Prevent blowing dust from exposed soils.
  - Best Management Practices to provide adequate sanitary and waste disposal facilities and prevent contamination of runoff by construction chemicals and materials, such as:
    - Control the storage, application and disposal of pesticides, petroleum and other construction and chemical materials;
    - Site washout areas to be located more than 50 feet from a storm drain, open ditch or surface water and ensure that runoff flows from such activities do not enter receiving water bodies;
    - Provide sanitary facilities for construction workers;
    - Provide adequate disposal facilities for solid waste produced during construction and recycle where possible.

33. **Construction Debris.** No construction-related debris (mud, dust, paint, lumber, rebar, etc.) shall leave the project site unless transported by a qualified individual to an approved disposal site.
34. **Creeks Preservation Program Compliance.** To minimize construction impacts, the applicant shall prepare and submit a Construction Mitigation Plan to Community Development for review and approval. Such plans, which must be prepared by a City-approved professional biologist, arborist or landscape architect, shall include the following required measures:

*Pre-Construction:*

- a. The limits of the construction area shall be clearly shown on the plans and fenced or flagged on the construction site. All construction activities shall stay within these limits;
- b. Prior to commencement of construction activities, protective fencing shall be erected around the outermost limits of the protected zones of native trees and adjacent to the construction area. Such fencing shall remain in place until all construction is complete. For the purposes of this project, the protected zone of a native tree shall extend five feet from the tree dripline or 15 feet from the trunk of the tree, whichever is greater;
- c. No construction, grading, staging or materials storage shall be allowed within the fenced exclusion areas or within the protected zones of any onsite native trees;
- d. Important resources (e.g., native vegetation) located within the construction area that are to be preserved will be clearly marked on plans and on site to avoid the accidental removal of such resources;
- e. Construction activities shall be scheduled to avoid the breeding seasons of sensitive wildlife species located within 300 feet of the proposed improvements;
- f. Construction Phase Requirements from the City's Water Quality Protection Regulations shall be implemented to minimize impacts related to runoff, erosion and water quality;
- g. The use of herbicides shall be minimized by using manual removal methods to eliminate undesired vegetation whenever possible.

*Post-Construction:*

- h. The planting of any landscape plants listed on the California Exotic Pest Plan Council's Lists of Exotic Pest Plants of Greatest Ecological Concern in California is prohibited in any ESHA or creek setback area;
- i. Loud, stationary equipment shall be located away from or provided with enclosures to minimize potential impacts to wildlife;
- j. Post-Construction Requirements from the City's Water Quality Protection Regulations will be implemented to minimize impacts to runoff, erosion, and water quality;

- k. All exterior lighting shall be minimized, restricted to low intensity features, shielded and directed away from creek ESHA to minimize impacts to wildlife. Permitted lighting shall conform to the following standards:
  - i. The minimum necessary to light walkways used for entry and exit to the structure, including parking areas on the site. This lighting shall be limited to fixtures that do not exceed 60 watts, or the equivalent, unless a higher wattage is authorized by the Community Development Director;
  - ii. Security lighting attached to the residence that is controlled by motion detectors and is limited to 60 watts, or the equivalent;
  - iii. The minimum lighting necessary for safe vehicular use of the driveway. The lighting shall be limited to 60 watts, or the equivalent;
  - iv. A light, not to exceed 60 watts or the equivalent, at the entrance to any non-residential accessory structures;
  - v. No lighting around the perimeter of the site, no lighting for sports courts or other private recreational facilities and no lighting for aesthetic purposes is allowed.

**Plan Requirements and Timing:** Prior to issuance of a Grading or Building Permit, the applicant shall submit a Construction Mitigation Plan, prepared by a CDD approved biologist, arborist or landscape architect to CDD for review and approval. All requirements shall be specified on grading and building plans and graphically depicted if feasible. Fencing shall be installed prior to start of grading or construction. **Monitoring:** CDD shall site inspect throughout grading and construction activities.

- 35. **Temporary Construction Easement.** Applicant shall obtain and execute temporary construction easements from the property owners of 1145 Eugenia Place and 1532 Linden Avenue substantially in conformance with the locations and dimensions of the requested temporary construction easements described in the approved project plans. **Plan Requirements and Timing:** The temporary construction easements must be granted and executed by all parties prior to initiating any staging of equipment or materials, and commencement of construction. **Monitoring:** A copy of the fully executed and recorded easements shall be provided to CDD.
- 36. **Permanent Well Easement.** Applicant shall obtain and execute an easement from the property owner of 1532 Linden Avenue substantially in conformance with the location and dimensions described in the approved project plans for the permanent placement of the injection well and monitoring wells within the Saint Joseph Church campus and vehicular access thereto. **Plan Requirements and Timing:** The Injection Well and Monitoring Wells Easement must be granted by the property owner and executed by both parties prior to initiating any staging of equipment or materials, and commencement of construction. **Monitoring:** A copy of the fully executed and recorded easement shall be provided to CDD.

37. **Joint Exercise of Powers Agreement.** Applicant shall provide to CDD a copy of the fully executed Joint Exercise of Powers Agreement (JEPA) between the Carpinteria Valley Water District and Carpinteria Sanitary District. The JEPA shall formally obligate both parties to construct, operate and maintain the Project, and articulate each District's respective obligations thereto. **Plan Requirements and Timing:** A copy of the fully executed JEPA shall be submitted to CDD prior to issuance of any Building or Engineering Permits. **Monitoring:** CDD shall confirm receipt of fully executed JEPA.
38. **Park Restoration.** Following completion of construction and de-mobilization of all related equipment and materials, all play field facilities at 1532 Linden Avenue that were impacted by construction activities shall be restored to their pre-project condition or better. Restoration of park facilities shall include, but is not limited to, restoring park topography (e.g., filling in of tire ruts or depressions), re-storing turf play areas, replacing any damaged or destroyed landscaping or walkway areas, cleaning any soiled roadways or hardscape areas, and replacing any removed or damaged fencing or furniture. At a minimum, any vegetation or park improvements that are permanently destroyed will be replaced on a 1:1 basis. **Plan Requirements and Timing:** Within 30 days of project de-mobilization, Applicant shall have submitted a park restoration plan and timeline for completion of the restoration activities to the Community Development Department for review and approval. The restoration plan shall identify all necessary remedial actions and the anticipated timeline(s) for completion. **Monitoring:** City staff shall inspect the site with CVWD staff following de-mobilization to identify needed restoration activities, and shall re-inspect the site following restoration activities to ensure they were completed to the City's satisfaction.
39. **Advance Neighbor Notification.** Nearby residents/occupants of adjacent land uses to the construction sites shall be given advance (at least one month prior) written notification of construction activity scheduling and hours of construction. The advance written notice shall include District contact information for questions about the project, the allowed project construction hours, and a tentative schedule of when well drilling is anticipated to occur. A copy of the written notice shall be provided to CDD. Significant deviations from the proposed project schedule or timeline would require re-noticing of affected neighbors.
40. **Construction Hours.** All construction activities shall be limited to the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of those construction activities specified in the Final EIR related to well construction and listed below, which are permitted for 24 hours per day due to the nature of the work to be completed:
- Pilot Hole Drilling
  - Pilot Hole Reaming
  - Well Construction

- Well Development- Airlifting
- Production Testing

Except for the construction activities above, no construction is permitted on holidays or weekends. In the event of a special circumstance where additional construction hours outside of those allowed by this condition are necessary to complete a critical step in the construction process, Applicant may request an exception from the approved hours to be considered by the CDD Director on a case-by-case basis.

41. **Monitoring Well Cluster Approval.** Prior to issuance of any Building or Engineering Permits for construction of the Meadow View Lane Injection Well, applicant shall provide proof of an approved and final entitlement for the required monitoring well cluster associated with the Meadow View Lane Injection Well. A copy of an issued Coastal Development Permit (or equivalent) from the relevant local agency with jurisdiction over the monitoring well cluster shall satisfy this requirement. **Plan Requirements and Timing:** Applicant shall submit a copy of the approved and issued Permit to CDD prior to issuance of any Building or Engineering Permits for the construction of the Meadow View Lane Injection Well. **Monitoring:** CDD shall confirm receipt of the approved and issued Permit and retain a copy in the project files.
42. **Well Construction Inspection.** The construction and development of the injection wells and monitoring wells shall be completed in strict compliance with applicable laws and regulations, including, but not limited to the most current version of the State of California's Water Well Standards, Bulletin 74-81 and any amendments thereto. The District shall employ at their own cost a qualified inspector (i.e., civil engineer, registered geologist or certified engineering geologist possessing a current license or registration in the State of California) to oversee the project, perform all necessary inspections and prepare and submit all necessary reports and logs to the proper agencies. The District shall provide the name, contact and license information of the registered inspector to CDD prior to implementation of the project, and District shall provide copies of all completed reports and logs documenting inspections and final completion of the wells.
43. **Post Construction Injection Well Noise Monitoring.** The applicant (CVWD) will conduct noise monitoring of each injection well during normal injection well operations and two backwash cycles. Should noise levels exceed predicted levels at the boundary of the respective well enclosures, the applicant will identify additional noise mitigation measures necessary to reduce the noise to an undetectable level. **Plan Requirements and Timing:** The noise monitoring report, with mitigation measures as necessary, shall be submitted to the Community Development Department for review within two months after the wells commence operations. The City reserves the right, for any reason, to contract for professional services for a peer review of the noise monitoring study, or for a noise study for the purposes of ascertaining operational noise levels at the well sites, at the expense of the

applicant. **Monitoring:** CDD shall be responsible for the review and approval of the report findings. In the event additional noise mitigation measures are found to be required, applicant shall install any needed mitigation and conduct an updated monitoring report to demonstrate compliance.

44. **Well Abandonment.** In the event that the Water District permanently terminates operations any of the injection or monitoring wells, the District shall be required to remove all site improvements, including the proper abandonment and destruction of said well(s), in compliance with applicable laws and regulations, including, but not limited to the State of California Water Well Standards, Bulletin 74-81 and any amendments thereto, and adequately restore the site to a pre-construction setting as specified by the City at the time of abandonment. Further, the District shall quitclaim any easement(s) or portions of any easement(s) associated with said well(s).
45. **Compliance with ARB Approvals.** Applicant shall incorporate recommended project revisions relating injection well site fencing, landscaping and planting plans into the final working drawings. Plans shall be submitted to the Community Development Department for review and approval prior to issuance of any Building or Engineering Permits.
46. **Compliance with Public Utility (UT) District Operation Standards.** Operations at the Carpinteria Sanitary District Wastewater Treatment Plant and Advanced Water Purification Facility shall comply with the operating standards specified in CMC 14.36.080, and as spelled out below:
  - Open storage of equipment and materials shall be permitted only in areas screened from view of surrounding lots.
  - The volume of sound, measured during calm air conditions, inherently and recurrently generated by or resulting from any use, other than motor vehicles, operated on any lot shall not exceed fifty decibels at any point along the boundary of or outside of the lot upon which such use is located.
  - The ground vibration inherently and recurrently generated by or resulting from any use, other than motor vehicles, operated on any lot shall not be perceptible without instruments at any point along the boundary of or outside of the lot upon which such use is located.
  - No offensive odors or fumes, noxious gases, heat, glare, or radiation generated by or resulting from any use, other than motor vehicles or lighting fixtures, operated on any lot shall be detectable at any point along the boundary of or outside of the lot upon which such use is located.
  - Except for the heating of buildings there shall be no smoke or dust generated by or resulting from any use, other than motor vehicles located upon the lot.
  - No beam of exterior lighting used for the purpose of illuminating buildings or structures shall be directed toward adjacent residential areas without intermediate obstruction.

- No operations and no material stored shall be injurious to the health, safety, or welfare of persons residing or working in the neighborhood by reason of danger to life or property.

## **CONDITIONAL USE PERMIT CONDITIONS**

47. This Conditional Use Permit is not valid until Building Permits and/or Engineering Permits for the development and/or use have been obtained. Failure to obtain said Building and Engineering Permits shall render this Conditional Use Permit and Coastal Development Permit null and void. Prior to the approval of the Building and Engineering Permits, all of the conditions listed in this Conditional Use Permit and Coastal Development Permit that are required to be satisfied prior to approval of a Building or Engineering Permit must be satisfied. Upon issuance of the Building and Engineering Permits, the Conditional Use Permit and Coastal Development Permit shall be valid. The effective date of this Permit shall be the date of action by the Planning Commission, or if appealed, the date of action by the Coastal Commission.
48. If the Planning Commission or City Council determines at a noticed public hearing that the permittee is not in compliance with any permit condition(s), the Planning Commission or City Council is empowered, in addition to revoking the permit pursuant to said section, to amend, alter, delete or add conditions to this permit.
49. Any use authorized by this Conditional Use Permit and Coastal Development Permit shall immediately cease upon expiration or revocation of this Conditional Use Permit and Coastal Development Permit. Any Building or Engineering Permit issued pursuant to this Conditional Use Permit and Coastal Development Permit shall expire upon expiration or revocation of the Conditional Use Permit and Coastal Development Permit. Conditional Use Permit and Coastal Development Permit renewals must be applied for prior to expiration of the Conditional Use Permit and Coastal Development Permit.
50. The applicant's acceptance of this permit and/or commencement of construction and/or operations under this permit shall be deemed acceptance of all conditions of this permit by the permittee.
51. Within two years after the effective date of this permit, construction shall commence. Construction cannot commence until a Building Permit and Engineering Permit have been issued. Failure to commence the construction pursuant to a valid Building or Engineering Permit shall render the Conditional Use Permit and Coastal Development Permit null and void.
52. All time limits may be extended by the Planning Commission or City Council for good cause shown, provided a written request, including a statement of reasons for

the time limit extension request is filed with Community Development prior to the expiration date.

53. If the applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts. Mitigation fees shall be those in effect at the time of issuance of a Building Permit or Engineering Permit.
54. Before commencing any work pertaining to the erection, alteration, enlarging or rebuilding of any structure or improvement, the applicant shall obtain a Building Permit and Engineering Permit. The permit is necessary to ensure implementation of the conditions required by the Planning Commission. Before any Permit will be issued by Community Development, the applicant must obtain written clearance from all agencies having conditions; such clearance shall indicate that the applicant has satisfied all pre-construction conditions. A form for such clearance is available from Community Development.
55. If, at any time, the Planning Commission determines that there has been, or may be, a violation of the findings or conditions of this Conditional Use Permit and Coastal Development Permit, or of the Municipal Code regulations, a public hearing may be held before the Planning Commission to review this permit. At said hearing, the Planning Commission may add additional conditions, or recommend enforcement actions, or revoke the permit entirely, as necessary to ensure compliance with the Municipal Code, and to provide for the health, safety, and general welfare of the City. Applicant shall reimburse the City for all costs associated with gaining compliance with the original conditions of approval.
56. City Manager and/or Community Development Director shall be informed of any minor changes to the project scope. Any minor changes may be approved by the City Manager and/or Community Development Director. Any major changes will require the filing of a revision application to be considered by the Planning Commission.
57. All requirements of the City of Carpinteria (including but not limited to public improvements as defined in the City of Carpinteria Municipal Code (CMC), Section 15.16.110) and any other applicable requirements of any law or agency of the State and/or any government entity or District shall be met.
58. The standards defined within the City's adopted model Building Codes (UBC; NEC; UMC; UFC; UPC; UHC) relative to the building and occupancy shall apply to this project.
59. Any and all damage or injury to public property resulting from this development, including without limitation, City streets and storm drain infrastructure, shall be corrected or result in being repaired and restored to its original or better condition.

60. No Building or Engineering Permits shall be issued for this project prior to meeting all required terms and conditions listed herein. When not specified herein, all conditions shall be satisfied prior to issuance of a Building or Engineering Permit or prior to commencement of construction when allowed by the Community Development Director.
61. To allow time for the utility companies to locate and mark their facilities for the contractor, the applicant shall telephone Underground Service Alert (USA) toll free at 1-800-227-2600 a minimum of 48 hours prior to the start of construction. For best response, provide as much notice as possible, up to 10 working days.
62. Compliance with the attached Departmental and District letters is required as follows. Where not specified otherwise, Conditions shall be met prior to the start of construction:
  - a. Carpinteria Public Works Department letter dated October 7, 2024
63. Applicant shall contact and coordinate with the Carpinteria-Summerland Fire Protection District, County of Santa Barbara Environmental Health Services (if applicable), and the Santa Barbara County Sheriff's Department to prior to beginning construction and shall incorporate any required conditions into the final project documents.
64. All applicable final conditions of approval shall be printed in their entirety on applicable pages of grading/construction plans submitted to Community Development. These shall be graphically illustrated where feasible. The approved set of plans shall be retained at the construction site for review by the Community Development and Public Works Departments during the course of construction.
65. All project conditions of approval shall be included in the final construction bid package. District shall provide proof of compliance to CDD.
66. Applicant shall ensure that the project complies with all approved plans and all project conditions including those which must be monitored after the project is built and occupied. To accomplish this, applicant agrees to contact Community Development at least two weeks prior to commencement of construction activities to schedule an onsite pre-construction meeting agency personnel and key construction personnel.
67. Prior to issuance of Building or Engineering Permits, the applicant shall provide a signed copy of the Conditions of Approval on a form acceptable to Community Development. Such form may be obtained from the Community Development Department. Written authorization to proceed and consent to conditions of approval by the applicant shall be provided to the City prior to commencement of any demolition or construction activity.

68. Prior to issuance of Building or Engineering Permits, applicant shall pay all applicable CDD permit processing fees in full.
69. The applicant (CVWD) hereby agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, consultants and independent contractors ("City's Agents") from any claim, action or proceeding ("Claims") against the City and the City's Agents to attack, review, set aside, void or annul, in whole or in part, the City's approval of the Carpinteria Advanced Purification Project (the "Project"), or any condition attached thereto, or any proceedings, acts or determinations taken, done or made prior to the approval that were part of the approval process. Applicant further agrees to indemnify and hold harmless the City and the City's Agents from any award of attorneys' fees or court costs made in connection with any Claim. Applicant further agrees to pay any and all City costs, permit fees, attorneys' fees, engineering fees, license fees and taxes arising out of or concerning the Project, whether incurred prior to or subsequent to the date of approval and that the City's costs shall be reimbursed prior to this approval becoming valid. These commitments of defense and indemnification are material conditions of the approval of the Project. Nothing contained in this condition shall prevent the City or the City's Agents from independently defending any Claim. If the City or the City's Agents decide to independently defend a Claim, the City and the City's Agents shall bear their own attorneys' fees, expenses and costs of that independent defense.
70. In the event that any Condition of Approval imposing a fee, exaction, dedication or other mitigation measure is challenged by Applicant/Owner/Developer/Permittee in an action filed in a court of law or threatened to be filed therein which action is brought within the time period provided by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any Condition of Approval is invalidated by a court of law, the entire project shall be reviewed by the City and substitute Conditions of Approval may be imposed.

# CITY OF CARPINTERIA, CALIFORNIA

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## Public Works Department Memorandum

To: Brian Banks, Principal Planner  
Community Development Department

From: Josefina Arechiga, Assistant Engineer /s/

Via: John L. Ilasin, Public Works Director/City Engineer /s/

Date: October 7, 2024

Subject: Various-City of Carpinteria, Project No. 24-2313-CUP/CDP

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The Public Works Department has reviewed the project submittal dated September 19, 2024, and has the following conditions of approval:

### **CONDITIONS OF APPROVAL**

1. An Engineering Permit shall be obtained from the City Engineer for any improvements or other encroachment work within the public right-of-way.
2. All improvements within the public right-of-way shall be completed to the satisfaction of the City Engineer prior to the issuance of a Certificate of Occupancy.
3. Record drawings or as-built plans shall be submitted to the City Engineer at time of final inspection for all work covered by an Engineering Permit. The record drawings or as-built plans shall be the original construction tracings or permanent mylar copies of a quality acceptable by the City Engineer.
4. A Transportation Permit shall be obtained from the City Engineer for operating or moving any vehicle or combination of vehicles or special mobile equipment in any of the acts as listed in Carpinteria Municipal Code Section 12.12.010.
5. Improvements shall include upgrades to curb ramps at the following locations for conformance with current Americans with Disabilities Act (ADA) standards:  
  
Southeast corner of Meadow View Lane  
Northwest corner of Meadow View Lane and Meadow Circle intersection
6. Extend the sidewalk on the north side of Meadow View Lane to connect with the existing Franklin Creek bridge. Improvements shall be in conformance with current Americans with Disabilities Act (ADA) standards.

7. Improvements shall include the removal and replacement of any lifted or damaged sidewalks, curbs, and gutters.
8. All new and existing utility services shall be installed underground from the closest point of connection or utility pole and completed prior to any paving required for the project. No new utility poles shall be installed.
9. Stormwater control plans shall be in conformance with the County of Santa Barbara Technical Guide for Low Impact Development.
10. A Maintenance Agreement for permanent stormwater quality best management practices shall be submitted to the City Engineer for review and approval. The Maintenance Agreement shall include, at minimum, the following elements: (1) Operations and Maintenance Plan; (2) Legal description and plat of property; (3) Site plan of all permanent stormwater quality best management practices; (4) Property owner's printed name, signature, and date of signing; and (5) Notary public acknowledgement.
11. Improvements in areas of special flood hazards as shown in the latest effective flood insurance rate map shall be constructed in conformance with the City floodplain management regulations (Carpinteria Municipal Code Chapter 15.50).
12. Construction and demolition debris generated shall be reported in conformance with the Construction and Demolition Debris Recycling Program. Sixty-five percent (65%) or more of all construction and demolition debris shall be diverted from the landfill. The Construction and Demolition Debris Recycling Program forms shall be completed and submitted to the City Engineer prior to the issuance of a Certificate of Occupancy.
13. Construction and demolition debris shall be separated on site into reuse, recycling, or disposal. Separate bins or containers for recycling of construction and demolition debris shall be provided on site.
14. Self-hauled disposal receipts from transfer stations shall be submitted to the City Engineer prior to the issuance of a Certificate of Occupancy.
15. Any self-hauled construction and demolition debris shall be reported in writing to the City Engineer. A contract waste hauler may be allowed for disposal of construction and demolition debris subject to the approval of the City Engineer.

**End of Comments**

71. Written authorization to proceed and consent to conditions of approval by the applicant shall be provided to the City prior to grading permit issuance.

Approved by the Planning Commission on September 2, 2025

I HAVE READ AND UNDERSTOOD, AND I WILL COMPLY  
WITH ALL ABOVE STATED CONDITIONS OF THIS PERMIT

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Applicant/Developer

Date

## Mitigation Monitoring and Reporting Program

# Addendum No. 1 - Mitigation Monitoring and Reporting Program

## Carpinteria Advanced Purification Project

SCH# 2019011016

Prepared for:



Carpinteria Valley Water District  
1301 Santa Ynez Avenue  
Carpinteria, CA 93013

With Assistance From:



9665 Chesapeake Drive, Suite 320  
San Diego, CA 92123  
858.875.7400

October 2024

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## 1. MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation measures have been identified in the Environmental Impact Report (EIR) for the *Carpinteria Advanced Purification Project* (Proposed Project or CAPP) to reduce potential environmental impacts of the Proposed Project to less than significant levels, and minor modifications made under Addendum No. 1 to the EIR, in October 2024. Carpinteria Valley Water District (CVWD), its partner Carpinteria Sanitary District (CSD), and their contractors are required to implement the adopted mitigation measures for the Proposed Project in accordance with the EIR and Addendum No. 1. This Mitigation Monitoring and Reporting Program (MMRP) contains a checklist and description of all adopted mitigation measures, including the responsible parties, timing, and completion criteria. This MMRP also includes the environmental commitments described in the *Section 2.10 Environmental Commitments* in the Draft EIR (page 2-27 of the Draft EIR), as revised by *Section 3 Errata* in the Final EIR (pages 3-19 and 3-20 of the Final EIR), and as revised in Addendum No. 1 to the EIR.

### 1.1 Program Administration

The MMRP will be administered by CVWD. Mitigation measures will be incorporated into design and construction contracts, as appropriate, to ensure full implementation.

### 1.2 Project Description

#### 1.2.1 Approved Project in the EIR

The CAPP is located in the City of Carpinteria and unincorporated Santa Barbara County, California. The purpose of the CAPP is to create a new drought-resistant and reliable supply of local water, produce water suitable for groundwater recharge and potable reuse, and reduce CVWD's reliance on imported water and surface water storage at Lake Cachuma. The Project is being developed in partnership with CSD, the owner/operator of the Carpinteria Wastewater Treatment Plant (WWTP). The Proposed Project involves construction and operation of a new advanced water purification facility, up to three new injection wells, pipelines to convey advanced treated water to the injection wells for recharge to the Carpinteria Groundwater Basin, and up to six monitoring wells to monitor potential changes in groundwater levels and quality.

The Proposed Project would produce approximately 1,100 acre-feet per year (AFY) (1.0 million gallons per day [MGD]) of purified water from the AWPf for injection into the local groundwater basin, where it ultimately would be used for CVWD potable water supply. Source influent for the AWPf treatment train would be provided by CSD's WWTP. Existing CVWD production wells would be used to recover treated water from the groundwater basin. The ultimate project assumes an expansion from 1.0 MGD to 1.2 MGD based on projected future increases in WWTP flows. The ultimate Project includes the following facilities:

- AWPf consisting of equalization tank, microfiltration, reverse osmosis, and an advanced oxidation process, to be located on the WWTP site
- Purified water pump station, to be located on the WWTP site
- 6,100 linear feet (LF) of 12-inch conveyance pipeline from the PWPS to a well lateral split point, including Caltrans installation for the Linden Avenue overpass over US Highway 101
- 2,000 LF of 8-inch conveyance pipeline from the well lateral split point to individual injection wells
- Up to three 14-inch injection wells with backwash pumps and one 42,000 gallon tank
- Either 1,400 LF of 12-inch well backwash discharge piping to existing sanitary sewers, or 600 LF of 12-inch to existing storm drain culverts.

- Up to six monitoring wells
- Modifications to the CSD WWTP ocean outfall

### 1.2.2 Modified Project in Addendum No. 1

### 1.2.3 Modified Project

The following are summaries of new project elements that modify the Approved Project. These modified elements, together with the Approved Project, constitute the “Modified Project.” A detailed listing of the new elements can be found in *Section 2 Error! Reference source not found.*

#### ***Alternative Location for Well Site #3 - Linden Injection Well***

The Modified Project is considering alternative locations for the injection well proposed for Well Site #3, which is now referred to as the Linden Injection Well under the Modified Project. The Modified Project maintains the potential placement of the well at the corner of the parcel near Linden Avenue as described in the EIR, but includes a new potential location for the well in the roadway ROW on Linden Avenue, approximately 250 feet north of the intersection of Linden Avenue and El Carro Lane. This well would have a similar size and depth as originally described in the Approved Project and would be constructed in the same manner as originally approved, though the wellhead would be located below-ground in a manhole instead of a below-ground vault. Above-grade appurtenances and electrical controls will be located inside a fenced enclosure within the ROW along the sidewalk or within the parcel.

#### ***Alternative Location for Well Site #4 - Meadow View Injection Well***

The Modified Project includes an alternative location for the injection well at Well Site #4. The new location would be the roadway ROW on Meadow View Lane adjacent to the Well Site #4 parcel, owned by the Church of Latter-day Saints. The new location would be located approximately 350 feet west of the intersection of Meadow View Lane and Linden Avenue. This well would have a similar size and depth as originally described in the Approved Project and would be constructed in the same manner as originally approved, though the wellhead would be located below-ground in a manhole with above-grade appurtenances and electrical controls located behind the sidewalk in the roadway ROW. Above-grade equipment will be inside a fenced enclosure within the ROW along the sidewalk. Restoration to sidewalk and paving is subject to City permitting. The addition of the Meadow View Lane ROW as a proposed location for the injection well does not change the total number of injection wells planned for the project. Under the Modified Project, there would no longer be a backwash storage tank constructed at Well Site #4. Instead, a buried pipeline is proposed that will be sufficient in size to convey the injection well backwash to the sewer collection system, eliminating the need for the above-ground storage tank. This buried 48-inch pipeline in Meadow View Lane will allow for the backwash would be conveyed to the sewer system along Linden Avenue and returned to CSD’s water reclamation plant for advanced water purification back into the groundwater system. Staging and soundwalls may be located on existing paved surfaces within 50 feet of the Franklin Creek embankment, though the environmental commitments included in the EIR, including compliance with permit requirements (including implementation of a Stormwater Pollution Prevention Plan) and keeping the areas clean of trash and debris, would be implemented to avoid potential impacts to the creek.

#### ***Expansion of Monitoring Well Locations***

The Modified Project would expand the potential locations for monitoring well clusters to include injection Well Site #2 and injection Well Site #3 of the Approved Project, the roadway ROW at the western end of Meadow View Lane (adjacent to injection Well Site #4), as well as to CVWD headquarters at 1301 Santa Ynez Road and the adjacent

roadway ROWs. The total number of monitoring wells, size, depth, and construction methods would remain the same as the Approved Project, with up to four monitoring well clusters being constructed for the Project, though one monitoring well cluster at El Carro Park has already been constructed and is not included in this analysis. Error! Reference source not found. shows the expanded locations to be considered for monitoring wells based on final design, modeling, and permitting requirements.

### ***Modifications to the AWWP Layout***

The Modified Project includes changes to the AWWP layout, although all facilities would remain within the CSD WWTP site. Layout changes have resulted in an increase in total building height from 20 feet above grade to 30 feet above grade, and increased the total footprint of the AWWP Process Building from 8,900 square feet to approximately 12,000 square feet with the Process Building at 8,300 square feet and the exterior canopy over the chemical and ultra-violet (UV) reactor at 3,700 square feet. The 200,000 gallon equalization tank will be completely buried, increasing the excavation depth to approximately 21 feet, and eliminating the 27-foot tall above-ground equalization tank that was included in the Approved Project. The AWWP treatment train would remain the same as described in the Approved Project, and include ultrafiltration (UF), reverse osmosis (RO), advanced oxidation process (AOP) with UV and free chlorine, with a slight increase in overall treatment capacity from 1.2 MGD in the Approved Project to up to 1.3 MGD in peak conditions under the Modified Project. The Modified Project would average 1.0 MGD for an estimated total average purified effluent of 1,100 AFY, consistent with the Approved Project. The foundation for the building will be supported by deep-soil cement-mixing, instead of driven or drilled piles. Staging would occur within the paved areas of the AWWP site, including within 50 feet of the wall bordering Carpinteria Creek.

In summary, the Modified Project's facilities consist of the following elements, with modifications addressed in this Addendum shown in **bold**:

- Advanced Water Purification Facility consisting of below grade equalization tank, below grade waste tank, UF, RO, and an AOP), systems, to be located on the WWTP site, **with an expanded building height, buried equalization tank, increased treatment capacity and supported on stabilized soils via deep-soil cement mixing ground improvements.**
- Purified Water Pump Station (PWPS) and 10,000 gallon below grade clearwell, to be located on the WWTP site
- 6,100 linear feet (LF) of 10-inch conveyance pipeline from the PWPS to a well lateral split point, including Caltrans installation for the Linden Avenue overpass over U.S. Highway 101
- 1,000 LF of 8-inch conveyance pipeline from the well lateral split point to two individual injection wells (**a reduction of 1,000 LF of pipeline**)
- Up to two 14-inch diameter injection wells with backwash pumps **including a change in the potential location of two previously planned injection wells from parcels to the roadway ROW, the elimination of one injection well, and elimination of a 42,000 gallon storage tank.**
- 600 LF of pressurized 12-inch piping and **400 LF of gravity 48-inch well backwash discharge piping** to existing sanitary sewers; including associated sewer manholes and air-gap discharge to sewer near wellheads; **a reduction of 400 total LF of backwash piping and avoidance of backwash discharge to the storm system.**
- Up to three monitoring well clusters, **including expanded potential locations and representing a reduction in total number of monitoring well clusters from the Approved Project.**

Modifications to the ocean outfall have already been completed, consistent with the EIR. One monitoring well cluster (El Carro monitoring wells) were completed as a separate project and were addressed via an MND, because they are part of the Carpinteria Groundwater Sustainability Agency's groundwater monitoring program and not specific to the Approved or Modified Project. For these reasons, neither the ocean outfall modifications nor the El Carro monitoring wells are part of the Modified Project. Additionally, the Modified Project eliminates the need for the Franklin Creek crossing included in the Approved Project.

## 2. MITIGATION MONITORING REQUIREMENTS

A MMRP checklist has been developed for the Proposed Project and is intended for use by CVWD, as lead agency and designated monitoring entity for the Proposed Project. The checklist, presented as **Table 1**, summarizes the mitigation requirements for the Proposed Project, anticipates timing, and identifies responsible parties for ensuring implementation of each mitigation measure. These mitigation measures are presented using the naming conventions and categories in the EIR. Changes to the Environmental Commitments and Mitigation Measures from the EIR to Addendum No. 1 are noted in ~~strikeout~~.

### 2.1 Environmental Commitments

In addition to the mitigation measures included in Table 1, CVWD will include the following environmental commitments in its contracting documents:

- **Time construction to reduce interference with community needs.** Construction timing shall avoid construction near schools during the school year to the extent feasible and avoid construction on the portion of Linden Avenue south of Highway 101 that runs through the downtown core during high tourism and shopping periods (e.g., summer and the Christmas holiday season). Timing construction in this way would reduce impacts to students and schools, as well as reduce potential impacts to the commercial corridor on Linden Avenue, supporting the local economy.
- **Avoid nighttime activities where possible during construction and operation.** To the extent reasonable, CVWD and CSD shall comply with the timing of construction as outlined in the City's Municipal Code and shall obtain permits for any nighttime construction. During operation, CVWD and CSD shall avoid truck trips, deliveries, and maintenance activities during nighttime hours, except in the case of emergencies or where avoidance of nighttime hours are infeasible.
- **Provide biological and cultural resource training to workers.** CVWD shall provide biological sensitivity and cultural resource awareness training. These trainings shall be conducted by a certified biologist and archaeologist, respectively. Workers shall be trained to identify sensitive species and to halt work and consult with a biologist if sensitive species are encountered unexpectedly. ~~Workers who will be present for ocean-based work shall be trained to serve as vessel-based monitors for marine mammals, unless another, appropriately trained monitor will be present. Divers shall also be trained to identify *Caulerpa taxifolia* and to avoid it during outfall modification.~~ Workers involved with excavation and ground disturbing activities shall be trained to identify potential cultural resources and to halt work and call in a qualified archaeologist if they believe cultural resources have been encountered. Workers shall also be trained to stop work and call the County Coroner if they encounter human remains.
- **Keep construction areas clean of trash and debris.** Workers shall also be required to comply with worker cleanliness guidelines that are designed to reduce the potential for trash or debris to leave the construction sites. These guidelines may include: disposal of food related trash in closed containers and removed from the project site each day during the construction period, prohibition on feeding wildlife at or near the construction area, and

upon project completion, removal of all project-generated debris, vehicles, building materials, and rubbish from the project footprint.

- **Implement Santa Barbara County Air Pollution Control District (SBCAPCD) and California Air Resources Board (CARB) Construction Best Management Practices.** Contractors shall be required to comply with the SBCAPCD's construction best management practices, which include diesel equipment and vehicle regulations and dust control measures. These construction best management practices are detailed in Section 2.1.7 of Appendix C. Additionally, contractors shall comply with CARB In-Use Off-Road Diesel-Fueled Fleets Regulations, which would limit vehicle idling time to 5 minutes, restrict adding vehicles to construction fleets with older-tier engines, and establish a schedule for retiring older, less fuel-efficient engines from the construction fleet.
- **Compliance with Permit Requirements.** CVWD and/or CSD shall acquire and comply with necessary permits, depending on which facility locations are selected in final project design. Potential permits are shown in **Error! Reference source not found.**, may reflect the mitigation measures proposed in this EIR, and may include additional environmental commitments suggested by the permitting entity. CVWD shall obtain and comply with the SWRCB's General Construction Permit, including preparation of a Storm Water Pollution Prevention Plan (SWPPP), for all Project facilities. CVWD and/or CSD shall prepare appropriate noticing as required for permits, such as may be required for the California Coastal Commission Coastal Development Permit.
- **Coordinate with Caltrans.** CVWD shall coordinate with Caltrans to secure an encroachment permit for any work within the State's right-of-way. CVWD shall submit its design drawings to Caltrans for confirmation that work within the State's right-of-way complies with Caltrans standards. CVWD shall implement any conditionals of approval and requirements of the encroachment permit as determined by Caltrans' Permits office.
- **Post-Construction Restoration:** CVWD shall restore areas disturbed by construction to pre-construction conditions, such as replanting vegetation cleared for construction activities or patching/repaving roadways where open trenching was used for pipeline construction.

## 2.2 Mitigation Measures

**Table 1** summarizes the mitigation requirements for the Proposed Project, anticipates timing, and identifies responsible parties for ensuring implementation of each mitigation measure. These mitigation measures are presented using the naming conventions and categories in the EIR, and modifications made under Addendum No. 1 are noted in ~~strikeout~~.

**Table 1: Mitigation Measures and Responsible Entities**

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
<p><b>Impact 3.1-1:</b> Potential to have a substantial adverse effect on a scenic vista?</p> <p><b>Impact 3.1-3:</b> Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?</p> <p><b>Impact 3.16-1:</b> Potential to result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: fire protection, police protection, schools, parks, other public facilities?</p>	<p><b>MM 3.1-1 Minimize Tank Size and Install Screening.</b> CVWD shall initially install a temporary backflush tank as part of the Proposed Project. This temporary backflush tank shall be used to determine the minimum size requirement for a permanent backflush tank necessary to serve the Proposed Project. The temporary backflush tank shall be screened with fencing or vegetation. Once a minimum tank size is determined (anticipated up to five years of CAPP operation), a permanent backflush tank would be constructed that reflects the determined minimum size. Once construction on the permanent tank is completed, CVWD shall install vegetation screening to reduce the visual impact of the backflush tank. Landscaping shall be selected as determined appropriate and feasible for its compatibility with the surroundings and subject to review and approval by the City of Carpinteria's Architectural Review Board. Large container-size plantings and/or fast-growing vegetation shall be used for screening around the backflush tanks. Lighting shall be low intensity and located and designed to minimize direct view of light sources and diffusers, and to minimize halo and spillover effects. After construction is complete, CVWD shall restore all landscaped areas affected by construction, access, and equipment staging.</p> <p><b>DOES NOT APPLY TO THE MODIFIED PROJECT</b></p>	<p><b>Mitigation Measure MM 3.1-1</b> shall apply to the injection wells and backflush tank (temporary and permanent).</p>	<p>CVWD</p>	<p>City of Carpinteria's Architectural Review Board</p> <p>CVWD</p>	<ol style="list-style-type: none"> <li>1. Include measure in contract documents.</li> <li>2. Confirm that vegetative screening and low-intensity lighting measures are incorporated into design of backflush tank site.</li> <li>3. Verify permanent backflush tank is the minimum size required based on results from the temporary backflush tank during initial operation of the CAPP.</li> <li>4. Verify that approved screening measures were implemented and construction areas restored to pre-project conditions.</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Design</li> <li>3. Post-Construction/ Operation</li> <li>4. Post-Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> <li>4. _____</li> </ol>
<p><b>Impact 3.1-4:</b> Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?</p> <p><b>Impact 3.4-1:</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service (USFWS)?</p> <p><b>Impact 3.5-1:</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California</p>	<p><b>MM 3.1-4 Minimize Light and Glare.</b> CVWD shall ensure that all construction and operational lighting is the lowest intensity necessary for public safety purposes. Lighting shall be of low intensity, shall be directed downward and at the immediate work area, and shall be shielded to minimize halo and spillover effects. Lighting shall also be directed away from sensitive habitats and receptors, and away from neighboring residential areas. Additional protective measures, such as light glare shields, may be used if light sources are still directly visible from neighboring residential areas or interferes with scenic views after lighting is installed and oriented as described in this mitigation measure.</p>	<p><b>Mitigation Measure MM 3.1-4</b> shall apply to all construction and operational activities in the Proposed Project.</p>	<p>CVWD</p>	<p>CVWD</p> <p>CSD</p>	<ol style="list-style-type: none"> <li>1. Include measure in contract documents.</li> <li>2. Confirm that design of aboveground facilities includes lighting consistent with measures for operational lights.</li> <li>3. Monitor construction activities to verify that measures are implemented during construction.</li> <li>4. Verify that permanent lighting features are installed consistent with measure, as applicable.</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Design</li> <li>3. Construction</li> <li>4. Post-Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> <li>4. _____</li> </ol>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
Department of Fish and Wildlife or USFWS?							
<p><b>Impact 3.4-1:</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service (USFWS)?</p> <p><b>Impact 3.4-2:</b> Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.4-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p> <p><b>Impact 3.5-1:</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.5-2:</b> Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.5-4:</b> Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</p> <p><b>Impact 3.5-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p>	<p><b>MM 3.4-1a Worker Environmental Awareness Program.</b> Prior to initiation of all construction activities (including staging and mobilization), all personnel associated with project construction shall attend a Worker Environmental Awareness Program training, conducted by a qualified biologist, to assist workers in recognizing special status biological resources that may occur in the Area of Potential Effect (APE). This training will include information about southern California steelhead, tidewater goby, protected nesting birds, marine mammals, as well as other special status species potentially occurring in the APE.</p> <p>The specifics of this program shall include identification of special status species and habitats, a description of the regulatory status and general ecological characteristics of special status resources, and review of the limits of construction and measures required to avoid and minimize impacts to biological resources within the work area. Training for workers who will be involved with the ocean outfall improvements will also include vessel-based monitoring training for identification of marine mammals. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employees, and other personnel involved with construction of the Proposed Project. All employees shall sign a form provided by the trainer documenting they have attended the WEAP and understand the information presented to them. The crew foreman shall be responsible for ensuring crew members adhere to the guidelines and restrictions designed to avoid impacts to special status species. If new construction personnel are added to the project, the crew foreman shall ensure that the new personnel receive the WEAP training before starting work. The subsequent training of personnel can include videotape of the initial training and/or the use of written materials rather than in-person training by a biologist.</p>	<p><b>Mitigation Measure MM 3.4-1a</b> shall apply to all construction activities.</p>	CVWD	CVWD CSD	<p>1. Include measure in contract documents.</p> <p>2. Confirm all personnel attended a Worker Environmental Awareness Program training.</p> <p>2. Verify guidelines and restrictions are followed.</p>	<p>1. Contracting</p> <p>2. Pre-Construction</p> <p>2. Construction</p>	<p>1. _____</p> <p>2. _____</p> <p>2. _____</p>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
<p><b>Impact 3.14.1:</b> Temporary or permanent increase in ambient noise levels in excess of applicable standards?</p>							
<p><b>Impact 3.4-1:</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service (USFWS)?</p> <p><b>Impact 3.4-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p> <p><b>Impact 3.5-1:</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or USFWS?</p>	<p><b>MM 3.4-1b Nesting Bird Surveys.</b> To avoid disturbance of nesting and special status birds, including raptor species protected by the Migratory Bird Treaty Act of 1918 (MBTA) and CFGC 3503, activities related to the project including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season for migratory birds (February 1 through August 31), if practicable.</p> <p>If construction must begin during the breeding season, then a pre-construction nesting bird survey shall be conducted no more than seven days prior to initiation of ground disturbance and vegetation removal activities. The nesting bird pre-construction survey shall be conducted on foot inside the project footprint, including a 100-foot buffer (300-foot for raptors), and in inaccessible areas (e.g., private lands) from afar using binoculars to the extent practicable. The survey shall be conducted by a biologist familiar with the identification of avian species known to occur in southern California coastal communities. If nests are found, an avoidance buffer (dependent upon the species, the proposed work activity, and existing disturbances associated with land uses outside of the site) shall be determined and demarcated by the biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. No ground-disturbing activities shall occur inside this buffer until the avian biologist has confirmed that breeding/nesting is completed, and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist</p>	<p><b>Mitigation Measure MM 3.4-1b</b>, shall apply to all construction activities occurring on land.</p>	CVWD	CVWD CSD	<p>1. Include measure in contract documents.</p> <p>2. Confirm construction schedule occurs outside of February 1 – August 31.</p> <p>OR</p> <p>3. Confirm pre-construction nesting bird survey completed if construction must occur during bird breeding season.</p> <p>4. Verify avoidance buffer created if nests found.</p> <p>5. Verify ground-disturbing activities do not occur in nest buffer zone until breeding/nesting completed, if applicable.</p>	<p>1. Contracting</p> <p>2. Design</p> <p>OR</p> <p>3. Pre-Construction</p> <p>4. Pre-Construction</p> <p>5. Construction</p>	<p>1. ____</p> <p>2. ____</p> <p>OR</p> <p>3. ____</p> <p>4. ____</p> <p>5. ____</p>
<p><b>Impact 3.4-1:</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service (USFWS)?</p> <p><b>Impact 3.4-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p>	<p><b>MM 3.4-1c Avoidance of Monarch Butterfly Winter Roost Sites.</b> To minimize indirect project impacts to potential monarch butterfly roosts, monarch butterfly roosts shall be avoided during all construction activities related to project activities, tree removal/trimming, vegetation clearing, and grading activities (collectively, "land clearing activities"). This can be accomplished by implementing either one of the following options:</p> <ol style="list-style-type: none"> <li>1. Prohibit land clearing activities during the monarch wintering season (October 1 through March 1); or,</li> <li>2. Conduct site-specific surveys prior to land clearing activities during the monarch wintering season (October 1 through March 1) and</li> </ol>	<p><b>Mitigation Measure MM 3.4-1c</b> shall apply to all construction activities occurring on land.</p>	CVWD	CVWD CSD	<p>1. Include measure in contract documents.</p> <p>2. Verify monarch butterfly roosts avoided during all construction activities through either:</p> <ul style="list-style-type: none"> <li>• 2a: Confirm land clearing activities within 50 feet of monarch butterfly roosting sites prohibited from October 1 through March 1, if</li> </ul>	<p>1. Contracting</p> <p>2. Construction</p> <p>3. Construction</p>	<p>1. ____</p> <p>2. ____</p> <p>3. ____</p>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
	<p>avoid monarch roosts.</p> <p>If Option 2 is selected, surveys (described below) shall be conducted to identify any monarch roosts in the area proposed for disturbance. Monarch roosts shall be avoided during the wintering season by establishing a 50-foot buffer between land clearing activity and the roost.</p> <p>An initial monarch survey shall be conducted of all potentially suitable habitat areas within the APE 30-days prior to the initiation of land clearing activities. The project site must continue to be surveyed on a weekly basis with the last survey completed no more than 7 days prior to the initiation of land clearing activities. The monarch butterfly survey must cover monarch wintering habitat within the APE. If monarch roosts are found, land clearing activities within 50 feet surrounding the roost shall be postponed or halted while the monarchs are present (typically October 1 through March 1). Construction activities may occur outside of the 50-foot setback areas during this time.</p>				<p>applicable.</p> <ul style="list-style-type: none"> <li>• 2b: Confirm site-specific surveys were completed prior to land clearing activities</li> </ul> <p>3. If 2b is implemented, verify project site re-surveyed on a weekly basis and confirm construction activities occur outside of the 50-foot setback areas.</p>		
<p><b>Impact 3.4-2:</b> Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.4-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p>	<p><b>Mitigation Measure MM 3.4-2 Sensitive Habitat Fencing.</b> Prior to project mobilization, where the project is adjacent to native habitat (i.e., environmentally sensitive habitat area [ESHA], riparian habitat, wetland, sensitive natural communities), a certified biologist would identify native habitat to avoid, and temporary construction fencing shall be erected by the contractor at the edge of the temporary construction easement to avoid impacts to the habitat throughout the duration of construction.</p>	<p><b>Mitigation Measure MM 3.4-2a</b> shall apply to open cut trenching along Olive Avenue in the vicinity of the arroyo willow thicket.</p>	CVWD	CVWD CSD	<ol style="list-style-type: none"> <li>1. Include measure in contract documents.</li> <li>2. Verify certified biologist identified habitat area to avoid.</li> <li>3. Confirm temporary construction fencing installed to avoid habitat areas.</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Pre-Construction</li> <li>3. Pre-Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. ____</li> <li>2. ____</li> <li>3. ____</li> </ol>
<p><b>Impact 3.4-3:</b> Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p> <p><b>Impact 3.4-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p> <p><b>Impact 3.11-1:</b> Potential to violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?</p>	<p><b>Mitigation Measure MM 3.4-3a Disturbance Area and Staging.</b> Areas of temporary disturbance shall be minimized to the extent practicable. Staging and laydown areas shall be limited to sites unvegetated, previously disturbed (e.g., rights-of-way [ROWs], parking lots), and community parks (areas consisting of ruderal vegetation, ornamental landscaping, and outside of the Tree Protection Zone [TPZ; dripline plus 6 feet] of protected trees).</p>	<p><b>Mitigation Measure MM 3.4-3a</b> shall apply to all components of the Proposed Project.</p>	CVWD	CVWD CSD	<ol style="list-style-type: none"> <li>1. Include measure in contract documents.</li> <li>2. Verify that staging and laydown areas were limited to unvegetated, previously disturbed, and/or community park sites.</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. ____</li> <li>2. ____</li> </ol>
<p><b>Impact 3.4-3:</b> Have a substantial adverse effect on state or federally protected wetlands (including, but</p>	<p><b>Mitigation Measure MM 3.4-3b Material Storage.</b> Materials shall be stored on impervious surfaces or plastic ground covers to prevent any</p>	<p><b>Mitigation Measure MM 3.4-3b</b> shall</p>	CVWD	CVWD	<ol style="list-style-type: none"> <li>1. Confirm construction contracts require materials be stored as</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> </ol>	<ol style="list-style-type: none"> <li>1. ____</li> </ol>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
<p>not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p> <p><b>Impact 3.4-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p> <p><b>Impact 3.11-1:</b> Potential to violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?</p>	<p>spills or leakage. Material storage shall be at least 50 feet from Franklin Creek, Carpinteria Creek, and Carpinteria State Beach <u>unless otherwise allowed under applicable permits</u>. Any material/spoils from project activities shall be located and stored 50 feet from potential jurisdictional areas (Franklin Creek, Carpinteria Creek, and Carpinteria State Beach), <u>unless otherwise allowed under applicable permits</u>. Construction materials and spoils shall be protected from stormwater runoff using temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate.</p>	<p>apply to all components of the Proposed Project, except within the floodwall boundary of the CSD WWTP site.</p>			<p>described.</p> <p>2. Verify materials and spoils are stored as described, as applicable:</p> <ul style="list-style-type: none"> <li>• On impervious surfaces or plastic ground covers.</li> <li>• At least 50 feet from creeks and beach.</li> <li>• 50 feet from potential jurisdictional areas.</li> <li>• Protected from stormwater runoff.</li> </ul>	<p>2. Construction</p>	<p>2. _____</p>
<p><b>Impact 3.4-2:</b> Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.4-3:</b> Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p> <p><b>Impact 3.4-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p> <p><b>Impact 3.5-2:</b> Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.5-3:</b> Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p> <p><b>Impact 3.11-1:</b> Potential to violate any water quality</p>	<p><b>Mitigation Measure MM 3.4-3c Construction Best Management Practices.</b> To avoid and/or minimize potential indirect impacts to jurisdictional waters and water quality, the following Best Management Practices shall be implemented within 50 feet of Franklin Creek, Carpinteria Creek, and the stormwater drain:</p> <ol style="list-style-type: none"> <li>a. Prevent the off-site tracking of loose construction and landscape materials by implementing street sweeping, vacuuming, and rumble plates, as appropriate.</li> <li>b. Prevent the discharge of silt or pollutants off of the site when working adjacent to potentially jurisdictional waters. Install best management practices (BMPs) (i.e., silt barriers, sand bags, straw bales) as appropriate.</li> <li>c. Work adjacent to Franklin and Carpinteria Creeks shall ensure no wash water enters the receiving water bodies, through measures that may include locating site washout areas at least 50 feet from a storm drain, open ditch or surface water or implementation of barriers to control runoff, such that runoff flows from such activities do not enter receiving water bodies.</li> <li>d. All vehicles and equipment shall be in good working condition and free of leaks. The contractor shall prevent oil, petroleum products, or any other pollutants from contaminating the soil or entering a watercourse (dry or otherwise). When vehicles or equipment are stationary, mats or drip pans shall be placed below vehicles to contain fluid leaks.</li> <li>e. All re-fueling, cleaning, and maintenance of equipment will occur at least 50 feet from potentially jurisdictional waters (Franklin Creek, Carpinteria Creek, and the roadside storm water drain).</li> <li>f. Any spillage of material will be stopped if it can be done safely. The</li> </ol>	<p><b>Mitigation Measure MM 3.4-3c</b> shall apply to all components of the Proposed Project.</p>	<p>CVWD</p>	<p>CVWD CSD</p>	<ol style="list-style-type: none"> <li>1. Include measure in contracting documents.</li> <li>2. Identify the 50-foot buffer for Franklin Creek, Carpinteria Creek, and the stormwater drain on design drawings.</li> <li>3. Confirm best management practices listed in items (a), (b), (c), (d), (e), (f), and (g) of the measure are implemented within 50 feet of Franklin Creek, Carpinteria Creek, and the stormwater drain.</li> <li>4. Notify CVWD of spills, if applicable</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Design</li> <li>3. Construction</li> <li>4. Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> <li>4. _____</li> </ol>

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standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	contaminated area will be cleaned, and any contaminated materials properly disposed. For all spills, the project foreman or other designated liaison will notify CVWD immediately. g. Adequate spill prevention and response equipment shall be maintained on site and readily available to implement to ensure minimal impacts to the aquatic and marine environments.						
<b>Impact 3.4-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<b>Mitigation Measure MM 3.4-5 Tree Protection Zone Restrictions.</b> Components of the project footprint that occur within 20 feet of the canopy drip line of protected trees shall be subject to the following: a. No ground disturbance, grading, trenching, construction activities or structural development shall occur within the tree protection zone (TPZ; dripline plus 6 feet). b. No equipment, soil, or construction materials shall be placed within the TPZ. No oil, gasoline, chemicals, paints, solvents, or other damaging materials may be deposited within the TPZ or in drainage channels, swales or areas that may lead to the TPZ. c. If work within the TPZ cannot be avoided, a qualified arborist shall monitor all activities within the TPZ of protected trees. d. Unless otherwise directed by the arborist, all work within the TPZ, including brush clearance, digging, trenching and planting, shall be done with hand tools or small hand-held power tools that are of a depth and design that will not cause root damage. e. Where trenching or digging within the TPZ is specifically permitted, the work shall be conducted in a manner that minimizes root damage, as directed by an arborist. f. Grade changes outside of the TPZ shall not significantly alter drainage to protected trees. Grading within the TPZ shall use methods that minimize root damage and ensure that roots are not cut off from air. Where erosion may be a factor return and protect the original grade or otherwise stabilize the soil. g. Protected trees shall not be used for posting signs, electrical wires or pulleys; for supporting structures; and shall be kept free of nails, screws, rope, wires, stakes and other unauthorized fastening devices or attachments.	<b>Mitigation Measures MM 3.4-5</b> shall apply to all terrestrial components of the Proposed Project.	CVWD	CVWD	1. Include in contracting documents. 2. Identify tree protection zone (TPZ) for protected trees whose canopy drip lines fall within 20 feet of disturbance areas and staging areas on design drawings. 3. Mark off tree protection zone (canopy drip line plus 6 feet) prior to construction as an area to avoid. 4. Verify disturbance and activities in or that may affect the TPZ are avoided, consistent with items (a), (b), (f), and (g) of the measure. 5. If work occurs within the TPZ, confirm a qualified arborist monitors and directs activities consistent with items (c), (d), and (e) of the measure.	1. Contracting 2. Design 3. Pre-Construction 4. Construction 5. Construction	1. ____ 2. ____ 3. ____ 4. ____ 5. ____
<b>Impact 3.5-1:</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or USFWS?	<b>Mitigation Measure MM 3.5-1a Avoidance Measures for Marine Mammal and Sea Turtle Species.</b> To minimize disturbance to species status marine mammal and sea turtle species, general guidelines set forth in the Marine Mammal Protection Act shall be implemented. Vessels under power shall remain at least 100 yards (300 feet) away from whales and 50 yards (150 feet) from dolphins, porpoises, seals,	<b>Mitigation Measure MM 3.5-1a</b> shall apply to the Proposed Project activities associated with the ocean	CVWD	CSD	1. Include measure in contracting documents. 2. Verify vessel logs confirmed compliance with measure such that under power they remained	1. Contracting 2. Construction	1. ____ 2. ____

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<p><b>Impact 3.5-2:</b> Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.5-4:</b> Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</p> <p><b>Impact 3.5-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p> <p><b>Impact 3.14.1:</b> Temporary or permanent increase in ambient noise levels in excess of applicable standards?</p>	<p>sea lions and sea turtles. When encountering marine mammals, the vessel shall slow down, operate at no-wake speed and the vessel shall be put in neutral to let the individual pass.</p> <p><b>DOES NOT APPLY TO THE MODIFIED PROJECT</b></p>	<p>outfall improvements.</p>			<p>at least 100 yards away from whales and 50 yards from dolphins, porpoises, seals, sea lions and sea turtles and allowed marine mammals to pass as described in the measure.</p>		
<p><b>Impact 3.5-1:</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.5-2:</b> Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.5-5:</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p> <p><b>Impact 3.14.1:</b> Temporary or permanent increase in ambient noise levels in excess of applicable standards?</p>	<p><b>Mitigation Measure MM 3.5-1b Subtidal Biological Survey.</b> To minimize direct project impacts to special status abalone species and offshore ESHA including rocky points, intertidal areas, subtidal reefs and kelp beds, at least 45 days prior to the start of in-water project activities, a subtidal biological survey shall be completed by a qualified biologist to document areas of kelp, special status species, and rocky reef within the Marine APE and a 100-foot buffer. Results of this survey, specifically of the kelp survey, shall be provided to the California Coastal Commission if requested. If the survey identifies rocky reefs, kelp bed, or special status species, project activities shall avoid and anchor project-related vessels at least 50 feet away from special status species and habitat, if feasible. If the area cannot be avoided, the project shall utilize techniques that minimize turbidity (i.e. installation of a turbidity curtain), scarring on rocky habitat, and down cast sand excavated at or near the outfall into sand channels away from rocky habitat. For consistency with Policy OSC-4 of the City's General Plan/Local Coastal Land Use Plan, a post construction survey shall be completed by a qualified biologist to document final conditions.</p> <p><b>DOES NOT APPLY TO THE MODIFIED PROJECT</b></p>	<p><b>Mitigation Measure MM 3.5-1b</b> shall apply to the Proposed Project activities associated with the ocean outfall improvements.</p>	<p>CVWD</p>	<p>CSD</p>	<ol style="list-style-type: none"> <li>1. Include measure in contracting documents.</li> <li>2. Confirm subtidal biological survey was completed by qualified biologist.</li> <li>3. Identify 50-foot buffer to avoid during vessel anchoring, as applicable, and include on appropriate mapping and design drawings.</li> <li>4. Verify project-related vessels were kept at least 50 feet away from special status species and habitat OR confirm techniques were utilized to minimize impact to habitat if special status habitat could not be avoided.</li> <li>5. Verify post construction</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Pre-Construction</li> <li>3. Pre-Construction</li> <li>3. Construction</li> <li>4. Construction</li> <li>5. Post-Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. ____</li> <li>2. ____</li> <li>3. ____</li> <li>4. ____</li> <li>5. ____</li> </ol>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
					survey completed by a qualified biologist.		
<p><b>Impact 3.6-2:</b> Cause a substantial adverse change in the significance of a unique archeological resource pursuant to Section 15064.5?</p> <p><b>Impact 3.19-1:</b> Potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?</p> <p><b>Impact 3.19-2:</b> Potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe?</p>	<p><b>MM 3.6-2a Archaeological and Native American Monitoring.</b> CVWD shall retain a qualified archaeological and Native American monitor to be present during ground disturbing activities such as grading, trenching, or excavation within the vicinity of Prehistoric Archeological Site CA-SBA-7 (CA-SBA-7) (the AWP and directly adjacent conveyance pipelines). Archeological monitoring shall be performed during initial ground disturbance only (not entire construction timeframe) under the direction of an archaeologist meeting the Secretary of the Interior’s Professional Qualifications Standards for archeology (National Park Service, 1983). Native American monitoring should be provided by a locally affiliated tribal member. Monitors shall have the authority to halt and redirect work should any archaeological resources be identified during monitoring. If archaeological resources are encountered during ground-disturbing activities, work in the immediate vicinity area must halt and the find evaluated for listing in the California Register of Historical Resources (California Register) and the National Register of Historic Places. Archeological or Native American monitoring or both may be reduced or halted at the discretion of the monitors, in consultation with CVWD, as warranted by conditions such as encountering bedrock, sediments being excavated are fill, or negative findings during the first 60% of rough grading. If monitoring is reduced to spot-checking, spot-checking shall occur when ground-disturbances moves to a new location within the project site and when ground disturbance will extend to depths not previously reached (unless those depths are within bedrock)</p>	<p><b>Mitigation Measure MM 3.6-2a</b> shall apply to initial ground disturbance up to a depth of 10 feet within the vicinity of CA-SBA-7</p>	CVWD	CVWD CSD	<ol style="list-style-type: none"> <li>1. Include measure in contracting documents.</li> <li>2. Require qualified archaeological monitor be present during initial ground disturbing areas within the vicinity of Prehistoric Archeological Site CA-SBA-7 and a locally-affiliated Native American monitor was present during ground disturbing activities within the vicinity of Prehistoric Archeological Site CA-SBA-7.</li> <li>3. If resources are unearthed, halt work and consult with the find evaluated and reported by archaeologist and/or Native American monitor, as appropriate.</li> <li>4. Conduct spot-checking during ground-disturbances at new locations or when extended to new depths, if monitoring is reduced on the recommendation of the qualified monitors.</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Construction</li> <li>3. Construction</li> <li>4. Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> <li>4. _____</li> </ol>
<p><b>Impact 3.6-2:</b> Cause a substantial adverse change in the significance of a unique archeological resource pursuant to Section 15064.5?</p> <p><b>Impact 3.19-1:</b> Potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural</p>	<p><b>MM 3.6-2b Unanticipated Discovery of Cultural Resources.</b> If cultural resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the Interior’s Professional Qualification Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the find. If the discovery proves to be significant under the National Historic Preservation Act of 1966 (NHPA) and/or</p>	<p><b>Mitigation Measure MM 3.6-2b</b> shall apply to all Proposed Project-related ground disturbing activities.</p>	CVWD	CVWD CSD	<ol style="list-style-type: none"> <li>1. Include measure in contracting documents.</li> <li>2. If resources are unearthed during construction, halt work and consult with archaeologist to evaluate find and identify appropriate treatment measures.</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Construction</li> <li>3. Construction</li> <li>4. Post-Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> <li>4. _____</li> </ol>

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<p>landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?</p> <p><b>Impact 3.19-2:</b> Potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe?</p>	<p>CEQA, additional work such as data recovery excavation and Native American consultation shall occur, as necessary, to mitigate any significant impacts or adverse effects.</p>				<p>3. If resources are determined to be significant, implement data recovery excavation and Native American consultation.</p> <p>4. Verify treatment of cultural resources was completed appropriately, if necessary.</p>		
<p><b>Impact 3.6-3:</b> Disturb any human remains, including those interred outside of formal cemeteries.</p> <p><b>Impact 3.19-1:</b> Potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?</p> <p><b>Impact 3.19-2:</b> Potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section</p>	<p><b>MM 3.6-3 Unanticipated Discovery of Human Remains.</b> In the event of an unanticipated discovery of human remains, the County Coroner shall be notified immediately, and no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98 in accordance with the State of California Health and Safety Code Section 7050.5. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission, which will determine and notify a most likely descendant. The most likely descendant has 48 hours from being granted access to the site to make recommendations for the disposition of the remains. If the most likely descendant does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from subsequent disturbance.</p>	<p><b>Mitigation Measure MM 3.6-3</b> shall apply to all Proposed Project-related ground disturbing activities.</p>	<p>CVWD</p>	<p>CVWD CSD County Coroner NAHC</p>	<p>1. Include measure in contract documents.</p> <p>2. Confirm County Coroner notified immediately if unanticipated human remains discovered.</p> <p>3. Verify adequate consultation with Native American Heritage Commission has occurred, if applicable.</p> <p>4. Verify reburial has occurred in an appropriate area and manner, if applicable.</p>	<p>1. Contracting 2. Construction 3. Construction 4. Post-Construction</p>	<p>1. ____ 2. ____ 3. ____ 4. ____</p>

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<p>21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe?</p>							
<p><b>Impact 3.8-1:</b> Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <ul style="list-style-type: none"> <li>i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?</li> <li>ii) Strong seismic ground shaking?</li> <li>iii) Seismic-related ground failure, including liquefaction?</li> <li>iv) Landslides?</li> </ul> <p><b>Impact 3.8-3:</b> Be located on geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?</p> <p><b>Impact 3.8-4:</b> Be located on expansive soil, as defined in Table 18 1 B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?</p>	<p><b>MM 3.8-1 Complete a Geotechnical Analysis, Assess Potential for Liquefaction and Expansive Soils and Incorporate Protective Measures.</b> All of the Proposed Project's components would be located within an area of high expansive soils or an area at risk for liquefaction. During design for all project components, CVWD shall complete an engineering geotechnical and soils report that assesses potential for seismic-related risks and liquefaction. CVWD shall incorporate protective measures as necessary, based on the findings of the geotechnical and soils report. Pipelines shall be installed within consolidated engineered backfill. Protective measures may include the use of specific materials (e.g., pvc instead of cement pipes), design features such as thickness of pipes or foundations, methods that comply with standards and regulations for areas with potential for liquefaction, or selection of materials resistant to the effects of liquefaction.</p>	<p><b>Mitigation Measure 3.8-1</b> shall apply to all components of the Proposed Project.</p>	<p>CVWD</p>	<p>CVWD CSD</p>	<ul style="list-style-type: none"> <li>1. Include measure in contracting documents.</li> <li>2. Complete engineering geotechnical and soils report and include protective measures in design drawing, plans, and specifications, as appropriate.</li> <li>3. Verify that pipelines are installed within consolidated engineered backfill and protective measures identified in design drawings, plans, and specifications were implemented.</li> </ul>	<ul style="list-style-type: none"> <li>1. Contracting</li> <li>2. Design</li> <li>3. Post-Construction</li> </ul>	<ul style="list-style-type: none"> <li>1. ____</li> <li>2. ____</li> <li>3. ____</li> </ul>
<p><b>Impact 3.8-6:</b> Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</p>	<p><b>MM 3.8-6 Fossil Discovery, Preparation, and Curation.</b> In the event an unanticipated fossil discovery is made during the course of the project development, then in accordance with SVP (2010) guidelines, a qualified professional paleontologist should be retained in order to</p>	<p><b>Mitigation Measure MM 3.8-6</b> shall apply if paleontological resources are</p>	<p>CVWD</p>	<p>CSD</p>	<ul style="list-style-type: none"> <li>1. Include measure in contracting documents.</li> <li>2. Consult with qualified</li> </ul>	<ul style="list-style-type: none"> <li>1. Contracting</li> <li>2. Construction</li> </ul>	<ul style="list-style-type: none"> <li>1. ____</li> <li>2. ____</li> </ul>

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	<p>examine the find and to determine if further paleontological resources mitigation is warranted. The paleontologist shall have the authority to temporarily direct, divert or halt construction activity to ensure fossil(s) can be assessed for scientific significance and if necessary, removed in a safe and timely manner. Once salvaged, significant fossils shall be identified to the lowest possible taxonomic level, prepared to a curation-ready condition and curated in a scientific institution with a permanent paleontological collection (such as the Natural History Museum of Los Angeles County) along with all pertinent field notes, photos, data, and maps.</p>	<p>encountered during construction of the AWPf.</p>			<p>professional paleontologist if fossil discovery is made during construction.</p> <p>3. Confirm that fossil discoveries are recorded and treated in accordance with direction provided by paleontologist, as applicable.</p>	<p>3. Post-Construction</p>	<p>3. _____</p>
<p><b>Impact 3.10-1:</b> Potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</p> <p><b>Impact 3.10-3:</b> Potential to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p>	<p><b>MM 3.10-1a Preparation of Hazardous Materials Business Plan.</b> CSD shall amend its existing Hazardous Materials Business Plan (HMBP) for the WWTP to address the addition of the AWPf and pump station. The HMBP shall include, at a minimum, a hazardous materials inventory, site plan, emergency response plan, and requirements for employee training. The HMBP shall be amended prior to the use and storage of chemicals during construction or operation of the Proposed Project. The HMBP shall inform staff and contractors of the chemicals that may be used at the site and how to respond to potential hazardous material emergencies or exposure. CSD shall confirm training and signage included in the HMBP are completed and posted at the AWPf and associated chemical storage. CSD shall confirm that the hazardous materials inventory is consistent with chemicals ordered by contractors during construction and by CSD for operation and maintenance of the AWPf, pump station, and associated facilities.</p>	<p><b>Mitigation Measure MM 3.10-1a</b> shall apply to the routine use and storage of hazardous materials and chemicals required for operation of the AWPf and associated facilities.</p>	<p>CSD CVWD</p>	<p>CSD CVWD</p>	<p>1. Include measure in contracting documents, as applicable.</p> <p>2. Amend WWTP's HMBP to include AWPf and pump station.</p> <p>3. Conduct HMBP training and erect signage, as appropriate.</p> <p>3. Verify hazardous material inventory is consistent.</p>	<p>1. Contracting 2. Pre-Construction 3. Pre-Construction 4. Construction</p>	<p>1. _____ 2. _____ 3. _____ 4. _____</p>
<p><b>Impact 3.4-2:</b> Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or USFWS?</p> <p><b>Impact 3.10-1:</b> Potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</p> <p><b>Impact 3.10-2:</b> Potential to create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</p>	<p><b>MM 3.10-1b Hazardous Materials Management and Spill Prevention and Control Plan.</b> Before construction begins, CVWD and CSD shall require its construction contractor to prepare a Hazardous Materials Management Spill Prevention and Control Plan that includes a project-specific contingency plan for hazardous materials and waste operations. The Plan will be applicable to construction activities and will establish policies and procedures according to applicable codes and regulations, including but not limited to the California Building and Fire Codes, and federal and California Occupational Safety and Health Administration (Cal/OSHA) regulations, to minimize risks associated with hazardous materials spills. Elements of the Plan will include, but not be limited to the following:</p> <ul style="list-style-type: none"> <li>A discussion of hazardous materials management, including delineation of hazardous material storage areas, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;</li> </ul>	<p><b>Mitigation Measure MM 3.10-1b</b> shall apply to construction of the Proposed Project, as it relates to routine use and transport of hazardous materials.</p>	<p>CSD CVWD</p>	<p>CSD CVWD</p>	<p>1. Include measures in contracting documents, as applicable.</p> <p>2. Confirm Hazardous Material Management Spill Prevention and Control Plan is prepared that includes, at minimum, the elements identified in the measure.</p>	<p>1. Contracting 2. Pre-Construction</p>	<p>1. _____ 2. _____</p>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
<p><b>Impact 3.10-3:</b> Potential to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p>	<ul style="list-style-type: none"> <li>Notification and documentation of procedures; and</li> <li>Spill control and countermeasures, including employee spill prevention/response training.</li> </ul>						
<p><b>Impact 3.10-4:</b> Potential to be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</p>	<p><b>MM 3.10-4 Contingency Plan for Contaminated Soil and/or Groundwater.</b> If Well Site #6 or the Southern Potential Pipeline Alignment along 6th Street at Linden Avenue are selected as components of the Proposed Project, CVWD shall conduct a Phase I Environmental Site Assessment to evaluate the potential for contaminated soils within the Proposed Project footprint. If the Phase I Environmental Site Assessment is positive, CVWD shall conduct soils testing prior to excavation activities in those sites to evaluate the risk of encountering contaminated soils. If soils testing finds contaminated soils or groundwater, construction will be halted in the area and the type and extent of the contamination shall be evaluated. CVWD will develop a contingency plan to dispose of contaminated soils or groundwater through consultation with appropriate regulatory agencies prior to continuation of work. The contingency plan may include, but not be limited to, a plan for safe handling of contaminated soils, a description of the required personal protective equipment for workers during excavation of contaminated soils, and identification of proper disposal sites and methods. CVWD will designate a monitor to confirm compliance with the contingency plan during excavation activities in the contaminated area.</p>	<p><b>Mitigation Measure MM 3.10-4</b> shall apply to construction of Well Site #6 and the Southern Potential Pipeline Alignment along 6th Street at Linden Avenue.</p>	CVWD	CVWD	<ol style="list-style-type: none"> <li>1. Include measure in contract documents.</li> <li>2. Verify Phase I Environmental Site Assessment was conducted if Well Site #6 or the Southern Potential Pipeline Alignment along 6<sup>th</sup> Street at Linden Avenue were selected.</li> <li>3. If Phase I Environmental Site Assessment is positive, conduct soil testing.</li> <li>4. Confirm construction halted and soil contamination identified if soil testing finds contaminated soils or groundwater.</li> <li>5. If found, consult with appropriate regulatory agencies, prepare contingency plan for contaminated soil or groundwater disposal, and confirm any necessary monitoring was completed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Pre-Construction</li> <li>3. Pre-Construction</li> <li>4. Construction</li> <li>5. Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> <li>4. _____</li> <li>5. _____</li> </ol>
<p><b>Impact 3.10-7:</b> Potential to expose people or structures either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?</p> <p><b>Impact 3.21-2:</b> Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?</p> <p><b>Impact 3.21-3:</b> Require the installation or</p>	<p><b>MM 3.10-7 Implement Construction Equipment and Staging Area BMPs.</b> CVWD and CSD contractors shall be required to clear construction staging areas of dried vegetation and other material that could ignite, and store equipment that heats up only in cleared areas. CVWD and CSD contractors shall be required to keep all construction equipment in good working order and equipped with spark arrestors to prevent potential sparks. CVWD and CSD shall require its contractor to use a spotter during welding activities, and shall require that fire extinguishers are available at all construction sites. Confirmation of these practices will be made by CVWD or CSD staff or their designated representative through periodic site visits.</p>	<p><b>Mitigation Measure MM 3.10-7</b> shall apply to construction of all components of the Proposed Project.</p>	CVWD CSD	CVWD CSD	<ol style="list-style-type: none"> <li>1. Include measure in contracting documents.</li> <li>2. Verify fire safety measures as described the mitigation measure are implemented.</li> <li>3. Confirm fire extinguishers available and verify a spotter is used during welding activities.</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Construction</li> <li>3. Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> </ol>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
<p>maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?</p>							
<p><b>Impact 3.4-3:</b> Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p> <p><b>Impact 3.11-1:</b> Potential to violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?</p>	<p><b>MM 3.11-1 Frac-Out Prevention and Contingency Plan.</b> Prior to constructing a trenchless crossing of Franklin Creek, a <i>Frac-Out Prevention and Contingency Plan</i> shall be developed. At minimum the plan shall prescribe the following measures to ensure protection of aquatic resources, special status plans and wildlife:</p> <ul style="list-style-type: none"> <li>Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;</li> <li>Procedures for timely detection of frac-outs;</li> <li>Procedures for timely response and remediation in the event a frac-out; and</li> <li>Monitoring of drilling and frac-out response activities by a qualified biologist</li> </ul> <p><b>DOES NOT APPLY TO THE MODIFIED PROJECT</b></p>	<p><b>Mitigation Measure MM 3.11-1</b> shall apply to all trenchless crossings.</p>	CVWD	CVWD	<p>1. Include measure in contracting documents, if HDD is utilized.</p> <p>2. Verify Frac-Out Prevention and Contingency Plan developed and at minimum meets the requirements in the measure, if HDD is utilized.</p>	<p>1. Contracting</p> <p>2. Pre-construction</p>	<p>1. _____</p> <p>2. _____</p>
<p><b>Impact 3.12-2.</b> Potential to cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program [LCP], or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</p> <p><b>Impact 3.14.1:</b> Temporary or permanent increase in ambient noise levels in excess of applicable standards?</p> <p><b>Impact 3.14.2:</b> Generation of excessive groundborne vibration or groundborne noise?</p>	<p><b>MM 3.14-1a. Noise Control Measures to Reduce Construction Noise.</b> In order to comply with the affected City and County Municipal Codes and noise ordinances, CVWD's and CSD's construction contractors shall implement the following measures:</p> <ul style="list-style-type: none"> <li><b>Limit Construction Hours:</b> Construction hours shall be limited to times authorized under the City and County Municipal Codes and as allowed by applicable permits. Within the City of Carpinteria, noise-generating construction will be limited to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, and prohibited on Saturday and Sunday, unless otherwise necessary. Non-noise generating project activities, including but not limited to equipment maintenance, refueling, preparations, and on-site meetings, would not be subject to these time limits unless otherwise specified in applicable permits. After-hours permits may be acquired if determined that it is required and serves the public interest. For the County of Santa Barbara, construction-related noise is restricted between 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and midnight and 7:00 a.m. Friday and Saturday to levels less than 60 dB at the edge of the property line, or those that are not clearly discernable 100 feet from the property line.</li> <li><b>After-Hours Construction:</b> If construction outside of the City and</li> </ul>	<p><b>Mitigation Measure MM 3.14-1a</b> shall apply to all Proposed Project construction activities.</p>	CVWD	CVWD CSD	<p>1. Include measure in contract documents.</p> <p>2. Notify residents that may experience after-hours construction noise that cannot be reduced to 75 dBA at the property line that they are eligible for temporary housing during the period of construction where noise levels exceed applicable thresholds and permits.</p> <p>3. Confirm appropriate notifications are provided to relevant sectors of the community as described in the measure.</p> <p>4. Verify construction occurs</p>	<p>1. Contracting</p> <p>2. Pre-construction</p> <p>3. Pre-construction</p> <p>4. Construction</p> <p>5. Construction</p> <p>6. Construction</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>6. _____</p>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
	<p>County restricted hours is required, CVWD and CSD shall obtain CUP approval for such activities prior to initiation of construction. For each site requiring after-hours construction within 1,000 feet of residential areas, CVWD or its contractor shall install a temporary sound wall barrier around the site of construction activities. The sound wall barrier shall be 24 feet in nominal height with blanketed wall panels having a minimum sound transmission class rating of 25 to mitigate noise levels to less than 75 dBA CNEL at the property line of the receptor. Sound levels shall be continuously monitored throughout construction activities to ensure adequate noise reduction.</p> <ul style="list-style-type: none"> <li>• <b>Construction at St. Joseph's Church:</b> Where construction permits allow construction on Sundays, drilling of the injection well at Well Site #3 shall be temporarily halted during Mass on Sundays. Drilling may resume between mass times as determined necessary by the drilling contractor to maintain integrity of the borehole. Sunday Mass times are scheduled at 7:00 a.m., 9:00 a.m., 11:00 a.m., and 5:30 p.m. and last for approximately 1 hour. Construction contractor shall coordinate with St. Joseph's Church staff on specific times drilling will stop and recommence on Sundays to avoid drilling during Sunday Mass. Specific Sunday Mass hours provided by St. Joseph's Church staff shall take precedence over the times listed here.</li> <li>• <b>Equipment Location and Shielding:</b> CVWD and CSD shall require its contractors to locate stationary noise-generating construction equipment such as air compressors and generators as far as possible from homes and businesses within the City of Carpinteria. At the well sites, the contractor shall install a temporary sound barrier between the construction site and potential sensitive receptors such as residential areas or schools during construction to mitigate elevated noise levels. Sound barriers may include sound blankets or sound walls, or other appropriate features. The final selection of noise barriers will be reviewed and approved by CVWD and the City during the CUP approval process.</li> <li>• <b>Temporary Housing during After-Hours Construction:</b> For residences within 100 feet of nighttime drilling where sound attenuation may be unable to reduce noise levels to 75 dBA at the property line, CVWD may temporarily provide alternative housing (e.g., hotel accommodations) for those residents who request such accommodations and whose properties fall within areas where after-hours construction noises cannot feasibly be mitigated to less than 75 dBA</li> <li>• <b>Locate Staging Areas away from Sensitive Receptors:</b> The</li> </ul>				<p>during approved hours and seasons as listed in the measure or as allowed by applicable permits.</p> <p>5. Confirm noise dampening measures are implemented during construction, consistent with the measure.</p> <p>6. Conduct noise and vibration monitoring and adjust construction methods or noise dampening measures as necessary.</p>		

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
	<p>contractor shall select construction staging areas as far as feasibly possible from sensitive receptors. Prior to construction, the construction contractor shall identify and receive approval of the construction staging areas from the City of Carpinteria Public Works Department via written approval from a City engineer.</p> <ul style="list-style-type: none"> <li>• <b>Install and Maintain Mufflers on Construction Equipment in Excess of 85 dBA:</b> Construction equipment that generates noise in excess of 85 dBA at 100 feet shall be fitted with mufflers to reduce noise to less than 85 dBA when measured 100 feet from the equipment. CVWD and CSD shall require the contractor to maintain construction equipment with specified noise-muffling devices to achieve stated performance measures. Noise testing shall be required to demonstrate the equipment has been installed and is properly reducing noise levels.</li> <li>• <b>Idling Prohibition and Enforcement:</b> CVWD and CSD shall prohibit unnecessary idling of internal combustion engines. In practice, this would mean turning off equipment if it would not be used for five or more minutes.</li> <li>• <b>Install Measures to Reduce Vibration:</b> Should pile driving or a vibratory roller be required for Proposed Project construction, the contractor shall conduct vibration monitoring at any residences or buildings located less than 50 feet from construction activities using such equipment. Ground vibration levels at the nearest residential structure to the construction site shall be monitored using vibration sensor(s) or velocity transducer with adequate sensitivity capable of measuring peak particle velocity level in the frequency range of 1 Hz to 100 Hz. If the vibration level due to construction activities exceeds the Proposed Project's criteria of 0.2 inch/second, the contractor shall make modifications/revisions to construction methods for approval by CVWD and CSD. Measures may include features such as use of roller compactor in lieu of vibratory compactors to ensure that the PPV remains at less than the 0.2 inch/second threshold.</li> <li>• <b>Pre-Construction Notification:</b> At least two weeks prior to construction, written notifications to residents within 500 feet of the Proposed Project shall be sent, identifying the type, duration, and frequency of construction activities. For sensitive receptors, written notification shall either be hand-delivered or sent via certified mail. Signage shall also be posted at the construction site. Notifications shall also identify a mechanism for residents to complain to CVWD for construction related noise. As required by the California Coastal Commission, noticing to mariners will be provided in advance of work on the ocean outfall.</li> </ul>						

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	<ul style="list-style-type: none"> <li>• <b>Schedule Construction on School Property Outside the School Year:</b> If Well Site #1 is selected for an injection well, construction at Well Site #1 shall be limited to school holidays (summer, winter, or spring break) as appropriate for the required construction timeframe.</li> <li>• <b>Appoint a Primary Point of Contact:</b> CVWD and CSD will appoint a staff member or a third-party public information officer to act as primary point of contact for their respective components of the Proposed Project. This point of contact shall serve as a public information officer to receive comments from the public, as well as provide updated project information as appropriate during the project planning, design, and construction stages.</li> </ul>						
<p><b>Impact 3.10-6:</b> Potential to impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</p> <p><b>Impact 3.12-2:</b> Potential to cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program [LCP], or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</p> <p><b>Impact 3.16-1:</b> Potential to result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: fire protection, police protection, schools, parks, other public facilities?</p> <p><b>Impact 3.18-1:</b> Potential to conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?</p> <p><b>Impact 3.18-3:</b> Potential to substantially increase hazards due to a geometric design feature (e.g.,</p>	<p><b>MM 3.18-1 Develop and Implement a Transportation Management Plan.</b> Prior to construction, a Transportation Management Plan shall be developed by CVWD. The Transportation Management Plan shall be implemented by CVWD's and CSD's construction contractor during construction of the Proposed Project and shall conform to California Department of Transportation's (Caltrans') Transportation Management Plan Guidelines. Such a plan shall include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• <b>Transportation Routes:</b> CVWD shall determine construction staging site locations and potential road closures, alternate routes for detours, and planned routes for construction-related vehicle traffic. It shall also identify alternative safe routes and policies to maintain safety along bike and pedestrian routes during construction.</li> <li>• <b>Coordination with Emergency Services:</b> CVWD shall coordinate with the police, fire, and other emergency services to alert these entities about potential construction delays and alternate emergency access routes if necessary. To the extent possible, CVWD shall minimize the duration of disruptions/closures to roadways and critical access points for emergency services.</li> <li>• <b>Coordination with Recreation Facilities:</b> CVWD shall also coordinate with any affected recreational facilities owners/operators to minimize the duration of disruptions/closures to recreational facilities and adjacent access points.</li> <li>• <b>Coordination with MTD:</b> If the Proposed Project will affect access to existing MTD bus stops, the Transportation Management Plan shall also include temporary, alternative bus stops, as determined in coordination with MTD.</li> <li>• <b>Coordination with Caltrans:</b> CVWD shall coordinate with Caltrans on its construction schedule, potential road or lane closures, and alternate routes that may affect Caltrans-owned or operated facilities</li> </ul>	<p><b>Mitigation Measure MM 3.18-1</b> shall apply to construction activities requiring lane or road closures or detours that would impact any mode of transportation including mass transit, roadway, bicycle and pedestrian facilities.</p>	<p>CVWD CSD</p>	<p>City Transportation Safety Committee, Transportation Committee, and City Public Works Director/City Engineer  CVWD CSD</p>	<ol style="list-style-type: none"> <li>1. Include measure in contracting documents.</li> <li>2. Confirm Transportation Management Plan developed and includes the elements listed in the measure.</li> <li>3. Confirm appropriate coordination and noticing has occurred consistent with the approved Transportation Management Plan.</li> <li>4. Verify Transportation Management Plan implemented.</li> <li>5. Confirm impervious surfaces restored to pre-construction conditions.</li> </ol>	<ol style="list-style-type: none"> <li>1. Contracting</li> <li>2. Pre-Construction</li> <li>3. Pre-construction</li> <li>4. Construction</li> <li>5. Post-Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> <li>4. _____</li> <li>5. _____</li> </ol>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
<p>sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</p> <p><b>Impact 3.18-4:</b> Potential to result in inadequate emergency access?</p> <p><b>Impact 3.21-1:</b> Substantially impair an adopted emergency response plan or emergency evacuation plan?</p>	<p>and to confirm the Transportation Management Plan conforms with Caltrans' Transportation Management Plan Guidelines.</p> <ul style="list-style-type: none"> <li>• <b>Coordination with Schools:</b> CVWD shall coordinate timing of construction with the nine schools in the vicinity of the Proposed Project to minimize construction impacts during the regular school year.</li> <li>• <b>Transportation Control and Safety:</b> The Transportation Management Plan shall provide for traffic control measures including flag persons, warning signs, lights, barricades, cones, and/or detour routes to provide safe passage of vehicular, bicycle and pedestrian traffic and access by emergency responders.</li> <li>• <b>Plan Approval:</b> This plan shall be submitted to the City's planning or public works departments for review and acceptance by the City Transportation Safety Committee, Transportation Committee, and City Public Works Director/City Engineer, as well as any necessary permits acquired prior to construction.</li> <li>• <b>Public Notification:</b> Prior to beginning construction, written notice shall be provided regarding potential road closures as described in the Transportation Management Plan. Notice shall be delivered to potentially affected properties within a 500-foot radius, as determined by the City's Public Works Director/City Engineer. The notice shall contain a brief description of the work, work dates, and contact information of the Contractor's superintendent and the Engineer. The notice shall be delivered at ten (10) calendar days and again at two (2) working days prior to beginning the work. The notice shall be in the form of a door hanger made of index paper with the size of 14 inches by 4.5 inches. The notice shall be in English with translation in Spanish. A revised notice will be delivered in the event of delays in schedule, as soon as reasonably possible after a delay is identified and revised schedule known.</li> <li>• <b>Resurfacing Standards:</b> Where impervious surfaces such as roadway ROWs or sidewalks, are disturbed by construction activities (e.g., excavation, staging, etc.), these surfaces shall be restored to pre-construction conditions and in accordance with applicable City and County standards.</li> </ul>						
<p><b>Cumulative Impacts Analysis:</b> Evaluation of the Proposed Project's potential contribution to a cumulative environmental impact when considered with all closely related past, present, or reasonably foreseeable future projects.</p>	<p><b>Mitigation Measure CUM-1:</b> CVWD and/or its Contractor shall coordinate with the City of Carpinteria, Santa Barbara County and CSD and their contractor, as applicable, to coordinate construction schedules and construction materials delivery routes to ensure that roadway impacts are minimized during Proposed Project construction, either through the use of different haul routes or through timing of construction.</p>	<p><b>Mitigation Measure CUM-1</b> shall apply to all Proposed Project components.</p>	<p>CVWD</p>	<p>CVWD CSD</p>	<p>1. Include measure in contract documents. 2. Verify appropriate coordination of construction schedules and delivery routes</p>	<p>1. Contracting 2. Pre-construction</p>	<p>1. ____ 2. ____</p>

Impact Statement	Mitigation Measure	Relevant CAPP Components	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
	In the event that construction of the Proposed Project occurs concurrently with Caltrans construction on U.S. Highway 101 in Carpinteria, coordination with Caltrans on construction schedule will also be required.				has occurred with City of Carpinteria, Santa Barbara County, Caltrans, CSD, CVWD, and other entities as appropriate.		

**PART B**  
**Special Provisions**  
**Technical Specifications**  
**Construction Drawings**

**CARPINTERIA VALLEY WATER DISTRICT  
CAPP INJECTION AND MONITORING WELLS**

**SECTION 100  
SPECIAL PROVISIONS**

- Section 101 - Intent and Purpose
- Section 102 - Location
- Section 103 - Hydrogeologic Conditions
- Section 104 - Qualifications of Contractor
- Section 105 - Construction Schedule and Sequencing
- Section 106 - Overview of Work to be Done
- Section 107 - Other Work Required
- Section 108 - Services Provided by CVWD
- Section 109 - Water Supply for Construction
- Section 110 - Storm Water Pollution Prevention Plan
- Section 111 - Traffic Control

## **SECTION 101 - INTENT AND PURPOSE**

This section of the Contract Documents is intended to provide the Carpinteria Valley Water District (hereinafter referred to as CVWD) with two complete injection wells (IWs). The injection wells will be identified as the Linden and Meadow View Injection Wells. The design injection capacity of each of the IWs is 450 gallons per minute (gpm) with backflush pumping capacities of 900 gpm.

The project also includes the drilling of two, three-well monitoring well (MW) clusters that “pair” with the two IWs at the Linden and Meadow View sites. Depth discreet MW clusters are critical elements for the CAPP project and will allow for the collection of important water-level and water-quality data to track injected water in the aquifer and to monitor basin conditions.

## **SECTION 102 - LOCATION**

A map showing the project site locations is presented in **Figure 1**.

The two IW sites are located in the City of Carpinteria, California. The Linden IW is located at the St. Joe’s Church site on Linden Ave. The location of the Meadow View IW is within the City of Carpinteria right-of-way in Meadow View Lane. The work areas consisting of temporary construction easements (TCEs) for the project IWs are two polygonal areas at each site and are shown in **Figures 2 and 3**, respectively.

The two MW cluster sites are identified as the Linden MW cluster and the Ag Parcel MW cluster, which are located in the City of Carpinteria, California, and in the unincorporated area of Santa Barbara County, respectively. The Linden MW cluster is co-located at the St. Joe’s Church site on Linden Ave with the Linden IW and is also shown in **Figure 2**. The Ag Parcel site is located west of the Meadow View IW across Franklin Creek in a agricultural parcel and is shown in **Figure 4**.

It will be the responsibility of the Contractor to inspect the drilling sites and make provisions for physically moving onto and off the sites with personnel, equipment, supplies, and materials.

## **SECTION 103 – HYDROGEOLOGIC CONDITIONS**

The Carpinteria Groundwater Basin (CGB) has been studied extensively over the last 60 years in previous investigations, most notably by the United States Geological Survey (USGS), *Geology and Ground Water Reservoirs of the South-Coast Basin of Santa Barbara County, California*, USGS Water Supply Paper 1108, J.E. Upson, 1951, Geotechnical Consultants, Inc. (GTC), *Hydrogeologic Investigation of Carpinteria Ground Water Basin*, dated June 1976, and most recently by Pueblo Water Resources, Inc. (PWR), *Hydrogeologic Update and Groundwater Model Project*, dated June 2012. These documents have extensively documented the stratigraphy, structure, and hydraulic characteristics of the aquifer systems of the CGB.

As described in these documents, the CGB is located on the south flank of the Santa Ynez Mountains, one of the east-west trending ridges of the Transverse Range Geomorphic Province. The basin represents the north limb of a structural syncline that has been filled with water bearing sediments. The principal aquifer zones occur primarily within continental deposits of Pliocene-aged Casitas Formation. These principal producing zones include the A, B, C, and D Zones, with the A Zone representing the shallowest major zone and the D Zone being the deepest. The base of the D Zone is considered to represent the effective base of freshwater in the basin (GTC) and is generally 1,200 to 1,700 feet below sea level in the basin, depending on location.

Lithologically, primary water bearing deposits in the basin consist of interbedded unconsolidated and semi-consolidated sand, gravel, silt and clay (and combinations thereof) deposits. The coarser grained sandy/gravelly strata in these deposits comprise the individual primary aquifer producing zones (i.e., A through D Zones). These primary producing zones are generally on the order of 50 to 100 feet thick each. Finer grained strata of silt and clay are generally thicker and form a series of aquitards between the primary aquifer zones. These aquitards are laterally extensive in the basin and confine water held in the primary aquifer zones under artesian pressure.

Wells completed in the target aquifer zones generally produce water at rates ranging from approximately 500 gallons per minute (gpm) to 1,500 gpm, with specific capacities in the range of 3 to 16 gpm per foot of drawdown (gpm/ft). Specifically for this project, pumping test data for the CVWD Headquarters (HQ) and El Carro #2 (EC #2) wells, which are located in the same area of the basin as the project wells, both indicated sustainable production rates of approximately 1,500 gpm, with 24-hour specific capacities of approximately 7 and 9 gpm/ft, respectively, following their construction. The desired yield and specific capacities of the Linden and Meadow View IWs are intended to meet or exceed the well yields that prevail in the area.

Many groundwater production wells have been drilled and completed within the CGB. Review of the lithologic and geophysical logs from the recent drilling in the vicinity, as well as existing structural information for the CGB, suggests the following stratigraphic delineation beneath the CAPP IW sites:

**Table 1. Stratigraphic Delineation**

<b>Aquifer Zone</b>	<b>Depths (ft bgs)</b>	<b>Thickness (ft)</b>
A	280 – 340	60
B	930 – 990	60
C	1100 – 1200	100

**SECTION 104 - QUALIFICATIONS OF THE CONTRACTOR**

Contractor shall hold a valid Class C-57 California Contractor's License. The Contractor drilling the IWs shall have successfully drilled and installed at least four water wells within the

last ten years that are of similar scope, depth, and diameter as the subject wells. At least one of the four wells must be an ASR or injection well. Concurrent with the bid submittal, the contractor will submit a list of wells he has constructed that measure at least 1,000 feet in depth, are of similar diameter and design as the subject wells and were drilled using the same method and with the same drilling fluid (or similar) as specified for the subject wells. The list shall include the construction dates of the wells, references, and reference contact information

The IWs will be drilled by the **reverse-rotary** drilling method with drilling equipment of sufficient capacity to drill the holes required by these specifications to a depth of approximately 1,500 feet. All drilling equipment including mast and draw works, air compressors, drilling fluid pumps, drill pipe, etc., must be of requisite size, sufficient capacity, and suitable condition to drill and set casing to the anticipated depths. The drill rig utilized must have the ability to fully lift and land the anticipated casing loads without the use of float plugs or other similar methods. All drill pipe must utilize threaded flush or upset tool joints, or equal, as approved by the Owner's Technical Representative (OTR).

Concurrent with the bid submittal, the Contractor drilling the MWs shall submit a list of three monitoring well projects recently completed that include monitoring wells that measured at least 1,200 feet in depth and are of similar design as the proposed monitoring wells. The list shall include the construction dates, references, and reference contact information.

All work shall conform to and/or be in compliance with California Department of Water Resources (DWR) Bulletins 74-81 and 74-90 and American Water Works Association (AWWA) 100-20 Water Wells.

## **SECTION 105 - CONSTRUCTION SCHEDULE AND SEQUENCING**

Construction activities are anticipated to start in **October 2026**. Work must begin within thirty (30) consecutive calendar days of notice-to-proceed and all work on injection wells must be completed within three hundred (300) calendar days from the effective date. **No work may occur at the Linden site between July 1 and July 30, 2027, and the site must be restored to pre-construction conditions prior to July 1, 2027.**

Drilling efficiency and rapid advance rates both for the pilot hole and reamed borehole are critical to the successful completion of hydraulically efficient IWs. Accordingly, the Contractor shall conduct IW construction operations on a 24-hour per day, 7-day per week basis, and without significant delays, starting with the commencement of pilot hole drilling (after setting the surface conductor casing) and continuing until the initial mechanical development of the well (dual-swab airlifting) is completed. The Contractor shall also conduct MW construction operations on a 24-hour per day, 7-day per week basis, and without significant delays, starting with the commencement of pilot hole drilling (after setting the surface conductor casing) and continuing through well construction.

Due to project permitting requirements and site access agreements, the Contractor shall implement the project in the sequence outlined below:

1. Drill and construct the Linden IW
2. Drill and construct the Meadow View IW and the Linden MWs **concurrently**.
3. Drill and construct the Ag Parcel MWs

The Contractor is reminded that a **construction schedule must be submitted with the bid for the bid to be considered responsive.**

### **SECTION 106 - OVERVIEW OF WORK TO BE DONE**

**Injection Wells.** Work includes the furnishing of all materials, labor, equipment, fuel, tools, transportation, and services for drilling, construction, development, testing, and completion of the IWs as described in these specifications. While the final design of the IWs may change, the general work required applicable to **each of the project IWs** include:

- 1) The Contractor shall obtain the necessary Well Construction Permits from the Carpinteria Valley Water District.
- 2) The Contractor shall obtain the necessary Engineering Permit from the City of Carpinteria for the City right-of-way Meadow View site (refer to **Figure 3**)
- 3) The Contractor shall obtain the necessary Temporary Entry Permit from the Santa Barbara County Flood Control District for the discharge treatment system area adjacent to Franklin Creek for the Meadow View site (refer to **Figure 3**)
- 4) Move equipment on (and off) of the site.
- 5) Furnish and install temporary sound barriers at each site. Each of the sound barriers shall be a minimum 24 feet high, fully enclosing the work area. The Linden and Meadow View site sound barriers shall have minimum sound transmission class (**STC**) ratings of **25 and 32**, respectively.
- 6) Drill and install a 28-inch outside diameter, steel conductor (surface) casing to a total depth of 55 feet, below ground surface (bgs). The borehole for the conductor casing shall have a minimum diameter of 38 inches. Place a cement-grout annular seal in the space between the conductor casing and the borehole wall, from the bottom of the conductor casing to the ground surface.
- 7) Drill a pilot borehole to a total depth of 1,240 feet bgs (total footage of 1,185 feet, starting at the base of the conductor casing of 55 feet, bgs). Pilot borehole shall have a maximum diameter of 18 inches. Collect drill cuttings, and maintain a detailed pipe tally, drilling time log, drilling fluid log, and drill cuttings log.
- 8) Provide for, and assist with, a geophysical borehole log of the pilot bore using spontaneous potential (SP), resistivity, natural gamma and magnetic deviation surveys of the pilot hole.
- 9) Ream pilot bore to a diameter of 26 inches to a total depth of 1,240 feet (total ream footage of 1,185 feet).

- 10) Install well casing and screen, in accordance with the following schedule: 1) 980 feet of 14-inch diameter, stainless steel (Type 304) blank casing; 2) 220 feet of 14-inch diameter, stainless steel (Type 304) wire-wrapped well screen; and 3) 20 feet of 14-inch diameter, stainless steel (Type 304) blank cellar pipe with a bullnose.
- 11) Install 3-inch diameter, Schedule 40 stainless steel (Type 304) gravel feed and sounding tubes to depths of approximately 270 feet bgs and 280 feet bgs, respectively.
- 12) Install gravel pack from the bottom of the reamed hole up to a depth of approximately 260 feet below ground surface.
- 13) Place approximately 5 feet of 'transition' sand above the top of the gravel pack.
- 14) Place approximately 255 feet of cement grout sanitary seal.
- 15) Develop the well by dual-swab air-lifting and pumping.
- 16) Provide and install temporary discharge piping for conveying water produced during development and test pumping to designated discharge location.
- 17) Install and remove test pump for final development and well performance aquifer testing.
- 18) Provide for, and assist with, conducting velocity (spinner) survey during step production testing.
- 19) Provide for, and assist with, conducting an alignment survey of the completed well.
- 20) Provide for, and assist with, conducting an acceptance video survey of the completed well.
- 21) Disinfect the well.
- 22) Clean up the sites.
- 23) Contain and legally dispose drilling fluids and cuttings offsite.
- 24) Fulfill all well drilling permit requirements, including the preparation and filing of a Department of Water Resources Well Completion Report.

The tentative casing schedules for the CAPP IWs are presented in the table below:

Interval (depth in ft below ground surface)	Material
0 to 280	14-inch-outside diameter, 1/4-inch wall thickness, TYPE 304 STAINLESS STEEL blank casing
280 to 340	14-inch-outside diameter, TYPE 304 STAINLESS STEEL wire-wrapped well screen, with 0.050-inch slots
340 to 930	14-inch-outside diameter, 1/4-inch wall thickness, TYPE 304 STAINLESS STEEL blank casing

930 to 990	14-inch-outside diameter, TYPE 304 STAINLESS STEEL wire-wrapped well screen, with 0.050-inch slots
990 to 1100	14-inch-outside diameter, 1/4-inch wall thickness, TYPE 304 STAINLESS STEEL blank casing
1100 to 1200	14-inch-outside diameter, TYPE 304 STAINLESS STEEL wire-wrapped well screen, with 0.050-inch slots
1200 to 1220	14-inch-outside diameter, 1/4-inch wall thickness, TYPE 304 STAINLESS STEEL blank cellar with bullnose

A design schematic of the IWs is presented in **Figure 5**. The Contractor is advised that the proposed design of the wells presented above is based on information available at the time of development of these specifications. Although no significant changes are anticipated, the final designs of the wells may be altered based on the conditions at the site as determined through the pilot hole drilling and the new geophysical surveys.

**Monitoring Wells.** Work includes the furnishing of all materials, labor, equipment, fuel, tools, transportation, and services for drilling, construction, and development of the three MW clusters consisting of three monitoring wells each (nine monitoring wells total) as described in these specifications. While the final drilling depths and design of the MWs may change slightly based on the conditions encountered during the drilling of the boring, the general work required for **each MW cluster** shall include the following:

- 1) Acquisition of Well Construction permits for the Linden MWs from the Carpinteria Valley Water District and for the Ag Parcel MWs from the Santa Barbara County Environmental Health Department (Linden site is located within City of Carpinteria and Ag Parcel site is located in Santa Barbara County).
- 2) The Contractor shall obtain the necessary Engineering Permit from the City of Carpinteria for the access through Franklin Park to the Ag Parcel site (refer to **Figure 4**)
- 3) Move equipment on (and off) of the site.
- 4) Furnish and install temporary sound barrier at the **Ag Parcel site**. The sound barrier shall be a minimum 24 feet high, approximately 750 feet in total length and configured as shown in **Figure 4**. The sound barrier shall have minimum sound transmission class (STC) rating of 25. (**refer to Section 202 for sound barrier requirements for the Linden site**).
- 5) Drilling and installation of three 16-inch diameter, mild steel conductor casings at each of the three monitoring well locations to depths of 20 feet bgs.
- 6) Pilot hole drilling to a depth of 1,240 feet bgs, and completion of a geophysical log of the pilot hole.
- 7) Construction of the deep monitoring well (target aquifer Zone C). After the geophysical log is reviewed and the final well design is established, the monitoring

well shall be of a “telescoped” design and constructed with 3- x 2-inch diameter, Schedule 40 PVC. Gravel pack and an annular seal shall then be provided.

- 8) Drilling and construction of an intermediate depth monitoring well (target aquifer Zone B).
- 9) Drilling and construction of a shallow monitoring well (target aquifer Zone A).
- 10) Development of the monitoring wells by air-lifting pumping while swabbing within the screen zones and cleaned to bottom.
- 11) Provide for, and assist with, conducting an acceptance video survey of the completed well.
- 12) Installation of traffic-rated, water-tight circular well vaults (manholes), constructed flush with (or very slightly above) the ground surface.
- 13) Site clean-up and de-mobilization of equipment and materials from the site.

The tentative well design features of each of the CAPP MW clusters wells are presented in the table below:

Design Feature	Depths/Intervals, feet bgs		
	MW-1 (Deep)	MW-2 (Intermed.)	MW-3 (Shallow)
Total Casing Depth,	1,200	925	360
Well Screen	1,090 – 1,190	850 – 915	285 - 350
Annular Seal Depth	1,050	810	245

A schematic showing the proposed monitoring well features is presented in **Figure 6**.

The Contractor is advised that the design of the MWs presented above is tentative and is to be used for bidding purposes. The final design of the MWs may be revised slightly based on the information acquired through the drilling of the pilot hole (lithologic and geophysical logs).

### **SECTION 107 - OTHER WORK REQUIRED**

In addition to the work described in Section 106, the Contractor will be responsible for other work that will be required during the construction of the well.

**Underground Services Alert (USA).** The Contractor shall contact Underground Services Alert (USA) at least 3 days prior to any drilling or excavation at the site.

**Site Preparation.** The Contractor shall prepare the sites in a manner as to provide adequate work space, safe working conditions, site ingress/egress and sufficient containment and storage of drilling cuttings and fluids. The Contractor shall also implement, install, and maintain Best Management Practices (BMPs) for the control of nuisance water and storm water. The BMPs shall be adequate to prevent erosion and runoff of sediment laden water from the

work sites. During construction, washing of concrete trucks, equipment, or similar activities shall occur only in areas where wash water can be contained on site.

**Drilling Fluids and Cuttings.** The Contractor may temporarily store drill cuttings onsite provided that the cuttings are contained in leak-proof, portable containers/bins. Drilling fluids and development water may also be temporarily contained onsite in leak-proof portable tanks.

The Contractor shall arrange for the containment and legal disposal of all drilling fluids, fluids displaced during well construction, and turbid fluids produced during the initial stages of well development. The Contractor shall also arrange for the containment and legal disposal of all drill cuttings. Proper documentation for cuttings/fluid transport and disposal shall be provided to the CVWD. Testing fees associated with the legal disposal of cuttings/fluids are the responsibility of the Contractor.

**Noise Control.** The Contractor shall take all possible measures to reduce noise impacts to proximate residences as provided in more detail in Sections 202 and 302. The Meadow View site (refer to **Figure 3**) has a row of trees/shrubs along the south side alignment and the Ag Parcel site (refer to **Figure 4**) has a row of trees along the west side alignment, that may need to be trimmed by the Contractor in order to provide sufficient unobstructed space for the barrier.

**Temporary Restroom Facilities.** The Contractor shall provide for portable restroom facilities at each site throughout the course of the project. The temporary facilities shall be located within the temporary construction work areas.

## **SECTION 108 - SERVICES PROVIDED BY CVWD**

Prior to Contractor mobilization, CVWD will:

- Delineate temporary construction easement boundaries
- Stake/mark well locations

CVWD will conduct an active public information effort to keep neighbors informed of project status. Neighbors will be provided telephone numbers (24-hour) for contacting CVWD staff and/or the OTR during the course of the project, and CVWD will address neighborhood concerns.

The CVWD will notify relevant agencies for the disposal of well development water to the storm drain system under the existing General NPDES Permit for Drinking Water System Discharges (WQO 2014-0194-DWQ). The Contractor shall be responsible for conveying development water to the point of disposal and meeting discharge requirements as detailed in Sections 211 and 309.

Upon completion of the geophysical surveys, the OTR shall confirm the final well designs for the Contractor on behalf of the CVWD. This shall include total casing depths and well screen placement, gravel pack placement, and the depths of the annular seals. The final well designs will be provided to the Contractor within 24 hours (maximum) of completion of the

geophysical logs. No standby time will be charged to the CVWD for time that elapses between the completion of the geophysical survey and finalization of well designs.

### **SECTION 109 - WATER SUPPLY FOR CONSTRUCTION**

Water supply for well drilling and construction will be available from CVWD-owned fire hydrants located within approximately 500 feet of each site. It shall be the Contractor's responsibility to supply all hoses and fittings to convey water from the connection point to the point of use. The Contractor shall also install pedestrian crossings where hoses/or piping transect are laid across public sidewalks. Alternatively, the use of a water truck to convey water for construction from the hydrant(s) to each well site may be necessary. **The Contractor shall obtain a temporary water supply construction meter from CVWD and be responsible for the costs of water supply for construction.**

### **SECTION 110 – STORM WATER POLLUTION PREVENTION PLAN**

This item shall consist of preparation, implementation and compliance of a storm water pollution prevention plan (SWPPP). The work under this section covers full compliance of the National Pollution Discharge Elimination System (NPDES) and implementing a Storm Water Pollution Prevention Plan (SWPPP) during the construction period of this project. The work covered in this section covers all labor, materials, tool, equipment and incidentals necessary to provide full compliance with the stated objectives

Contractor shall submit to the OTR a completed SWPPP prior to beginning construction. The SWPPP shall consist of a document identifying the storm water pollution control categories, and construction water monitoring, treatment and disposals methods that are applicable to the project, and the selected pollution control measures that will be utilized during construction activities, a pre- and post-storm action plan, and drawings and/or plans showing locations of all measures proposed to be taken to prevent or reduce storm water pollution.

All stormwater pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the OTR in each instance, and the SWPPP shall be amended to reflect the changes. The SWPPP, including amendments, shall be kept on site with the Contractor at all times.

No responsibility shall accrue to CVWD as a result of the plan or as a result of knowledge of the plan. The Contractor shall monitor, install and maintain temporary erosion and sediment control devices to prevent storm water pollution draining into natural streams and existing storm drain systems. Failure to install and maintain effective BMP's throughout the duration of the project will result in withholding payment and/or suspending all work on the project until effective BMP's are implemented. The Contractor specifically agrees that any penalties assessed to CVWD by regulatory agencies due to the Contractor's inability to meet storm water pollution permit requirements will be deducted from the contract.

All work installed by the Contractor in connection with the SWPPP, but not specified to become a permanent part of the project, shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the OTR.

### **SECTION 111 – TRAFFIC CONTROL**

It is the Contractor's responsibility to meet all ordinances regarding traffic and traffic control during all drilling, testing, well installation, and development operations. The well sites are located off Linden Ave, a well-travelled surface road. The Contractor will be responsible for developing and obtaining approval of a Traffic Control Plan from the City of Carpinteria, that may be required as part of the drilling, testing, well installation, and development program. The Contractor will be required to provide any and all traffic control equipment and personnel necessary for implementing a Traffic Control Plan and managing traffic at its own cost.

**CARPINTERIA VALLEY WATER DISTRICT  
CAPP INJECTION WELLS**

**SECTION 200  
TECHNICAL SPECIFICATIONS**

- Section 201 - Mobilization
- Section 202 - Noise Control
- Section 203 - Conductor (Surface) Casing
- Section 204 - Pilot Bore Drilling
- Section 205 - Geophysical Logging
- Section 206 - Reaming Pilot Bore
- Section 207 - Caliper Survey
- Section 208 - Well Casings and Screens
- Section 209 - Gravel Pack
- Section 210 - Cement Grout
- Section 211 - Well Development
- Section 212 - Production Testing
- Section 213 - Disinfection
- Section 214 - Downhole Velocity Surveys
- Section 215 - Video Survey
- Section 216 - Plumbness and Alignment
- Section 217 - Standby Time
- Section 218 - Site Cleanup
- Section 219 - Fluid and Cuttings Containment and Disposal

## SECTION 201 - MOBILIZATION

### MOBILIZATION BID ITEM NO. 1

#### SCOPE OF WORK

Mobilization shall consist of all preparatory work and materials necessary for construction operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; control of water; site leveling; and all other facilities necessary for work on the project and for all other work and operations which must be performed or cost incurred prior to beginning work on the various Contract items on the project site. The project location and the site layouts are shown in **Figures 1 through 3**, respectively.

The Contractor shall provide a complete drilling unit, all tools, accessories, power, fuel, materials, supplies, lighting, and other equipment and experienced personnel necessary to conduct efficient drilling operations. The drilling unit shall be in good condition and of such capacity as to drill the hole and complete a well as required by these Specifications to a depth of approximately 1,500 feet.

**Lighting Control.** The project site is located near a residential neighborhood. In order to limit lighting impacts to nearby residences during night-time operations, the Contractor shall take any and all measures necessary to prevent lighting from shining outside the sound barrier perimeter (sound barrier described in Section 202 – Noise Control).

**Tracking of Dirt and Debris on City Roadways.** The Contractor shall provide and install a Type 1 Stabilized Construction Site Entrance / Exits for the Linden site (the Meadow View site is paved) in accordance with California Department of Transportation, or approved equal, to prevent the tracking of dirt and debris onto City roadways.

**Construction Hours Limits.** With the exception of the 24-hours per day, 7-days per week construction periods described in Section 105, construction hours shall be limited to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, and prohibited on Saturday and Sunday, unless otherwise necessary.

During drilling and construction of the IW at Linden site, activities shall be temporarily halted during Mass on Sundays. Drilling may resume between mass times as determined necessary by the drilling contractor to maintain integrity of the borehole. Sunday Mass times are scheduled at 7:00 a.m., 9:00 a.m., 11:00 a.m., and 5:30 p.m. and last for approximately 1 hour. Contractor shall coordinate with the OTR on specific times drilling will stop and recommence on Sundays to avoid drilling during Sunday Mass.

**Material Storage.** Materials shall be stored on impervious surfaces or plastic ground covers to prevent any spills or leakage. Construction materials and spoils shall be protected

from stormwater runoff using temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate.

**Construction Best Management Practices.** To avoid and/or minimize potential indirect impacts to jurisdictional waters and water quality, the following Best Management Practices shall be implemented within 50 feet of Franklin Creek and the storm drain system drop inlets:

- Prevent the off-site tracking of loose construction and landscape materials by implementing street sweeping, vacuuming, and rumble plates, as appropriate.
- Prevent the discharge of silt or pollutants off of the site when working adjacent to potentially jurisdictional waters. Install best management practices (BMPs) (i.e., silt barriers, sandbags, straw bales) as appropriate.
- Work adjacent to Franklin Creek shall ensure no wash water enters the receiving water bodies, through measures that may include locating site washout areas at least 50 feet from a storm drain, open ditch or surface water or implementation of barriers to control runoff, such that runoff flows from such activities do not enter receiving water bodies.
- All vehicles and equipment shall be in good working condition and free of leaks. The contractor shall prevent oil, petroleum products, or any other pollutants from contaminating the soil or entering a watercourse (dry or otherwise). When vehicles or equipment are stationary, mats or drip pans shall be placed below vehicles to contain fluid leaks.
- All re-fueling, cleaning, and maintenance of equipment will occur at least 50 feet from potentially jurisdictional waters (Franklin Creek and the roadside storm water drain).
- Any spillage of material will be stopped if it cannot be done safely. The contaminated area will be cleaned, and any contaminated materials properly disposed of. For all spills, the Contractor shall notify CVWD immediately.
- Adequate spill prevention and response equipment shall be maintained on site and readily available to implement to ensure minimal impacts to the aquatic and marine environments.

## **PLACEMENT, TESTING, SUBMITTALS, AND MEASUREMENT**

Not applicable.

## **PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work required for mobilization shall be included in the lump sum price bid for "Mobilization", Bid Item No. 1. **The bid price for mobilization shall not exceed 10% of the total bid amount.**

## SECTION 202 - NOISE CONTROL

### **NOISE CONTROL, BID ITEM NO. 2**

#### **SCOPE OF WORK**

The reduction of noise pollution shall consist of doing all work necessary to design, furnish, install, maintain, and remove a temporary sound attenuation barrier (sound barrier or soundwall) at each site. The sound barrier enclosure at the **Linden site** shall be of sufficient size to **contain both the injection well and monitoring well drilling equipment** within the enclosure. The sound barriers shall fully enclose each work area and protect adjacent residences from direct equipment noise impacts and be configured generally as shown in **Figures 2 and 3**. The final design and placement of the sound barrier shall be subject to the approval of the OTR.

The reduction of noise pollution shall also consist of providing construction equipment and performing construction activities in a manner that minimizes noise generation and conforms to these Specifications. It shall be the Contractor's responsibility to keep noise pollution due to construction activities as low as possible. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a residential grade muffler to minimize noise emission. No internal combustion engine shall be operated on the project without said muffler. In no case shall noise levels produced by the Contractor exceed the following limits:

- A) Individual piece of equipment 85 decibels (dBA) as measured within the soundwall and at a distance of 100 feet.
- B) 75 decibels (dBA) as measured outside the soundwall and at the nearest sensitive receptor property line.

**Night-Time Drilling Operations.** Night-time drilling operations shall be conducted in a manner to reduce noise peaks and avoid rapid changes in noise levels to a practical extent. All drilling personnel shall be advised to avoid or minimize noise generation wherever possible. All deliveries of pipe and other materials and supplies, and all removal of debris, drilling cuttings, drilling fluids, equipment, materials, and supplies from the well site shall take place during day-time hours.

#### **MATERIALS**

The engineered sound barrier at the Linden site shall utilize a sound absorption system with a minimum Sound Transmission Class (STC) rating of 25 (a higher STC rating is acceptable) and the sound barrier at the **Meadow View site** shall utilize a sound absorption system with a **minimum STC rating of 32**.

## **PLACEMENT**

The contractor shall, prior to mobilization of drilling equipment on each site, construct an engineered temporary soundwall that shall enclose all drilling and construction equipment on all sides of the sites. The soundwalls shall be self-supporting and at least 24 feet high and shall be configured to protect nearby residences from direct equipment noise. Soundwall components shall not be driven into the ground by impact. The Contractor shall pothole the soundwall post hole locations prior to installation to ensure no underground utilities will be impacted. The soundwall shall be engineered to reduce noise levels to the maximum extent possible and shall be designed in accordance with UBC standards to withstand seismic (Zone 4) and wind forces (Exposure C, Importance Factor 1.0). The barriers shall be in place and operational throughout drilling, well development, and well testing operations of **both the IW and MWs at the Linden site** and the IW at the Meadow View site. In addition to the soundwall, the Contractor shall plan to have available at all times during the project acoustical blankets or other sound control material for miscellaneous sound control as needed and as determined to be necessary by CVWD and/or the OTR. The Contractor shall comply with requests by CVWD and the OTR to implement any additional sound control measures deemed necessary.

## **TESTING**

Sound level emissions will be measured in dBA. The OTR will take periodic sound level measurements during the construction process. A stop work order will be issued if noise measurement exceeds the levels specified above. The OTR shall make the final determination of the measured exceedances of noise requirements stated in these specifications.

## **SUBMITTALS**

The soundwall shall be designed by a qualified, licensed structural or civil engineer and shall bear the stamp of a California Registered Civil or Structural Licensed Engineer who has performed or reviewed the structural aspects of the soundwall design (i.e., UBC seismic and wind load compliance per above). **The name and license number of this Engineer must be submitted with the bid.** Prior to soundwall installation, the Contractor shall submit for review by the OTR the proposed soundwall layout, design, and installation plan. The design shall include STC rating of soundwall material to ensure that the requirements of these Specifications are met prior to the actual installation. The submittal shall also include structural plans and calculations signed and sealed by the California Registered Civil or Structural Engineer detailing the installation of the soundwall and demonstrating conformance to seismic and wind load requirements as specified under "Placement" above.

## **PAYMENT**

Payment for the Contractor's materials, equipment, and labor for the reduction of noise pollution at the Linden site shall be included in the lump sum unit price bid for "Noise Control/Sound Barrier", Bid Item No. 2.1 and at the Meadow View site in the lump sum unit price bid for "Noise Control/Sound Barrier", Bid Item No. 2.2.

## **SECTION 203 - CONDUCTOR (SURFACE) CASING**

### **CONDUCTOR (SURFACE) CASING, BID ITEM NO. 3**

#### **SCOPE**

The Contractor shall furnish all equipment, material, and work necessary to install the surface conductor casing as shown on the Drawings and specified herein. Prior to drilling of the pilot hole, the Contractor shall bore a minimum 38-inch-diameter hole from ground surface to a depth of 55 feet bgs, or as directed by the OTR, in which a surface conductor casing shall be installed.

#### **MATERIALS**

The conductor casing shall be a minimum 28-inch-diameter steel pipe having a wall thickness of not less than 0.3125-inch (5/16-inch) and a below ground length of not less than 55 feet. Conductor casing shall be manufactured in accordance with ASTM Designation A-139, Grade B, without copper. All joints in the conductor casing shall be securely welded and shall be watertight.

Cement grout shall be composed of not more than 3 cubic feet of sand and 1 cubic foot (one sack) of Portland cement to 5 to 7 gallons (0.67 to 0.90 cubic feet) of clean water. This is typically considered to be a 10.3-sack Portland cement sand slurry mix when ordered from batching plants. Bentonite, to make the mix more fluid and reduce shrinkage, may be used to a total of 5 percent (5%) of the volume of the cement. If 5 percent bentonite is used, water content can be increased to 8.2 gallons per sack of cement.

#### **PLACEMENT**

Prior to drilling the conductor casing holes, the Contractor shall pothole the hole locations prior to installation to ensure no underground utilities will be impacted. During placement of the conductor casing, field joints shall be either collared or plain-end and welded together. Centering guides shall be welded to the conductor casing with a minimum of two sets of guides (one near the bottom and one near the top). Each set will consist of three guides equally spaced circumferentially.

After the conductor casing has been installed, cement grout shall then be pumped into the annular space between the inner casing and the borehole from bottom to top by means of a tremie pipe. Cement grout material shall be placed by the positive displacement pumping method in one continuous operation. Upon completion of cementing, concrete shall be visible above the surface of the ground outside the conductor casing. After cementing operations are completed, the concrete shall be left undisturbed for a period of not less than 24 hours before drilling is resumed.

## **MEASUREMENT AND PAYMENT**

Full compensation for doing all work and furnishing all materials necessary to manufacture, deliver, and install the 28-inch surface conductor casing as specified shall be included in the unit bid price per linear foot for "Conductor (Surface) Casing" - Bid Item No. 3.

## SECTION 204 - PILOT BORE DRILLING

### PILOT BORING DRILLING, BID ITEM NO. 4

#### SCOPE

The Contractor shall furnish and provide all work, equipment, and materials necessary to complete the drilling of a maximum 18-inch-diameter pilot bore at the well site to a depth of approximately 1,240 feet below ground surface.

#### MATERIALS

Fresh water shall be used to make up drilling fluids. The drilling fluid shall possess such characteristics as are required to adequately maintain the walls of the hole to prevent caving of the hole as drilling progresses and to permit recovery of representative samples of cuttings. The drilling fluid shall possess such characteristics that it can be readily removed from the hole during the placement of the gravel pack and during development of the well. The drilling fluid shall be a polymer system such as Poly-Bore, Aquapak, HEC, Drispack, Duel-Vis, provided the properties specified below can be maintained to the satisfaction of the OTR. All drilling fluid additives shall be NSF certified. **Drilling with clear water alone will not be permitted.** The Contractor is advised that excessive water loss can lead to swelling, loss of shear strength, substantial caving, and hole stability problems. The drilling fluid to be utilized shall contain properties to inhibit these conditions.

#### PLACEMENT

The well shall be drilled by the reverse-rotary drilling method. Prior to drilling the pilot hole, the borehole shall be 'center-punched' a minimum of 6 feet below the conductor casing with a stepped-bit reamer with a lead bit size of the pilot hole bit, and progressively larger diameter bits up to a 26-inch-diameter.

Proper control of the drilling fluid must be maintained to the satisfaction of the OTR, and the Contractor may be required, at his own expense, to retain or employ an experienced, qualified Mud Engineer, acceptable to the OTR, who may be required by the OTR to be present on the job to supervise and maintain drilling fluid characteristics to the satisfaction of the OTR.

Excavation of pits on-site for drilling fluids will not be allowed, and surface containment (i.e., tanks and/or bins) of drilling fluids will be required. The Contractor is advised that cuttings removed from tanks will need to be stored and contained on-site. The Contractor may choose to utilize "low-boy" bins for cuttings storage. Upon completion of drilling operations and well construction, all fluids and cuttings shall be removed from the site and disposed of as provided in Section 219.

For polymeric fluid systems without mechanical separation, the Contractor must have a minimum of two separate tanks connected in series and internally baffled to effectively settle

and remove solids from the fluid prior to recirculation down the borehole. The tanks shall have a minimum combined capacity to provide adequate retention time of the fluid at the surface to allow effective settling of solids. The Contractor shall maintain tank capacity throughout the drilling process by routinely removing cuttings from the drilling fluid tanks. Prior to mobilization the Contractor shall submit for review and approval of the OTR the layout and configuration of the fluid system.

It is the Contractor's sole responsibility to ensure that the sizing and configuration of the fluid system and settling tanks are adequate to meet the drilling fluid properties outlined below. If drilling fluid properties as outlined below are not met, the Contractor will be issued a warning of noncompliance by the OTR. Failure to meet the specified conditions may result in the suspension of further drilling until fluid properties are brought within specifications and tank capacity and configuration is corrected to the satisfaction of the OTR. The Contractor will not be paid for standby time in the event of interruptions in the drilling process while the fluid is conditioned to meet specified properties, and the condition of the borehole is the responsibility of the Contractor as a result of such interruptions.

The methods and materials that the Contractor would utilize in the event of hole stability problems and/or loss of circulation must be NSF certified and approved by the OTR. Appropriate materials to address such contingencies shall be maintained on-site according to the recommendations of the Mud Engineer. In no case shall materials be added to the drilling fluid system or drill hole without prior approval of such materials by the OTR. Addition of unapproved materials to the drill hole or fluid system may be cause for rejection of the well.

The Contractor must provide at the drilling site at all times Standard API measurement devices in proper working order to determine the following drilling fluid properties:

- 1) Drilling fluid weight
- 2) Drilling fluid viscosity
- 3) Drilling fluid sand content
- 4) 30-minute water loss/filter cake (not applicable to polymer-based system)

The above properties of the drilling fluid entering the mud pump or leaving the circulation tank must be recorded by the contractor at a minimum of 4-hour intervals. The OTR may also periodically measure drilling fluid properties. The drilling fluid shall have the following properties in accordance with API Code RP 13B (or recent modification) "Recommended Standard Procedures for Testing Drilling Fluids."

For **polymer-based** fluid systems, the following properties shall be maintained.

1. Weight - a maximum of 9.0 pounds per gallon during all aspects of drilling.
2. Marsh Funnel Viscosity – a minimum of 32 seconds during all aspects of drilling (no maximum).
3. Sand Content - a maximum of one percent by volume during all aspects of drilling.

4. Water Loss: Not applicable.

The Contractor must keep records providing the following information during pilot hole drilling:

1. A log of drill bit, stabilizer, collar, and drill pipe lengths (i.e., a "pipe tally")
2. A log of drilling bit types and depths at which drill bit changes are made.
3. A log of the cuttings, providing the depths and descriptions of the earth materials encountered during the pilot boring. The Contractor shall collect cutting samples at 10-foot intervals during the drilling of the pilot boring. Samples shall be placed in "zip-lock" plastic bags and labeled with well name, sample depth interval, and date.

All measurements for depths shall be referenced to existing ground surface at the well site. All drilling records shall be delivered to the OTR upon completion of the well.

Upon completion of the pilot bore, a geophysical log of the bore hole will be conducted. The geophysical log will be used to develop the final design elements of the well. The OTR may authorize additional pilot boring upon review of the geophysical log. The geophysical logging is described in Section 205.

### **SUBMITTALS**

**The Contractor shall provide a detailed description of the drilling method and fluids to be used concurrently with the submittal of his bid.** This submittal must include information regarding the types of fluid to be used, intended drilling fluid weights, viscosities, sand and solids contents, water loss control, and the name of the supplier. **The name and qualifications of the Mud Engineer the Contractor intends to use, if required, must also be submitted with the bid.** Failure to submit this information may constitute grounds for rejection of the bid.

### **MEASUREMENT AND PAYMENT**

Full compensation for doing all work and furnishing all labor, materials, and tools necessary to complete 1,185 feet of pilot bore drilling to a depth of 1,240 feet bgs as specified shall be included in the unit price bid per linear foot for "Pilot Bore Drilling" - Bid Item No. 4.

## SECTION 205 - GEOPHYSICAL LOGGING

### **GEOPHYSICAL LOGGING - BID ITEM NO. 5**

#### **SCOPE**

The Contractor shall furnish all equipment, materials, and work necessary to perform geophysical logs in the pilot bore as specified herein. The geophysical logs to be performed include spontaneous potential, resistivity, point resistance, natural gamma and magnetic deviation surveys.

#### **MATERIALS**

Not applicable.

#### **PLACEMENT**

The Contractor shall furnish services for geophysical logging of the pilot hole. Borehole geophysical logs, consisting of spontaneous potential, 16- and 64-inch resistivity surveys, single point resistance, natural gamma and magnetic deviation surveys, all in API format, shall be made of the pilot bore by the Contractor as directed by the OTR. Standby time will not be paid for additional cleaning and conditioning of the hole that may be required to allow logging operations to proceed.

#### **SUBMITTALS**

The Contractor shall provide four field copies of the geophysical survey logs. In addition, the geophysical log shall be provided to the OTR via portable memory drive in a Microsoft Excel compatible format and a digital image (PDF) format.

#### **TESTING**

If the logging probe fails to descend to the desired depth, the Contractor, at his own expense, shall condition the hole and permit the logging probe to descend to the bottom of the hole.

#### **MEASUREMENT**

Not applicable.

#### **PAYMENT**

Full compensation for all labor, tools, equipment and insurance, and doing all work necessary and incidental to complete the task of Geophysical Logging, including standby time as specified shall be included in the lump sum price for "Geophysical Logging" - Bid Item No. 5.

## SECTION 206 - REAMING PILOT BORE

### REAMING PILOT BORE - BID ITEM NO. 6

#### SCOPE

The Contractor shall furnish all equipment, materials, and work necessary to ream the pilot bores as shown on the Drawings and as specified herein.

#### MATERIALS

Not applicable.

#### PLACEMENT

After completion of the geophysical log and final design by the OTR (within 24 hours of completion of the geophysical log), the pilot bore will be reamed with a 26-inch-diameter bit to a depth determined by the OTR. In order to limit formation damage, **reaming shall be initiated after a firm delivery date** for the casing, screen, gravel pack, etc., has been established, and shall be timed (to the extent possible) so that reaming will be completed no sooner than all materials to construct the well have been delivered site. All drilling and drilling fluid requirements specified in Section 204 shall be maintained throughout pilot hole reaming. Upon completion of the pilot hole reaming, a caliper survey will be performed as specified in Section 207. The Contractor is also reminded that once initiated, reaming shall continue on a continuous 24-hour per day, 7-day per week basis without interruption.

#### TESTING

All drilling and drilling fluid requirements specified in Section 204 shall be tested and maintained throughout pilot hole reaming.

#### SUBMITTALS

Not applicable.

#### MEASUREMENT

For the purpose of payment for reaming the pilot hole to the specified diameters shall be made on a per linear-foot basis.

#### PAYMENT

Full compensation for all equipment, materials, and work necessary to ream 1,185 feet of pilot bore to a depth of 1,240 feet bgs as specified shall be included in the unit price bid per linear-foot for "Reaming Pilot Bore" - Bid Item No. 6.

## **SECTION 207 - CALIPER SURVEYS**

### **CALIPER SURVEY - BID ITEM NO. 7**

#### **SCOPE**

Upon completion of the final ream, a caliper survey shall be performed to assess the condition of the borehole and calculate the volumes of cement and gravel pack required for well completion.

#### **MATERIALS**

Not Applicable.

#### **PLACEMENT**

The Contractor shall furnish professional logging services for the caliper survey of the borehole. The caliper tool must be of sufficient arm capacity to measure borehole diameters to 48 inches for the entire length of the reamed borehole.

#### **SUBMITTALS**

The Contractor shall provide four field copies of the caliper survey log. In addition, the log shall be provided to the OTR via portable memory drive in a Microsoft Excel compatible format and a digital image (PDF) format. The logging service shall also provide the OTR calculations for the required volumes of gravel pack and cement based on the results of the caliper log.

#### **TESTING**

If the logging probe fails to descend to the desired depth, the Contractor, at his own expense, shall condition the hole and permit the logging probe to descend to the bottom of the hole. CVWD may reject the well if the caliper log indicates a zone of overbreakage or sloughing, which would result in placement of gravel pack at thicknesses greater than 12- inches within the screened intervals.

#### **MEASUREMENT AND PAYMENT**

Full compensation of all labor, tools, equipment, and standby time to complete the task of Caliper Survey as specified shall be included in the lump sum price for "Caliper Survey" - Bid Item No. 7.

**SECTION 208 - WELL CASINGS AND SCREENS**

**WELL CASINGS AND SCREENS - BID ITEM NOS. 8.1 THROUGH 8.7**

**SCOPE**

The Contractor shall furnish all materials and work necessary to manufacture, deliver, and install well casing, reducers, screens, cellar pipes and caps, tremie pipes and sounding pipes as shown on the drawings and in accordance with these Specifications.

Quantity (Linear Feet)	Item	Bid Item No.
980	14-INCH-OUTSIDE-DIAMETER, TYPE 304 STAINLESS STEEL BLANK CASING	8.1
220	14-INCH- OUTSIDE DIAMETER, TYPE 304 STAINLESS STEEL WIRE-WRAP WELL SCREEN, 0.050-INCH SLOTS	8.2
20	14-INCH- OUTSIDE DIAMETER, TYPE 304 STAINLESS STEEL BLANK CELLAR WITH BULLNOSE	8.4
270	3-INCH-DIAMETER, SCHEDULE 40 STAINLESS STEEL PERMANENT GRAVEL TUBE	8.5
280	3-INCH-DIAMETER, SCHEDULE 40 STAINLESS STEEL PERMANENT SOUNDING TUBE	8.6

**MATERIALS**

**14-Inch-Outside-Diameter Stainless Steel Blank Well Casing.** The 14-inch-diameter blank casing shall be of TYPE 304 stainless steel construction, in accordance with ASTM A-312 or A-778, with minimum 0.25-inch (1/4-inch) wall thickness.

**14-Inch-Outside-Diameter Stainless Steel Wire Wrapped Well Screen.** Well screen shall be 14-inch-nominal-diameter stainless steel, TYPE 304 with a slot size of 0.050-inch. The well screen shall be of the continuous slot, welded, wire-wrapped design, and of construction to provide sufficient tensile and collapse strength. Vertical rods shall be 0.25-inch diameter and consist of 64 rods circumferentially (minimum). For the No. 50 slot screen (0.050-inch), the minimum open area requirement is 137 square inches per linear foot. The tolerance for the final slot size selected shall be ±0.005 inches. It is the Contractor’s sole responsibility to ensure the well screen has sufficient tensile and collapse strength to be assembled, landed, and installed without damage to casing, screen, or borehole.

**14-Inch-Outside-Diameter Stainless Steel Cellar Pipe and Cap.** The stainless steel cellar pipe shall be 14-inch-diameter in size and 20 feet in length, and manufactured of TYPE 304 stainless steel pipe in accordance with ASTM standard A-312 or A-778. The wall thickness

shall be minimum 0.25-inches (1/4-inches). The bottom of the well casing shall be fitted with a bullnose plug welded in place.

**3-Inch-Diameter Schedule 40 Stainless Steel Gravel Feed Tube.** The gravel feed tube shall consist of 3-inch-inside-diameter, TYPE 304 stainless steel pipe in accordance with ASTM standard A-312 or A-778.

**3-Inch-Diameter Schedule 40 Stainless Steel Sounding Tube.** The external sounding tube shall consist of 3-inch-inside-diameter, TYPE 304 stainless steel pipe in accordance with ASTM standard A-312 or A-778.

Upon completion of reaming the pilot bore, the Contractor shall install the well casing, screen and tubes at intervals as determined by the OTR. The proposed well design is shown in **Figure 5**. The final design will be established within 24-hours upon review of the pilot hole geophysical log.

The casing and screen shall be plumb and shall be centered in the hole. All field joints shall be properly lap welded during installation with a minimum of two passes per circumference. Centralizers with 120-degree spacing, attached directly to the casing and screen by welding at intervals of not more than 60 feet within the screened casing and at intervals of not more than 80 feet within the blank casing shall be provided in order to center and hold the casing in the proper position until the gravel is in place. The centralizers shall be of the same material used in each casing or screen interval. Casing centralizers shall be placed up to a depth of approximately 80 feet below ground surface.

The casing shall be suspended in tension from the surface by means of an appropriate hanger or clamp. The bottom of the casing shall be at a sufficient distance above the bottom of the reamed hole to ensure that none of the casing will be supported from the bottom of the hole. The use of float plugs to land and set casing will not be permitted.

A construction tremie pipe will be installed to place the gravel pack and the cement grout in the annulus. Prior to final gravel packing operations, the permanent gravel feed tube will be installed. The remainder of the gravel will then be installed. The top of the permanent tremie pipe will extend a minimum of 20 inches above ground surface and be equipped with a screw-on cap. The gravel tube shall not be 'topped off' with gravel but shall be left empty. The Contractor shall ensure that the permanent gravel tube is maintained free and clear through cementing operations by continuously running clear water through the permanent gravel tube during gravel packing and cementing operations.

An external sounding tube will be connected to the casing at the approximate location shown on **Figure 5** and will be lowered simultaneously with the emplacement of the casing and secured to each joint with 1/2-in stainless steel lugs. The sounding pipe will be provided with a minimum 6-foot-long reinforced connection (entry box) to the steel casing, as shown on **Figure 7**. The bottom of the entry box shall be between 12 and 24 inches from the bottom of the blank casing joint to which it is attached. The inside joined surfaces of the entry box and casing shall be filled and ground smooth to the satisfaction of the OTR so as to not damage downhole

wirelines and associated tools (e.g., video cameras, spinner tools, etc.,). Ground surface orientation of the gravel and sounding tubes shall be 180 degrees apart and as directed by the OTR.

The top of the casing shall be terminated 18 inches above ground level and provided with a welded cap upon completion.

If, for any reason, the casing cannot be landed in the correct position or at a depth acceptable to the OTR, or any of the casings should collapse prior to well completion, the Contractor shall construct another well immediately adjacent to the original location and complete this well in accordance with the specifications at no additional cost to CVWD. The abandoned hole shall be sealed in accordance with directions from CVWD and in accordance with any laws pertaining to proper well abandonment.

All work required to be repeated and all additional materials, labor, and equipment required, shall be furnished at the expense of the Contractor and no claim for additional compensation shall be made or be allowed, except as specifically provided herein.

All field welding shall be performed in accordance with American Welding Society Standards by a certified welder.

The following field welding procedures shall apply:

- A length shall be lowered into the well with the collar facing upward.
- The plain end of the following length shall be inserted in the collar. True contact of the two joints must be verified by observation through the inspection windows.
- Spot welds shall be placed through the three windows in order to hold the contact position.
- A fillet type weld shall be made covering the top edge of the collar continuously for the entire circumference. Two passes or welds shall be applied to 5/16-inch and thicker wall material.
- The inspection windows on blank casing sections shall be seal-welded to assure a leak-proof connection.

The following electrodes shall be utilized for various casing and screen materials.

Mild Steel	E-6011 or E-7018
Copper Bearing Steel	E-6011 or E-7018
Low Alloy Steel (ASTM A242 or equivalent)	E-7018
Stainless Steel (Type 304)	E-308L-16

Depending on wall thickness, the following electrode sizes shall apply:

<u>Wall Thickness</u>	<u>Electrode Size</u>
1/8-inch	1/8-inch

3/16- to 1/4-inch  
over 1/4-inch

5/32- to 3/16-inch  
3/16- to 1/4-inch

### **TESTING**

Not applicable.

### **SUBMITTALS**

The Contractor shall supply the OTR with an affidavit of compliance stating the casing, screen, pipe and cap comply with the applicable requirements of ASTM Standards. Contractor shall also submit qualifications and evidence of current certification of the welder(s).

### **MEASUREMENTS**

For the purposes of payment, measurements of casing, screen, and pipes, shall be per linear foot.

### **PAYMENT**

Full compensation for doing all work and furnishing all materials necessary to manufacture, deliver, and install well casing and screens as shown on the drawings and as specified shall be included in the unit price bid per linear foot for: 14-Inch-Diameter Stainless Steel Blank Casing - Bid Item No. 8.1; 14-Inch-Diameter Stainless Steel Wire-Wrapped Well Screen - Bid Item No. 8.2; 14-Inch-Diameter Stainless Steel Cellar and Bullnose - Bid Item No. 8.3; 3-Inch-Diameter Stainless Steel Gravel Feed Tube - Bid Item No. 8.4, and; 3-Inch-Diameter Stainless Steel Sounding Tube - Bid Item No. 8.5.

## SECTION 209 - GRAVEL PACK AND ZONE ISOLATION SEALS

### GRAVEL PACK - BID ITEM NO. 9

#### SCOPE

The Contractor shall furnish all equipment, material and work necessary to install gravel or coarse-grained sand, as well as three zone-isolation seals, as shown on the Drawings and as specified herein.

#### MATERIALS

All gravel or coarse-grained sand for packing shall be hard, water worn, and washed clean of silt, fine sand, clay, and foreign matter. Crushed gravel will not be accepted. Gravel pack materials shall be rounded to well-rounded with a moderate to high sphericity and graded. Not more than three percent, by weight, of the gravel shall be flat or elongated. Gravel shall be of the type provided by P.W. Gillebrand, Colorado Silica Sand/Raptor Filter Sand, or approved equal, and subject to the approval of the OTR prior to delivery. Gravel pack materials shall meet AWWA-B100-89 standards, and an 8 x 16 gradation shall be used and the materials graded within the following limits:

<u>U.S. STD. Sieve</u>	<u>Percent Passing</u>
6	100
8	90 - 100
10	65 - 95
12	15 - 65
14	2 - 20
16	0 - 5

The gravel pack materials shall have a uniformity coefficient of less than 2 (determined in accordance with AWWA-B100-89 Section 1.2.4), and a specific gravity greater than 2.5. The gravel pack material shall have less than a 2 percent acid solubility (in accordance with test method AWWA-B100-89 Section 3.3.1). A description and sieve analysis of gravel packing materials to be delivered to the site shall be prepared by an approved testing laboratory and submitted with a 1/2-pint sample of the material to the OTR for approval at the pre-construction meeting. Prior to gravel placement, the OTR may have a certified testing laboratory perform a sieve analysis of the materials that are onsite to verify conformance with approved sample. Failure of the approved sample to meet gradation may be grounds for rejection. The gravel shall be delivered in 'super sacks', or approved equal containment and protection, and shall be kept free of all foreign matter.

Annular zone isolation seal material shall consist of bentonite pellets or chips, subject to the prior approval of the OTR.

## **PLACEMENT**

Prior to placement of the gravel pack in the well, the drilling fluid shall be thinned to reduce weight and viscosity and be balanced throughout the fluid column. Gravel, as specified, shall be installed in the annular space between the reamed hole and the well screen through a construction tremie pipe. The use of water and a gravel pump will be required. During placement of the gravel, disinfectant (e.g., sodium hypochlorite) shall be added to the gravel at a uniform rate and in accordance with Bulletin 74-81 while line swabbing the screen intervals to stabilize and settle the gravel pack. **Fluids displaced from the well casing and annulus during gravel packing (and sealing) operations shall be controlled and disposed of as provided in Section 219.** Prior to installation of the casing and screen, the permanent gravel tube shall be installed to the desired depth. The gravel tube shall be flushed with clear water after placement. Once the permanent gravel tube is in place, it will be the Contractor's responsibility to verify the depth to the gravel pack in the annulus by using a sounding line, or some other acceptable method. The sounding line shall also be used to measure and document the depth of material in the gravel tube.

Two annular zone isolation seals, as specified, shall also be installed in the annular space between the reamed hole and the blank casing through a construction tremie pipe and shall be placed generally in the locations shown on **Figure 5** and at the direction of the OTR following review of the geophysical logs.

## **TESTING**

Testing of the gravel pack shall be as specified in these Specifications.

## **SUBMITTALS**

A description and sieve analysis of gravel packing materials to be delivered to the site must be submitted for approval to the OTR at the preconstruction meeting. The OTR may elect to have a certified testing laboratory perform a sieve analysis of the material to verify conformance with the approved submittal sample. Following the Caliper Survey (Section 207) the Contractor shall also submit his estimate of the volume of gravel to be installed. If a greater than 15 percent difference exists between the estimate and the final volume of gravel added, the discrepancy may be grounds for rejection of the well by CVWD.

## **MEASUREMENT**

For the purpose of payment, the quantity of gravel and zone seal materials shall be measured by the linear foot of installation.

## **PAYMENT**

Full compensation for furnishing all labor, materials, tools, and equipment necessary to install the gravel pack envelope as shown on the Drawings and as specified by the OTR and herein shall be included in the unit price bid per linear-foot for "Gravel Pack" - Bid Item No. 9.

## SECTION 210 - CEMENT GROUT

### **CEMENT GROUT - BID ITEM NO. 10**

#### **SCOPE**

This item shall consist of providing and installing cement grout annular seal for the well. As preliminarily designed, the annular seal will extend from the ground surface to a depth of approximately 255 feet, as shown on **Figure 5**. The actual depth will be determined upon review of the geophysical log.

#### **CONSTRUCTION MATERIALS**

Cement grout shall be composed of not more than 3 cubic feet of sand and 1 cubic foot (one sack) of Portland cement to 5 to 7 gallons (0.67 to 0.90 cubic feet) of clean water. This is typically considered to be a 10.3-sack Portland cement sand slurry mix when ordered from batching plants. Bentonite, to make the mix more fluid and reduce shrinkage, may be used to a total of 5 percent (5%) of the volume of the cement. If 5 percent bentonite is used, water content can be increased to 8.2 gallons per sack of cement.

#### **PLACEMENT**

After verifying the depth to the top of the gravel pack and prior to pumping the cement grout, the Contractor shall place 5 linear feet of fine-grained "transition sand", or approved equal, for separation of the cement grout and gravel pack. Cement grout shall then be pumped into the annular space between the blank casing and the borehole from bottom to top by means of a tremie pipe. Cement grout material shall be placed by the positive displacement pumping method.

A grout pipe shall extend from the surface to the bottom of the zone to be grouted. Grout shall be placed from bottom to top in one continuous operation. The grout pipe may be slowly raised as the grout is placed, but the discharge end of the grout pipe must be submerged in the emplaced grout at all times until grouting is completed. The grout pipe shall be maintained full, to the surface, at all times until completion of the grouting of the entire specified zone. The fluid level in the casing shall be maintained at the ground surface during cementing operations. After cementing, no work will be undertaken for a period of 24 hours.

The Contractor is reminded that water shall be run through the gravel tube under pressure during the gravel packing and cementing operations.

**The Contractor is also reminded that fluids displaced from the well casing and annulus during sealing operations shall be controlled and legally disposed of as provided in Section 219.**

## **MEASUREMENT**

Measurement for cement grout will be on a linear foot basis.

## **PAYMENT**

Full compensation for furnishing all labor, materials, tools, and equipment necessary to install the cement grout as specified shall be included in the unit price bid for "Cement Grout" - Bid No. 10.

## SECTION 211 - WELL DEVELOPMENT

### WELL DEVELOPMENT - BID ITEM NOS. 11.1 THROUGH 11.4

#### SCOPE

This item shall consist of line swabbing, dual-swab air-lift pumping, and pumping and surging with a variable-speed turbine pump to remove drilling fluids and develop the gravel pack and aquifer to maximize the yield and efficiency of the well.

#### MATERIALS

Nu-Well 220 (NW-220, manufactured by Johnson Screens) or AquaClear PFD (manufactured by Baroid Industrial Drilling Products), or approved equal, shall be used in a concentration of one gallon per 500 gallons of water in the screen sections (including the volume of water in the gravel pack).

#### PLACEMENT

***Mechanical Development Procedures.*** Initial development work shall consist of the removal of heavy drilling fluids and sediment from the well casing by "open-ended" airlifting from the bottom of the well using an eductor pipe until drilling fluids have been removed from the well. The eductor pipe shall be fitted with a single swab to protect the screen during installation. **Fluids displaced by initial airlifting shall be contained and legally disposed of as provided in Section 219.** It is estimated that the volume of initial heavy development fluids will be approximately equal to one casing volume.

Following initial open-ended airlifting, line swabbing to stabilize and settle the gravel pack and provide for initial wall cake removal shall be performed. The swab shall be no less than 13 inches in diameter. Equipment utilized during line swabbing operations shall be of a horsepower necessary to raise the swab at a velocity of at least three feet per second. Each 20-foot screen section shall be swabbed for a period of 30 minutes. Swabbing shall proceed from top to bottom and the well shall be cleaned to the bottom upon completion. During swabbing operations, gravel pack will be routinely tagged filled as necessary and at the direction of the ORT.

After initial line swabbing, the well will be developed by dual-swab air-lift pumping. This procedure will be conducted utilizing a development tool similar to the one shown in Figure 15.16 of Groundwater and Wells (Driscoll, 2nd Edition, page 515). The tool will consist of a 10-foot length of perforated pipe with minimum 13-inch-diameter flexible rubber wipers on both ends. The tool will be placed to the required depth on an eductor string of 5- to 8-inch-diameter eductor pipe. Into the eductor string a minimum 1.5-inch-diameter air pipe will be placed to a depth necessary to achieve required submergence to perform air-lift pumping. Alternatively, a submersible pump can be used for pumping in place of the airline. The air compressor (or pump) and necessary equipment used for dual-swab air-lift pumping shall be capable of

intermittently pumping 500 gallons per minute (gpm) during development (depending on airline submergence). At the top of the string, a discharge head shall be configured to divert the produced air/water mixture through a flexible hose to a discharge tank. Air supply to the airline shall also be connected through a flexible hose. The entire assembly shall be suspended in the derrick in such a manner that allows the assembly to swab a minimum of 20 feet of screen while simultaneously air-lift pumping.

The above-described equipment shall be installed into the well to the top of the uppermost screen. The screen will be swabbed in 20-foot sections while simultaneous air-lift pumping. Each screen section will be worked until successive swabbing produces little change in color and discharge is relatively clear. Development will continue for approximately 2 hours for each 20-foot interval of screen or until the maximum turbidity of the discharge water following swabbing is less than 100 NTU. This period may be extended or shortened by the OTR based on the condition of discharge water. Upon completion of a screen section, additional pipe will be added to both the eductor and airline, and the procedure repeated until all screen sections have been completed. On completion of development of all sections of the screen, the well shall be cleaned to bottom.

After reaching bottom, the dual-swab development tool shall be utilized to inject NW-220, or approved equal, incrementally into the screen sections. The total amount of NW-220 introduced to the well shall be equal to the quantity necessary to achieve a NW-220 concentration of one gallon per 500 gallons of water in the screened sections (including water in gravel pack). The NW-220 solution shall be prepared in the proper concentration in a tank or other vessel, subject to the approval of the OTR, prior to introduction into the well. Following each incremental introduction, the NW-220 solution shall be 'chased' with clear water in order to displace the solution from the pipe and tool into the screen and gravel pack. The NW-220 solution shall then be swabbed into each progressively shallower screen section as piping is removed. Each 20-foot screen section shall be swabbed for a period of 30 minutes to assure distribution.

Upon reaching the uppermost screen section, the solution shall be left in the well for a minimum period of 12 hours. During this 12-hour period, the screen shall be 'dry swabbed' in two additional passes, with each 20-foot screen section swabbed for a period of 30 minutes per pass to provide additional agitation of the dispersant solution. After this period, the development procedure described in the fourth paragraph of this section shall be repeated to bottom (i.e., a second pass of dual-swab airlifting). On completion of the second pass development the well shall be cleaned to bottom. Development tools shall then be removed from well. It is estimated that total **active** (i.e., tool is either moving to swab or moving airlifting water) mechanical development time will be **approximately 66 hours**.

Development fluids from the well will be directed to temporary holding tanks (e.g., Baker or Adler tanks) onsite to allow settlement of all solids prior to discharge of decanted water to the designated discharge location, as described in the below section "Discharge Water".

***Pumping Development Procedures.*** Following the initial mechanical development, the Contractor shall install a deep well test pump. The minimum requirements for the development

are specified below; however, the Contractor should note that if the development pump is also to be utilized for production testing of the well (Section 213), the pump, installation and appurtenances must also meet the requirements specified in Section 213. The pump shall be capable of discharging up to 1,200 gpm at 300 feet of total dynamic head. Pump intake setting shall be approximately 270 feet (actual setting will depend on the final design of the well). The pump driver shall be equipped with suitable throttling devices to control discharges between approximately 300 and 1,200 gpm.

Following the initial mechanical development, the Contractor shall install a deep well test pump. The test pump **shall not be equipped with a foot valve**, which would prevent backspin and interfere with surging operations. The discharge line shall be provided with suitable equipment for sand testing such as the Rossum Centrifugal Sand Sampler (refer to Journal of the American Water Works Association, vol. 46, No. 2, February 1954). The well shall be developed by intermittent pumping and surging, which shall be at an initial rate of 300 gpm and continued until the water is clear. Surging shall allow water to flow back through the bowls and free backspin and through the perforations of the screen. The pump shall then be started and stopped several times and then pumped at 300 gpm until the water is clear. The procedure shall be repeated at 200 gpm increments up to 1,200 gpm or as directed by the OTR. It is estimated that development pumping will consist of **approximately 60 hours**.

**Discharge Water.** The Contractor shall provide a temporary water treatment system consisting of a minimum of two 21,000-gallon capacity temporary tanks, internally baffled and connected in series, provide piping to convey water produced from the well during development to the tanks, and provide hoses and pumps to circulate the water within the tank treatment system. The treatment system shall include Chitosan flocculent injection into the discharge system to promote settling of solids in the baffle tanks. It is the Contractor's sole responsibility to ensure that the sizing and configuration of settling tanks are fully adequate to achieve water quality conditions suitable for discharge. Water shall be allowed to flow by gravity from the first receiving tank to the next. Use of pumps to transfer water between tanks will not be allowed once the flocculent is applied. Standby time will not be paid for failure to achieve discharge standards.

Project discharges would be routed to the existing storm drain inlet at the site, which drains to Franklin Creek. Project discharges to the storm drain and Franklin Creek are to be monitored and maintained in compliance with the existing Statewide NPDES Permit for Drinking Water System Discharges (Order WQ 2014-0194-DWQ, General Order No. CAG140001), which CVWD is currently enrolled. Turbid discharges exceeding the NPDES requirements will be recirculated in the temporary settling tanks until NPDES requirements are met.

## **RECORDKEEPING**

Development records shall be maintained on at least a ½-hour basis showing production rate, pumping level, drawdown, sand production, gravel pack level and all other pertinent information concerning well development. Development at each rate shall continue until the following conditions have been met.

- The specific capacity (gpm per foot of drawdown) shall have reached a relatively constant value ( $\pm 10$  percent) over a period of at least 6-continuous-hours, or as directed by the OTR.
- Sand content is no greater than 5 ppm measured 15 minutes after surging, or as directed by the OTR.

### **TESTING**

Tests conducted during well development shall be in accordance with these Specifications.

### **SUBMITTALS**

Submit dimensional drawings and specifications for the development tool (air-lift pumping/swabbing) for approval by the OTR prior to development. Submit pump and motor performance curves for approval prior to development pumping. Maintain and submit all well development records prior to payment.

### **MEASUREMENT**

Not applicable.

### **PAYMENT**

Full compensation for furnishing all labor, materials, tools, and equipment necessary for mechanical well development shall be included in the hourly bid price for "Mechanical Well Development" - Bid Item No. 11.1. Full compensation for furnishing all labor, materials, tools, and equipment necessary for pumping well development shall be included in the hourly bid price for "Pumping Well Development" - Bid Item No. 11.2.

## SECTION 212 - TESTING OF WELL

### TESTING OF WELL - BID ITEM NO. 12

#### SCOPE

Testing of well includes the provision of all labor, equipment, and materials to complete the well tests described herein.

#### MATERIALS

The Contractor shall provide the materials specified herein and any other miscellaneous piping, valving, fittings, supports, and other appurtenances required to provide a complete, safe, and fully functioning test system. Materials, which are specifically identified by manufacturer, model, and/or size are required as such because of the limitations of size and/or performance necessary for testing. Other required items may vary at the Contractor's option based on Contractor's inventory so long as the overall criteria of adequacy, accuracy, and safety are met. The OTR shall be the sole judge of the adequacy of materials and equipment for testing of the well.

- 1 each Test pump, electric motor or engine drive, intake set to a depth of 270 feet capable of providing up to 1,125 gpm at 300 feet Total Dynamic Head (TDH).
- 2 each 1-inch-inside-diameter (minimum) PVC or HDPE sounding tube, installed to a depth just above the bowl assembly.
- 1 each Flow meter, propeller type, with direct flow rate and totalized flow readout. Meter installation shall include a minimum of 10 upstream and 5 downstream pipe diameters of straight piping without bends, valves, or fittings, and the provision of three ½-inch NPT ports for installation of sampling devices.

The Contractor shall furnish, install, and remove the necessary equipment capable of pumping 1,125 gpm at a minimum of 300 feet TDH. The equipment shall have satisfactory throttling devices so that the discharge may be reduced to 300 gpm. The pumping unit shall be complete with ample power switching, controls, and appurtenances and shall be capable of being continuously operated without interruption for a period of 72 hours.

#### PLACEMENT

***Step-Drawdown Test.*** Prior to starting the step-drawdown test, water level measurements shall be made to assess the static water level. There will be a period of at least 8 hours of off conditions following development work prior to the start of the step-drawdown test.

The well shall be "step" tested at rates of approximately  $\frac{1}{2}$ ,  $\frac{3}{4}$ , 1, and  $1\frac{1}{4}$  times the design capacity of 900 gpm. The complete step test for the well is estimated to require approximately 12 hours. The Contractor shall operate the pump and change the discharge rate as directed by the OTR. Discharge of the pump shall be controlled by gate valves. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus 5 percent. Pump discharge shall be measured with a totalizing meter and stop-watch, or as approved by the OTR. An electric sounder shall be furnished by the Contractor. Sand content measurement shall be recorded at 15-minute intervals by the Contractor during the step-drawdown test.

**Constant-Rate Test.** After a minimum 12-hour recovery period from the step test, a constant-rate test shall be conducted by pumping the well at the design rate for a period of not less than 24 hours, or until the OTR terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate test. At this time, residual drawdown data will be collected by the OTR. During the constant discharge test the final sand content testing will be conducted by the Contractor.

The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test: 1) 5 minutes after start of the test; 2) after  $\frac{1}{4}$  of the total planned test time has elapsed; 3) after  $\frac{1}{2}$  of the time has elapsed; 4) after  $\frac{3}{4}$  of the time has elapsed; and 5) near the end of the pumping test. If the average sand content exceeds 2 ppm, the Contractor shall do the necessary redevelopment work of the well until the sand content is less than 2 ppm, as directed by the OTR.

**Aborted Test.** Whenever continuous pumping at a uniform rate has been specified, failure of pumping operation for a period greater than 1 percent of the elapsed pumping time shall require suspension of the steps until the water level in the pumped well has recovered to its original level. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well the test may be resumed immediately. The OTR shall be the sole judge as to whether this latter condition exists. The Contractor will not be paid for any retesting done if the specified time or recovery requirements of the OTR for the aborted test are not first met. These tests are invalid and will not be construed as a test.

## **SUBMITTALS**

The Contractor shall keep accurate records of the pumping test data and furnish copies of all records to the OTR or his representative upon completion of the test. The records shall also be available to the OTR or his representative for inspection at any time during the test.

The Contractor shall also keep records on the type of pumping equipment used including (as applicable) engines, motors, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine revolutions per minute (RPM) and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

## **MEASUREMENT**

For the purposes of payment, well testing will be made at the hourly rate. The bid quantity for step-drawdown testing is 12 hours (3 hours per step). The bid quantity for the constant-rate test is 24 hours.

## **PAYMENT**

Full compensation for doing all work and furnishing all materials necessary to test the well as specified shall be included in a unit price bid for "Testing of Well" - Bid Item No. 12.

## **SECTION 213 - DOWNHOLE VELOCITY SURVEY**

### **DOWNHOLE VELOCITY SURVEY - BID ITEM NO. 13**

#### **SCOPE**

The Contractor shall furnish all equipment, materials, and work necessary to perform a downhole velocity (spinner) survey of the well. The velocity survey shall be performed during the final hours of the constant-rate production test (Section 212).

#### **MATERIALS**

Not Applicable

#### **PLACEMENT**

The Contractor shall furnish professional logging services for the downhole velocity (spinner log) surveys of the well to be performed during the final hours of the constant-rate production test of the well. The survey shall include 3 down runs at 3 different line speeds, and stop counts every 20 feet in screen intervals and 100 feet in blank casing

#### **TESTING**

Not Applicable.

#### **SUBMITTALS AND MEASUREMENT**

The Contractor shall provide four field and six final copies of the velocity survey logs. The velocity logs shall also be provided to the OTR via portable memory drive in a Microsoft Excel compatible format and a digital image (PDF) format. Spinner analysis shall be provided within one week of the test.

#### **PAYMENT**

Full compensation for furnishing all labor, tools, equipment and insurance, and doing all work necessary and incidental to complete the task of Downhole Velocity Surveys as specified shall be included in the lump sum price for "Downhole Velocity Survey" - Bid Item No. 13.

## SECTION 214 - DISINFECTION OF WELL

### DISINFECTION OF WELL - BID ITEM NO. 14

#### SCOPE

This item shall consist of doing all work and furnishing all materials necessary to disinfect the well against bacteria.

#### MATERIAL

***Disinfectants.*** Chlorine approved by state and local regulatory agencies shall be used as a disinfectant. The disinfectant shall be delivered to the work site in original closed containers bearing the original label indicating the percentage of available chlorine. Liquid 12.5 percent sodium hypochlorite is considered an acceptable disinfectant (or approved equal). The disinfectant shall be recently purchased (shall not be stored for more than 1 year). During storage, disinfectants shall not be exposed to the atmosphere or to direct sunlight. Unless superseded by governmental regulation, the quantity of chlorine compounds used for disinfection shall be sufficient to produce a minimum of 100 ppm available chlorine in solution when mixed with the total volume of water in the well.

#### PLACEMENT

***Well Disinfection.*** Sodium hypochlorite shall be introduced into the well casing from the surface. After the chlorine has been applied, the well shall be surged at least five times to improve the mixing and induce contact of the chlorinated water with the adjacent aquifer and to bring chlorinated water up into the pump column. The chlorinated water shall be left in the well for a period of at least 12 hours.

***Well Flushing.*** After disinfection of the well, the well shall be pumped to waste until the produced water is free of chlorine. Contractor shall measure the free chlorine residual with a DPD test kit to verify that the well has been completely flushed. Complete flushing shall be evidenced by a free chlorine residual of less than 0.02 ppm chlorine.

Contractor shall not discharge chlorinated waters. The Contractor shall route flush waters to the temporary holding tanks (e.g., Baker or Adler Tanks) and shall apply a dechlorinating agent such as sodium thiosulfate to the water to remove residual chlorine. Contractor shall verify and record the absence of chlorine residual by sampling the discharge at minimum 1-hour intervals. Free chlorine shall be below 0.02 ppm. Standby time will not be paid for failure to achieve discharge standards.

#### TESTING

After disinfection and flushing of the well, the OTR shall sample the well water for coliform bacteria in accordance with Standard Method 908C. If testing indicates the presence of

coliform bacteria, Contractor shall repeat the disinfection and flushing procedure at no cost to CVWD until satisfactory results (i.e., no coliform bacteria present) are achieved.

**SUBMITTALS AND MEASUREMENT**

Not applicable.

**PAYMENT**

Full compensation for doing all work and furnishing all materials for the disinfection of the well as specified shall be included in the lump sum price bid for "Disinfection of Well" - Bid Item No. 14, only after satisfactory test results are obtained in accordance with these specifications.

## **SECTION 215 - VIDEO SURVEY**

### **VIDEO SURVEY - BID ITEM NO. 15**

#### **SCOPE**

This item shall include the performance of an acceptance video survey of the completed well.

#### **MATERIALS**

Video shall be in color, with side scan capabilities, and provided in digital (MP4) format.

#### **PLACEMENT**

The Contractor shall furnish and provide assistance for the video surveying of the completed well prior to acceptance of the well by CVWD. The OTR shall witness the video survey. Prior to the survey, the well shall be flushed at a rate of approximately 5 gpm overnight to clear the water column. The survey tool and wireline shall be disinfected prior to placement in the well. The survey shall be performed at a maximum downhole speed of 20 feet per minute with full circumference surveys of each casing/screen joint.

#### **TESTING**

The video survey shall verify that the well is free of structural defects and clear of all debris throughout the entire depth of the well prior to acceptance of the well by CVWD. If any defects or debris are found, the Contractor shall make repairs to, or remove debris from, the well as necessary, at no cost to CVWD.

#### **SUBMITTALS AND MEASUREMENT**

A copy of the video survey shall be delivered to the OTR upon completion of the survey.

#### **PAYMENT**

Full compensation for furnishing all labor, tools, equipment and insurance, and doing all work necessary and incidental to complete the task of Video Survey as specified shall be included in the lump sum price for "Video Survey" - Bid Item No. 15.

## SECTION 216 – PLUMBNESS AND ALIGNMENT SURVEY

### PLUMBNESS AND ALIGNMENT SURVEY - BID ITEM NO. 16

#### SCOPE

This item of work shall consist of testing to determine the plumbness and alignment of the completed well. The Contractor is solely responsible for meeting the requirements for plumbness and alignment of the completed well as specified herein. The Contractor may, at his discretion, perform periodic deviation surveys of the borehole during the drilling of the pilot holes, and take corrective actions as necessary, to ensure proper plumbness and alignment of the completed wells. The final acceptance plumbness and alignment tests may be performed at any time subsequent to cementing operations.

#### MATERIALS

Not Applicable.

#### PLACEMENT AND TESTING

The completed well shall be sufficiently plumb and straight so that there will be no interference with installation, alignment, operation or future removal of the pumping equipment. The proposed pumping equipment (Grundfos 1100S1000-2) has a maximum outside diameter of 9.5 inches.

Tests to determine the plumbness and alignment of the 14-inch-diameter upper blank casing shall be made by the Contractor after the well has been completed and before its acceptance. The Contractor shall furnish professional logging services for the deviation and directional survey and be of the type provided by Pacific Surveys, or approved equal, and shall comply with AWWA A-100 standards. The survey tools and wirelines shall be disinfected prior to placement in the well.

**Plumbness Tolerance.** The maximum allowable horizontal deviation (drift) of the well from the vertical shall not exceed two thirds of the smallest inside diameter of that part of the well being tested per 100 feet of depth.

**Alignment Tolerance.** The maximum allowable horizontal distance between the actual well centerline and a straight line representing the proposed pump centerline (this line being constructed to minimize the horizontal distance between the two centerlines) shall not exceed one-half of the difference between the inside diameter of the casing or hole in that part of the well being tested and the desired maximum outside diameter of the proposed pump to be installed.

CVWD may reject the well if the above tolerances are exceeded.

**SUBMITTALS**

Records of deflection shall be submitted to the OTR.

**MEASUREMENT**

Not applicable.

**PAYMENT**

Full compensation for doing all work and furnishing all materials to determine to well alignment as shown on the drawings and as specified shall be included in the lump sum price bid for "Plumbness and Alignment" - Bid Item No. 16.

## **SECTION 217 – STANDBY TIME**

### **STANDBY TIME - BID ITEM NO. 17**

During the progress of drilling operations, it may be necessary for the OTR to perform work that will require the drilling crew and equipment to stand idle. In such event, the OTR shall request the Contractor in writing to cease operations and shall state the anticipated extent or duration thereof. The Contractor shall promptly furnish such assistance and cease operations. In no case shall standby time be approved for Contractor equipment failures or delays caused by waiting for Contractor's equipment or materials deliveries.

Payment for standby time will be paid at an hourly rate for Bid Item 17 in accordance with the actual hours approved by the OTR. For bidding purposes, 10 hours of standby time shall be assumed.

## **SECTION 218 - SITE CLEANUP**

### **SITE CLEANUP - BID ITEM NO. 18**

#### **SCOPE**

This item shall consist of doing all work and furnishing all materials necessary to maintaining the well site in a professional manner during drilling, construction, and testing and restoring each site to predrilling conditions after work is completed.

#### **CLEANUP METHODS**

The Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work. At completion of the work the Contractor shall remove all waste materials, rubbish and debris from and about the well site as well as all tools, construction equipment, fuel tanks, and machinery and surplus materials. The Contractor shall leave the site clean and ready for use by CVWD. The Contractor is not responsible for reseeding turf at the Linden site or repaving the Meadow View site but shall restore all temporary work areas by restoring them to their original grade. The Contractor is responsible for any damages to properties adjacent to the well caused by drilling, construction, or well testing activities associated with the work described herein. This includes the tracking of mud, dirt, and debris from the site onto City streets.

Following removal of the Meadow View site sound barrier and prior to demobilizing, the Contractor shall also provide temporary protection of the Meadow View IW casing from vehicles (the well will be located in the street) by installing a K-rail protective perimeter around the casing (or approved equal). The protection shall remain in place until June 1, 2027.

#### **MATERIALS, PLACEMENT, TESTING, SUBMITTALS, AND MEASUREMENT.**

Not applicable.

#### **PAYMENT**

Full compensation for site cleanup as specified shall be included in the lump sum price for "Site Cleanup" - Bid Item No. 18.

## **SECTION 219 – FLUIDS AND CUTTINGS CONTAINMENT AND DISPOSAL**

### **FLUIDS AND CUTTINGS CONTAINMENT AND DISPOSAL - BID ITEM NO. 19**

#### **SCOPE**

During drilling, reaming, well construction, and well development, the Contractor shall provide for the temporary containment and storage of drilling fluids and drill cuttings. Drilling fluids, including the fluids displaced from the hole during casing, gravel packing, cementing operations, and initial development shall be contained and legally disposed offsite by the Contractor. Drilling cuttings shall also be contained and legally disposed offsite by the Contractor.

#### **MATERIALS AND METHODS**

Portable, temporary, leak proof containment vessels shall be used to contain drilling fluids and fluids displaced from the hole during casing, gravel packing, cementing operations, and initial development. These fluids shall be removed from containment vessels and legally disposed offsite by the Contractor prior to initiating well development operations (Section 211). Temporary containment of cuttings within the work areas will be allowed. The Contractor may choose to utilize "low-boy" bins or bermed ground for cuttings storage, provided no fluids are allowed to leak outside the perimeter of the sound barrier. Drill cuttings and fluids shall be legally disposed of offsite.

#### **SUBMITTALS, TESTING, AND MEASUREMENT**

Not applicable.

#### **PAYMENT**

Full compensation of all labor, tools, equipment, and other costs required to complete the task of Fluid and Cuttings Containment and Disposal as specified shall be included in the lump sum price for "Fluid and Cuttings Containment and Disposal" - Bid Item No. 19.

**CARPINTERIA VALLEY WATER DISTRICT  
CAPP MONITORING WELLS**

**SECTION 300  
TECHNICAL SPECIFICATIONS**

- Section 301 - Mobilization
- Section 302 - Sound Barrier
- Section 303 - Conductor Casing
- Section 304 - Drilling
- Section 305 - Logging
- Section 306 - Well Casings
- Section 307 - Gravel Pack
- Section 308 - Annular Seals
- Section 309 - Drilling Fluid and Cuttings Disposal
- Section 310 - Well Development
- Section 311 - Video Surveys
- Section 312 - Wellhead Completions
- Section 313 - Site Cleanup

## **SECTION 301 - MOBILIZATION**

### **MOBILIZATION - BID ITEM NO. 20**

#### **SCOPE OF WORK**

Mobilization shall consist of all preparatory work and materials necessary for construction operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; control of water; site leveling; and all other facilities necessary for work on the project and for all other work and operations which must be performed, or cost incurred prior to beginning work on the various Contract items on the project site.

#### **MATERIALS AND METHODS**

The Contractor shall provide a complete drilling unit, all tools, accessories, power, fuel, materials, supplies, lighting, tanks, piping, portable restroom facilities, and other equipment and experienced personnel necessary to conduct efficient drilling operations. The drilling unit shall be in good condition and of such capacity as to drill the hole and complete a well as required by these Specifications to a depth of approximately 1,500 feet. All equipment shall be cleaned prior to mobilization to prevent potential cross-contamination from previous projects on which the equipment was used. The cleaning shall also remove vegetation and soil from equipment to prevent non-native seed and plant transfer.

#### **PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, permits, and incidentals, and for doing all work required for mobilization shall be included in the lump sum price bid for "Mobilization", Bid Item No. 20.

## SECTION 302 – SOUND BARRIER

### SOUND BARRIER, BID ITEM NO. 21

#### SCOPE OF WORK

The Contractor shall do all work necessary to design, furnish, install, maintain, and remove a temporary sound attenuation barrier (sound barrier or soundwall) at the **Ag Parcel site** (the sound barrier for the Linden site is per Section 202 in the IW specifications). The sound barrier shall protect adjacent residences from direct equipment noise impacts and be configured generally as shown in **Figure 4**. The final design and placement of the sound barrier shall be subject to the approval of the OTR.

The reduction of noise pollution shall also consist of providing construction equipment and performing construction activities in a manner that minimizes noise generation and conforms to these Specifications. It shall be the Contractor's responsibility to keep noise pollution due to construction activities as low as possible. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a residential grade muffler to minimize noise emission. No internal combustion engine shall be operated on the project without said muffler. In no case shall noise levels produced by the Contractor exceed the following limits:

- A) Individual piece of equipment 85 decibels (dBA) as measured within the soundwall and at a distance of 100 feet.
- B) 75 decibels (dBA) as measured outside the soundwall and at the nearest sensitive receptor property line.

**Night-Time Drilling Operations.** Night-time drilling operations shall be conducted in a manner to reduce noise peaks and avoid rapid changes in noise levels to the extent practical. All drilling personnel shall be advised to avoid or minimize noise generation wherever possible. All deliveries of pipe and other materials and supplies, and all removal of debris, drilling cuttings, drilling fluids, equipment, materials, and supplies from the well site shall take place during day-time hours.

#### MATERIALS

The engineered soundwall shall utilize a sound absorption system with a minimum Sound Transmission Class rating (STC) of 25.

#### PLACEMENT

The contractor shall, prior to mobilization of drilling equipment on each site, construct an engineered temporary soundwall that shall enclose all drilling and construction equipment on all sides of the site. The soundwall shall be self-supporting and at least 24 feet high and shall protect nearby residences from direct equipment noise. Soundwall components shall not be

driven into the ground by impact. The Contractor shall pothole the soundwall post hole locations prior to installation to ensure no underground utilities will be impacted. The soundwall shall be engineered to reduce noise levels to the maximum extent possible and shall be designed in accordance with UBC standards to withstand seismic (Zone 4) and wind forces (Exposure C, Importance Factor 1.0). The total length of the sound barrier shall be configured to protect nearby residences from direct equipment noise impacts. A reduced length may be allowed, subject to prior approval by the OTR, provided that the soundwall complies with all other requirements specified herein. The barrier shall be in place and operational throughout drilling and well development operations. In addition to the soundwall, the Contractor shall plan to have available at all times during the project acoustical blankets or other sound control material for miscellaneous sound control as needed and as determined to be necessary by CVWD and/or the OTR. The Contractor shall comply with requests by CVWD and the OTR to implement any additional sound control measures deemed necessary.

### **TESTING**

Sound level emissions will be measured in dBA. The OTR will take periodic sound level measurements during the construction process. A stop work order will be issued if noise measurement exceeds the levels specified above. The OTR shall make the final determination of the measured exceedances of noise requirements stated in these specifications.

### **SUBMITTALS**

The soundwall shall be designed by a qualified, licensed structural or civil engineer and shall bear the stamp of a California Registered Civil or Structural Licensed Engineer who has performed or reviewed the structural aspects of the soundwall design (i.e., UBC seismic and wind load compliance per above). **The name and license number of this Engineer must be submitted with the bid.** Prior to soundwall installation, the Contractor shall submit for review by the OTR the proposed soundwall layout, design, and installation plan. The design shall include STC rating of soundwall material to ensure that the requirements of these Specifications are met prior to the actual installation. The submittal shall also include structural plans and calculations signed and sealed by the California Registered Civil or Structural Engineer detailing the installation of the soundwall and demonstrating conformance to seismic and wind load requirements as specified under "Placement" above.

### **PAYMENT**

Payment for the Contractor's materials, equipment, and labor for the reduction of noise pollution shall be included in the unit price bid per linear foot price for "Noise Control/Sound Barrier", Bid Item No. 21.

## **SECTION 303 - CONDUCTOR CASINGS**

### **CONDUCTOR CASING - BID ITEM NO. 22**

#### **SCOPE OF WORK**

The Contractor shall furnish all equipment, material, and work necessary to install the surface conductor casings as specified herein. Prior to pilot hole drilling for each of the three monitoring wells, the Contractor shall bore a 24-inch-minimum-diameter hole from ground surface to a depth of 20 feet, or as directed by the OTR, in which a 16-inch diameter steel surface conductor casing shall be installed.

#### **MATERIALS AND METHODS**

The conductor casing shall be a minimum 16 inches outside-diameter steel pipe having a wall thickness of not less than 0.25-inches and a length of not less than 20 feet. Conductor casing shall be manufactured in accordance with ASTM Designation A-139, Grade B, without copper. All joints in the conductor casing shall be securely welded and shall be watertight. Centering guides shall be welded to the conductor casing with a minimum of two sets of guides (one near the bottom and one near the top). Each set will consist of three guides equally spaced circumferentially.

After the conductor casing has been installed, it shall be sealed by filling the annular space between the hole and the conductor casing by means of a grout pipe with standard pumping mix concrete (minimum, 10.3 sack mix). The seal will be considered to be sufficiently emplaced when the concrete is visible at the surface. After cementing operations are completed, the concrete shall be left undisturbed for a period of not less than 24 hours before drilling is resumed. The final depth of the concrete within the annulus shall be no shallower than 18 inches below ground surface to accommodate the placement of the well enclosure.

#### **PAYMENT**

Full compensation for doing all work and furnishing all materials necessary to manufacture, deliver, and install the 16-inch surface conductor casings shall be included in the lump sum price for "Conductor Casings" - Bid Item No. 22.

## **SECTION 304 - DRILLING**

### **DRILLING - BID ITEM NO. 23**

#### **SCOPE OF WORK**

The Contractor shall furnish and provide all work, equipment, and materials necessary to complete the drilling of a 12.25-inch diameter boring for each of the three monitoring wells at each of the three sites. The initial pilot holes shall be drilled to a depth of 1240 feet for the first and deepest monitoring well. The estimated boring depths for the other intermediate and shallow monitoring wells, and the depths to be assumed for bidding purposes, are 935 feet and 370 feet, respectively. The borings for each of the monitoring wells shall be cleaned and conditioned so as to allow for the installation of the monitoring well casings. Borehole cleaning and conditioning may include performance of a 'wiper' run, and/or reaming, and shall be provided as necessary at no additional cost to the CVWD.

#### **MATERIALS AND METHODS**

The Contractor must provide to the OTR a description of the drilling equipment and fluids to be used prior to mobilization. Drilling fluids shall be made with additives that are NSF certified. The drilling fluid shall possess such characteristics as are required to adequately maintain the walls of the hole to prevent caving of the hole as drilling progresses and to permit recovery of representative samples of cuttings. The drilling fluid shall possess such characteristics that it can be readily removed from the hole during the placement of the gravel pack and during development of the well. The drilling fluid shall be a clay-based bentonite system, with appropriate additives as needed. The drilling equipment, drilling fluid system, and proposed drilling fluid additives shall be provided to the OTR for approval prior to mobilization.

Surface containment (i.e., tanks and/or bins) of drilling fluids and drill cuttings will be required. The Contractor is advised that cuttings from shaker or those removed from tanks will need to be stored and contained on-site. Upon completion of drilling operations and well construction, all fluids and cuttings shall be removed from the site and disposed of as provided in Section 309.

Mechanical separation must be utilized to remove all but the finest of drill cuttings from the drilling fluid. Mechanical separation shall include, at a minimum, a shale shaker and de-sanders capable of handling a minimum of 125 percent of the circulating capacity of the fluid system. This equipment must keep sand content below one percent in the drilling fluid at all times during the drilling process. It is the Contractor's sole responsibility to ensure that the sizing and configuration of the fluid system and settling tanks are adequate to meet the drilling fluid properties outlined below.

The Contractor must provide at the drilling site at all times Standard API measurement devices in proper working order to determine the following drilling fluid properties:

- 1) Drilling fluid weight
- 2) Drilling fluid viscosity
- 3) Drilling fluid sand content
- 4) 30-minute water loss/filter cake

The above properties of the drilling fluid entering the mud pump or leaving the circulation tank must be recorded by the contractor at a minimum of 100 foot intervals during the drilling of the pilot hole. The drilling fluid shall have the following properties in accordance with API Code RP 13B (or recent modification) "Recommended Standard Procedures for Testing Drilling Fluids."

For **clay-based bentonite** fluid systems, the following properties shall be maintained.

1. Weight - a maximum of 9.5 pounds per gallon during all aspects of drilling.
2. Marsh Funnel Viscosity – a minimum of 32 seconds and a maximum of 40 seconds during all aspects of drilling.
3. Sand Content - a maximum of one percent by volume during all aspects of drilling.
4. Water Loss - a maximum of 10 ml. Wall cake thickness shall be no greater than 3/32-inch.

The Contractor must keep records providing the following information for the well:

1. A log of the cuttings, providing the depths and descriptions of the earth materials encountered. The Contractor shall collect cutting samples at 10-foot intervals during the drilling of the pilot boring. Samples shall be placed in "zip-lock" plastic bags and labeled with well name, sample depth interval, and date.
2. A log of drilling fluid test results, and a log listing the types and amounts of drilling fluid additives used, with corresponding times and depths, and drilling fluid changes.
3. A log of drilling bit types and depths at which drill bit changes are made.

All measurements for depths shall be referenced to existing ground surface at the well site. All drilling records shall be delivered to the OTR upon completion of the well.

Upon completion of the pilot bore, a geophysical log of the bore hole shall be performed. The geophysical log will be used to develop the final design elements of the well. The OTR may authorize additional pilot boring upon review of the geophysical log. The geophysical logging is described in Section 305.

## **PAYMENT**

Full compensation for doing all work and furnishing all labor, materials, and tools necessary to complete pilot bore drilling and the borehole drilling for the monitoring wells to the depths established in these Specifications shall be included in the unit price bid per linear foot for "Drilling" - Bid Item No. 23.

## **SECTION 305 - LOGGING**

### **LOGGING - BID ITEM NO. 24**

#### **SCOPE OF WORK**

The Contractor shall furnish all equipment, materials, and work necessary to perform a geophysical log of the pilot bore for the deep boring. The surveys to be performed as part of the geophysical log shall include spontaneous potential, resistivity, resistance, natural gamma and magnetic deviation surveys. This scope of work also includes performance of a caliper survey of each of the monitoring well borings prior to the installation of casings.

#### **MATERIALS AND METHODS**

The Contractor shall furnish services to complete a geophysical log of the pilot hole for the deep monitoring well. Borehole geophysical logs, consisting of spontaneous potential, 16- and 64-inch resistivity surveys, and a natural gamma survey, all in API format, shall be made of the pilot bore by the Contractor as directed by the OTR. Standby time will not be paid for additional cleaning and conditioning of the hole to enable logging operations to proceed. If the logging probe fails to descend to the desired depth, the Contractor, at his own expense, shall condition the hole to permit the logging probe to descend to the bottom of the drilled hole.

Upon completion of drilling of each monitoring well boring and prior to installation of the casings, caliper surveys shall be performed to assess the condition of the boreholes and allow for calculation of the volumes of cement and gravel pack required for well completion. The Contractor shall provide field copies of the geophysical log and the caliper surveys to the OTR immediately upon completion of the logging. The logs and surveys shall also be provided to the OTR in a digital format (PDF and Excel compatible).

#### **PAYMENT**

Full compensation for all labor, tools, equipment and insurance, and doing all work necessary and incidental to complete the task of geophysical logging and caliper surveying, including standby time as specified in these Specifications shall be included in the lump sum price for "Logging" - Bid Item No. 24.1 (geophysical logging) and Bid Item No. 24.2 (Caliper Surveying).

## SECTION 306 - WELL CASINGS

### WELL CASINGS - BID ITEM NO. 25

#### SCOPE OF WORK

The Contractor shall furnish all materials and work necessary to manufacture, deliver, and install the blank well casing, the well screen, and the cellar pipe with end cap for each MW, as listed in the tables below and shown on **Figure 7**, and in accordance with these Specifications.

Quantity (Linear Feet)	Item
450	3-INCH-DIAMETER, SCHEDULE 40 PVC, BLANK CASING.
1,805	2-INCH-DIAMETER, SCHEDULE 40 PVC, BLANK CASING.
230	2-INCH-DIAMETER, SCHEDULE 40 PVC, WELL SCREEN, 0.032-INCH HORIZONTAL, MACHINE CUT SLOTS.

The tentative completion schedules of the three MWs for each of the three MW clusters is shown in the table below:

Well Feature	Depths/Intervals, feet bgs		
	MW-1 (Deep)	MW-2 (Intermed.)	MW-3 (Shallow)
Total Casing Depth	1,200	925	360
Well Screen	1,090 – 1,190	850 – 915	285 - 350
PVC Classification	Schedule 40	Schedule 40	Schedule 40

#### MATERIALS AND METHODS

A caliper survey shall be conducted on each borehole prior to installation of the well casing. The caliper logs will establish the condition of each borehole, and will be used to calculate and verify placement of gravel pack and annular seal amounts.

The well casing shall be CertainTeed PVC solvent weld well casing, 3-inch and 2-inch nominal diameter and screen shall be CertainTeed PVC solvent weld well casing, 2-inch nominal diameter, Schedule 40. All casing materials shall be new. Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454, as defined in ASTM D1784, and shall meet the test requirements set forth in ASTM F480. White pipe shall be supplied. Well screens shall be perforated with machine-cut horizontal slots, with a maximum opening of 0.032-inches. PVC casing centralizers shall be used to center the well casings in the boreholes.

Upon completion of the drilling and any borehole conditioning, a construction tremie shall be installed to the appropriate well completion depth. The Contractor shall then install the well casing at depth and completion intervals as determined by the OTR. The well completion depths and intervals described within these specifications are tentative and will likely be revised based on review of the pilot hole information.

The casing and screen shall be plumb and shall be centered in the hole. The casing shall be suspended in tension from the surface by means of an appropriate hanger or clamp. The bottom of the casing shall be at a sufficient distance above the bottom of the reamed hole to ensure that none of the casing will be supported from the bottom of the hole. The Contractor may 'overdrill' the boring to accommodate the well casing if desired, and upon approval of the OTR, at no additional cost to the CVWD.

Casing centralizers shall be attached directly to the casing immediately above and below the well screen, and at intervals of not more than 60 feet within upper blank casing sections. Centralizers shall be comprised of PVC. **Metallic centralizers will not be allowed.** The type of centralizers proposed by the Contractor must be approved by the OTR prior initiation of the drilling.

If, for any reason, the casing cannot be landed in the correct position or at a depth acceptable to the OTR, or any portion of the casing should collapse prior to well completion, the Contractor shall remove the casing from the borehole, perform a wiper run, and reinstall the casing to the desired depth. Alternatively, and should landing the casing continue to be unsuccessful, the Contractor shall construct another well immediately adjacent to the original location and complete this well in accordance with the specifications at no additional cost to the CVWD. The abandoned hole shall be sealed in accordance with directions from the OTR and in accordance with any laws pertaining to proper well abandonment.

All work required to be repeated and all additional materials, labor, and equipment required, shall be furnished at the expense of the Contractor and no claim for additional compensation shall be made or be allowed, except as specifically provided herein.

The top of the casing will be provided with a locking cap at all times when personnel are not on the site.

Prior to Mobilization, the Contractor shall provide to the OTR: the name of the casing manufacturer; the slot size and design (slot pattern, horizontal length of slots, the number of rows of slots circumferentially around the casing, the number of slots per linear foot of casing, the percent open area, etc.). The Contractor shall also describe to the OTR prior to mobilization the design and composition of the proposed centralizers.

## **PAYMENT**

Full compensation for doing all work and furnishing all materials necessary to manufacture, deliver, and install well casing and screens as shown on the drawings and as

specified in the Specification shall be included in the unit price bid per linear foot for “PVC Blank Casing” and “PVC Screen” - Bid Item Nos. 25.1, 25.2 and 25.3.

## SECTION 307 - GRAVEL PACK

### **GRAVEL PACK - BID ITEM NO. 26**

#### **SCOPE OF WORK**

The Contractor shall furnish all equipment, material and work necessary to install gravel pack in the annulus, adjacent (approximately) to the well screen, and generally placed as specified herein. The final determination of the interval to be gravel packed will be determined by the OTR following review of the information acquired during the pilot drilling, however, the tentative intervals of gravel pack placement (and bid quantities) for each of the wells are provided in the table below:

Well Feature	Depths/Intervals, feet bgs		
	MW-1 (Deep)	MW-2 (Intermed.)	MW-3 (Shallow)
Depth of Annular Seal	1,040	800	235
Bottom of Casing	1,200	925	360
Gravel Pack Interval	1,040 – 1,200	800 – 925	235 - 360

#### **MATERIALS AND METHODS**

All gravel or coarse-grained sand for packing shall be hard, water worn, and washed clean of silt, fine sand, clay, and foreign matter. Crushed gravel will not be accepted. Gravel pack materials shall be rounded to well-rounded. Not more than three percent, by weight, of the gravel shall be flat or elongated. Gravel shall be of the type provided by P.W. Gillebrand, Colorado Silica Sand/Raptor Filter Sand, or approved equal, and subject to the approval of the OTR prior to delivery. An 8x16 gradation shall be used. The gravel pack material proposed for use by the Contractor shall be subject to the approval of the OTR prior to delivery to the site. The gravel pack material, if stockpiled at the well site, shall be in bags, supersacks, or otherwise protected and kept free of all foreign matter. A description, sample, and sieve analysis of the proposed gravel pack materials shall be provided to the OTR at the preconstruction meeting.

Prior to placement of the gravel pack in the well, the drilling fluid shall be thinned and balanced. Gravel shall be installed in the annular space between the reamed hole and the well screen through a construction tremie pipe. During placement of the gravel, disinfectant (e.g., sodium hypochlorite) shall be added to the gravel at a uniform rate and in accordance with Bulletin 74-81. Fluids displaced from the well casing and annulus during gravel packing operations shall be contained and disposed of as provided in Section 314. The final depth to the top of the gravel pack shall be verified by measurement with a sounding line, or other method acceptable to the OTR.

**PAYMENT**

Full compensation for furnishing all labor, materials, tools, and equipment necessary to install the gravel pack as specified by the OTR shall be included in the unit price bid per linear-foot for "Gravel Pack" - Bid Item No. 26.

## **SECTION 308 – ANNULAR SEALS**

### **ANNULAR SEALS - BID ITEM NO. 27**

#### **SCOPE OF WORK**

This item shall consist of providing and installing a cement grout annular seal for each of the MWs. The annular seal depths for the deep (MW-1), intermediate (MW-2), and shallow (MW-3) MWs in each of the three MW clusters are 1,040 feet, 800 feet, and 235 feet, respectively.

#### **MATERIALS AND METHODS**

Cement grout shall be composed of not more than 3 cubic feet of sand and 1 cubic foot (one sack) of Portland cement to 5 to 7 gallons (0.67 to 0.90 cubic feet) of clean water. This is typically considered to be a 10-sack Portland cement sand slurry mix when ordered from batching plants. Bentonite, to make the mix more fluid, reduce shrinkage, and slow the curing process to reduce heat, shall be used to a total of 5 percent (5%) of the volume of the cement. With the use of 5 percent bentonite, water content can be increased to 8.2 gallons per sack of cement. Contractor shall provide the OTR cement batch plant documentation prior to installation of the cement grout, and any modifications to the batch plant specifications shall (i.e. retardants) be approved by the OTR.

Cement grout shall then be placed in the annular space between the inner casing and the borehole from bottom to top by means of a tremie pipe. Cement grout material shall be placed by the positive displacement pumping method. A grout pipe shall extend from the surface to the bottom of the zone to be grouted. The Contractor will be allowed to place the annular seal in stages, as the Contractor deems necessary, in order to minimize the potential for casing collapse. The grout pipe may be slowly raised as the grout is placed, but the discharge end of the grout pipe must be submerged in the emplaced grout at all times and maintained full to the surface during ongoing staged grouting operations. The Contractor may raise and flush the tremie pipe as he deems appropriate in between stages. Grouting shall continue to within 18 inches of surface to allow installation of the below grade vault covering the wellhead. The fluid level in the casing shall be maintained at the ground surface during cementing operations and throughout the curing period. After cementing, no work will be undertaken for a period of 24 hours. After the annular cement seal has cured, the depth of the well shall be sounded to verify that casing collapse has not occurred.

Fluids displaced from the annulus during sealing operations shall be contained and legally disposed of as provided in Section 314.

**PAYMENT**

Full compensation for furnishing all labor, materials, tools, and equipment necessary to install the annular seals as specified herein shall be included in the unit price bid for "Annular Seals" - Bid Item No. 27.

## **SECTION 309 - WELL DEVELOPMENT**

### **WELL DEVELOPMENT - BID ITEM NO. 28**

#### **SCOPE OF WORK**

This item shall consist of swabbing, air-lift pumping, and bailing to remove drilling fluids and cuttings, develop the gravel pack, and provide for the collection of clean, representative samples from the monitoring well.

#### **MATERIALS AND METHODS**

Materials for well development shall include but not be limited to: a bailer; a line swab tool; air-lift tubing; discharge piping or hoses for the conveyance of development water at the surface; and a suitably sized air compressor.

Following a minimum 24-hour period after completion of the annular seal placement, the well will be developed by air-lifting and line-swabbing. Development shall consist of alternating periods of airlifting and line-swabbing. The Contractor shall provide to the OTR a description and/or drawing of the assembly that will allow for alternating airlifting and line swabbing. Airlifting shall occur until the water produced by is relatively clear (less than 25 NTUs). This shall be followed by continuous swabbing within the screened zone for a period of twenty minutes. This process shall be repeated throughout the allotted development period. The well shall be considered thoroughly developed when the water produced after a period of swabbing reaches is not greater than 5 NTUs. The development time for each well for bidding purposes shall be sixteen hours. Following development each well shall be cleaned to bottom.

Development water from the wells will be directed to a temporary containment tank(s) onsite. The initial, heavy fluids produced during the early stages of development shall be contained and disposed of as specified in Section 314. Water produced during the subsequent stages of development shall also be placed in the onsite tank. The CVWD will make arrangements for the disposal of well development water to the storm drain system under the existing General NPDES Permit for Drinking Water System Discharges (WQO 2014-0194-DWQ). The Contractor shall be responsible for conveying development water to the point of disposal and meeting NPDES discharge requirements.

#### **PAYMENT**

Full compensation for furnishing all labor, materials, tools, and equipment necessary for well development shall be included in the per well bid price for "Well Development" - Bid Item No. 28.

## SECTION 310 - WELLHEAD COMPLETION

### WELLHEAD COMPLETION - BID ITEM NO. 29

#### SCOPE OF WORK

The Contractor shall furnish all materials, equipment, and work necessary to construct a wellhead foundation and well vault/cover.

#### MATERIALS AND METHODS

The Contractor shall provide and install a ***Morrison Watertight 12" x 12" Limited Access Manholes (Model 418XA-0400 AM)***, or a OTR approved equal, with a bolt down lid. The monitoring well casings shall be terminated approximately 4 inches below ground surface. The manholes shall be securely cemented into place and completed above ground surface (as directed by the OTR) to prevent ponding around the well. The manholes shall be so installed as to permit easy access for instrumentation, monitoring, or sampling. A sufficient number of weep holes or a gravel drain shall be placed in the manhole subgrade so that any condensation or liquid is readily drained, thus preventing accumulation of water within the manhole.

The Contractor shall install a water-tight locking well cap to secure the monitoring well casing.

#### SUBMITTALS, TESTING, AND MEASUREMENT

Not applicable.

#### PAYMENT

Full compensation for furnishing all labor, materials, tools, and equipment necessary to provide for and install the wellhead completion features, as specified herein, shall be included in the per well bid price for "Wellhead Completions" - Bid Item No. 29.

## **SECTION 311 - VIDEO SURVEY**

### **VIDEO SURVEY - BID ITEM NO. 30**

#### **SCOPE**

This item shall include the performance of a video survey of **each** completed monitoring well to confirm the integrity of the well casings to depth.

#### **TESTING**

The video survey shall verify that the well is free of structural defects and clear of all debris throughout the entire depth of the well prior to acceptance of the well by CVWD. If any defects or debris are found, the Contractor shall make repairs to, or remove debris from, the well as necessary, at no cost to CVWD.

#### **SUBMITTALS AND MEASUREMENT**

A copy of the video survey shall be delivered to the OTR upon completion of the survey.

#### **PAYMENT**

Full compensation for furnishing all labor, tools, equipment and insurance, and doing all work necessary and incidental to complete the task of Video Survey as specified shall be included in the unit price for "Video Surveys" - Bid Item No. 30.

## **SECTION 312 – STANDBY TIME**

### **STANDBY TIME - BID ITEM NO. 31**

During the progress of drilling operations, it may be necessary for the OTR to perform work that will require the drilling crew and equipment to stand idle. In such event, the OTR shall request the Contractor in writing to cease operations and shall state the anticipated extent or duration thereof. The Contractor shall promptly furnish such assistance and cease operations. In no case shall standby time be approved for Contractor equipment failures or delays caused by waiting for Contractor's equipment or materials deliveries.

Payment for standby time will be paid at an hourly rate for Bid Item 31 in accordance with the actual hours approved by the OTR. For bidding purposes, 10 hours of standby time shall be assumed.

## **SECTION 313 - SITE CLEANUP**

### **SITE CLEANUP - BID ITEM NO. 32**

#### **SCOPE OF WORK**

This item shall consist of doing all work and furnishing all materials necessary to maintaining the well site in a professional manner during drilling, construction, and testing and restoring the site to predrilling conditions after work is completed.

#### **MATERIALS AND METHODS**

The Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work. At completion of the work the Contractor shall remove all waste materials, rubbish and debris from and about the well site as well as all tools, construction equipment, fuel tanks, and machinery and surplus materials. The Contractor shall leave the site clean and ready for use by the CVWD and shall restore to their original condition all temporary work areas. The Contractor is responsible for cleaning and restoring to the original condition the portions of streets where the mud, dirt, and debris may have accumulated as traffic exited the site. The Contractor is responsible for any damages to properties adjacent to the well caused by drilling, construction, or well development activities associated with the work described herein.

The OTR will be the sole judge who determines when cleanup efforts can be considered to be sufficient and complete.

#### **PAYMENT**

Full compensation for site cleanup as specified by these Specifications shall be included in the lump sum price for "Site Cleanup" - Bid Item No. 32.

## **SECTION 314 – FLUIDS AND CUTTINGS CONTAINMENTS AND DISPOSAL**

### **FLUIDS AND CUTTINGS CONTAINMENT AND DISPOSAL - BID ITEM NO. 33**

#### **SCOPE OF WORK**

During drilling, well construction, and initial well development, the Contractor shall provide for the temporary containment and storage of drilling fluids, drill cuttings and heavy development fluids. Drilling fluids and drill cuttings shall be hauled offsite and disposed of legally either during the course of the project, or upon completion of well development and as part of the site cleanup activities.

#### **MATERIALS AND METHODS**

Portable, temporary, leak proof containment vessels shall be used for drilling fluids and cuttings. Temporary containment of fluids and cuttings within 'bermed' areas on the ground surface will not be allowed. Drill cuttings and fluids shall be legally disposed of offsite. Proper documentation for cuttings/fluid transport and disposal, including tallies documenting the amount of material removed and disposed of, shall be provided to the OTR. Any required testing fees associated with the legal disposal of cuttings/fluids are the responsibility of the Contractor.

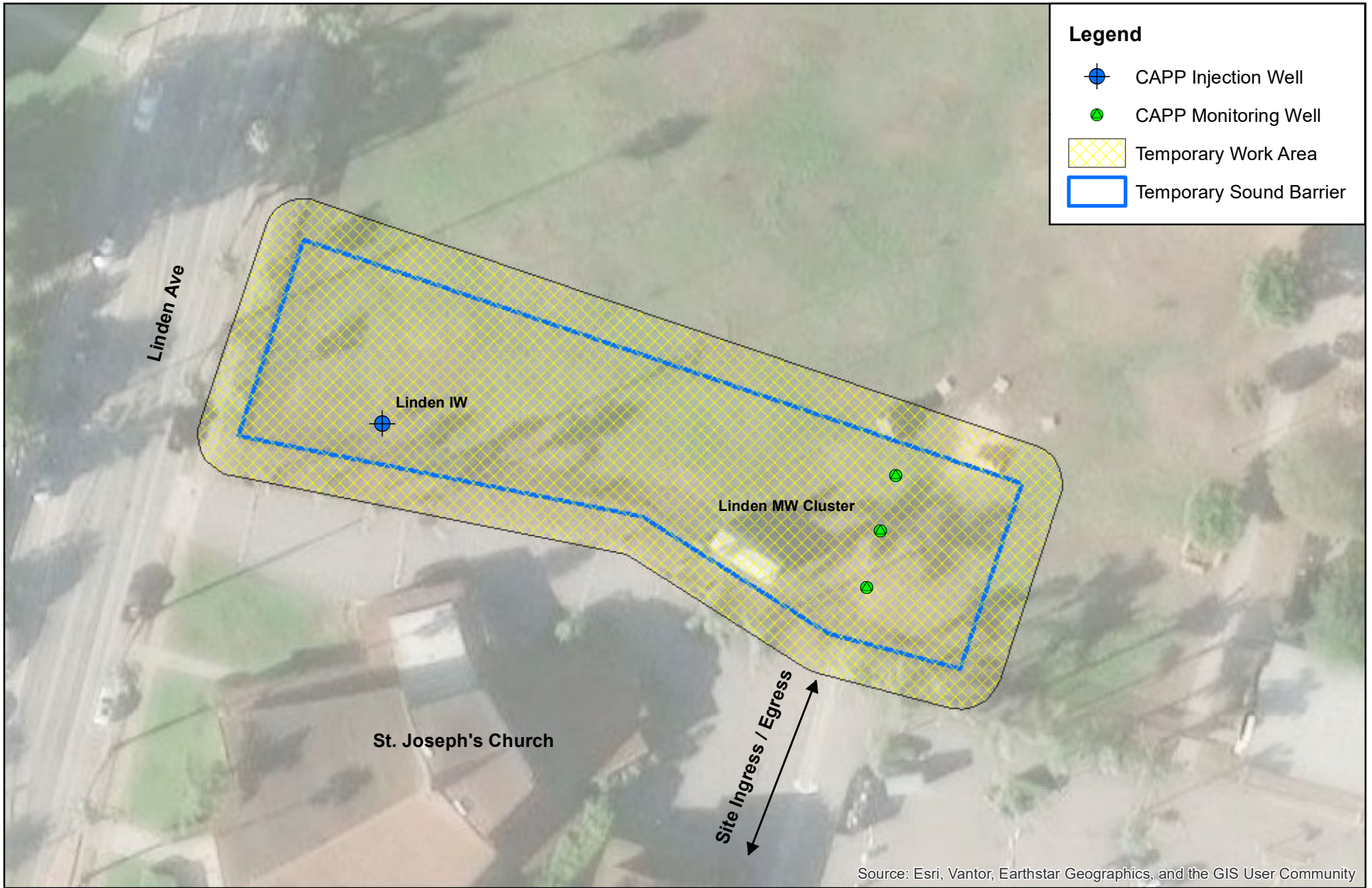
#### **PAYMENT**

Full compensation of all labor, tools, equipment, and other costs required to complete the task of Fluid and Cuttings Containment and Disposal as specified in these Specifications shall be included in the lump sum price for " Fluid and Cuttings Containment and Disposal" - Bid Item No. 33.

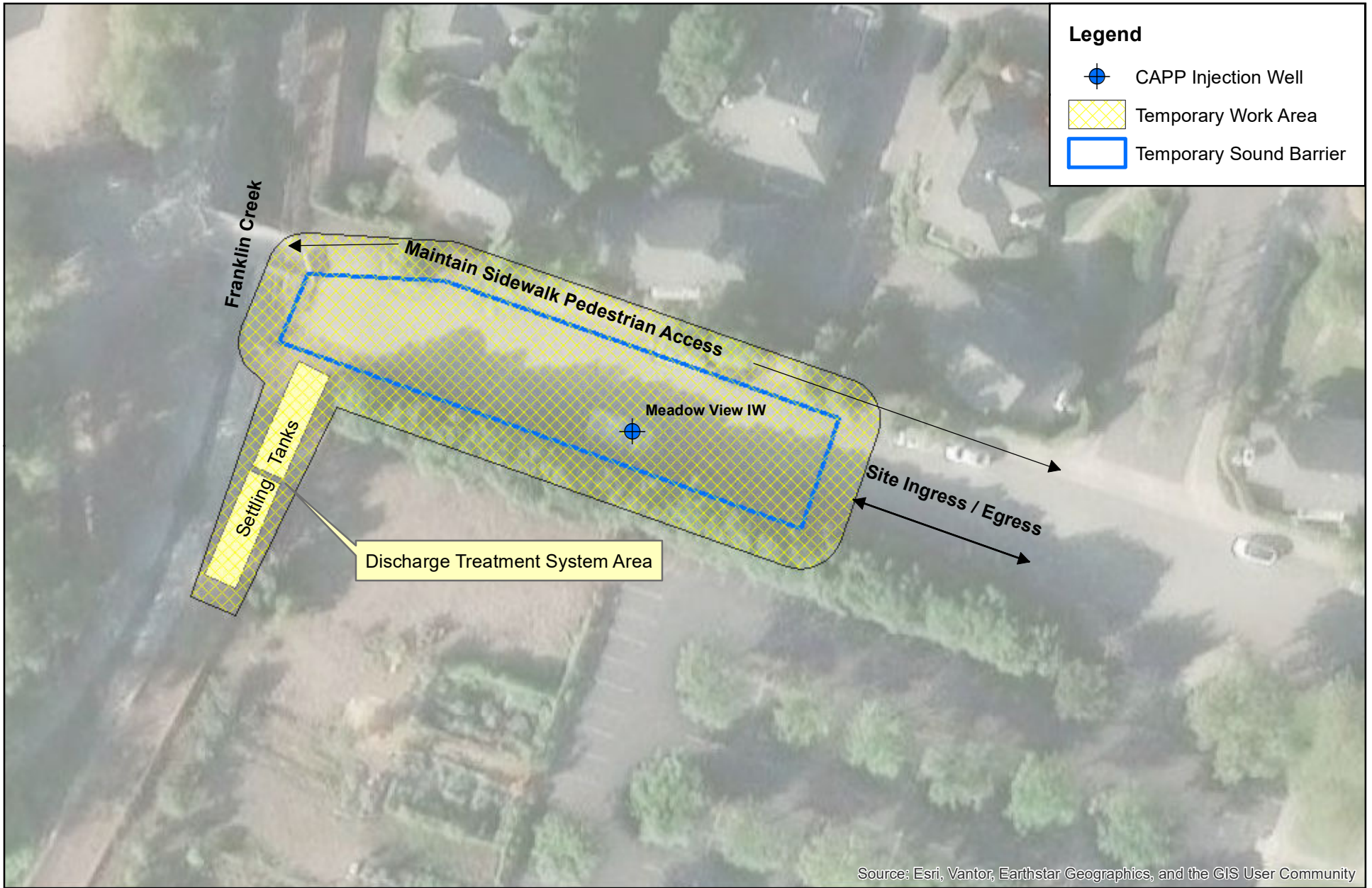
## FIGURES



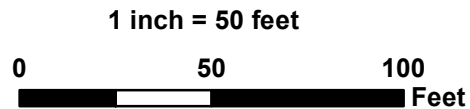
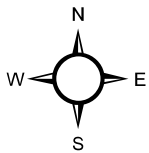
**FIGURE 1. PROJECT LOCATION MAP**  
**CAPP Injection and Monitoring Well Project**  
**Carpinteria Valley Water District**



**FIGURE 2. SITE MAP - LINDEN**  
CAPP Injection and Monitoring Well Project  
Carpinteria Valley Water District



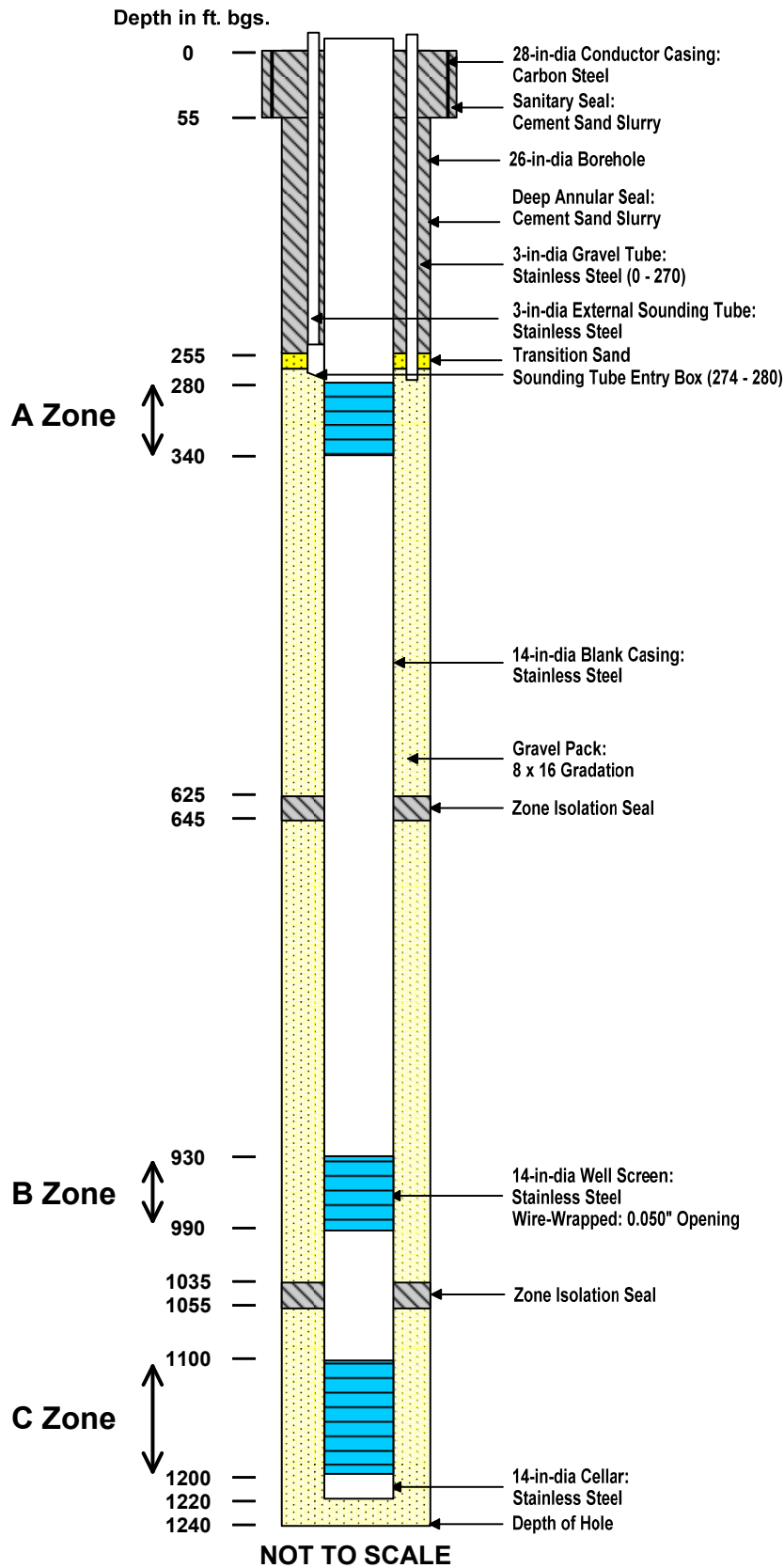
Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community



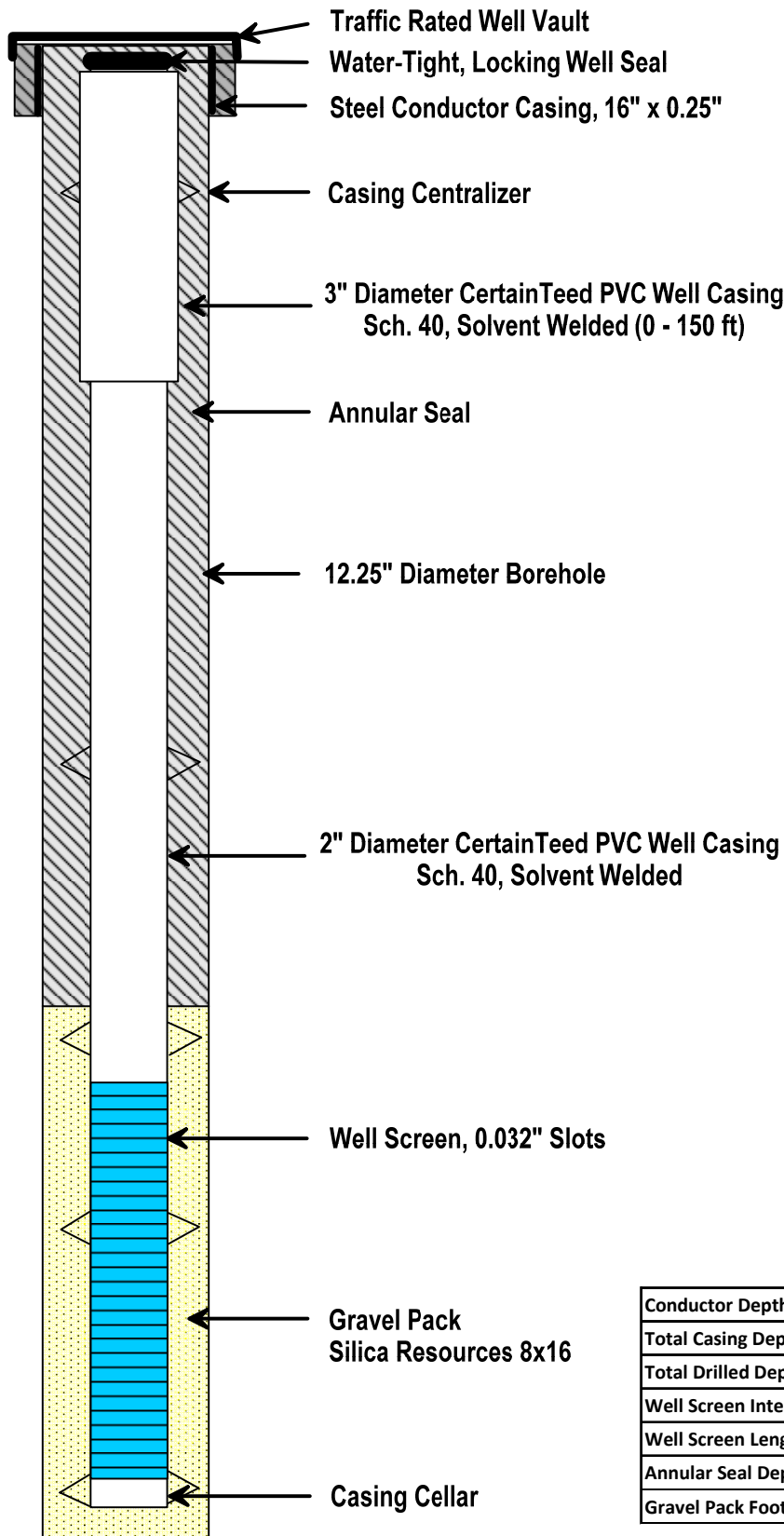
**FIGURE 3. SITE MAP - MEADOW VIEW  
CAPP Injection and Monitoring Well Project  
Carpinteria Valley Water District**



**FIGURE 4. SITE MAP - AG PARCEL**  
**CAPP Injection and Monitoring Well Project**  
**Carpinteria Valley Water District**

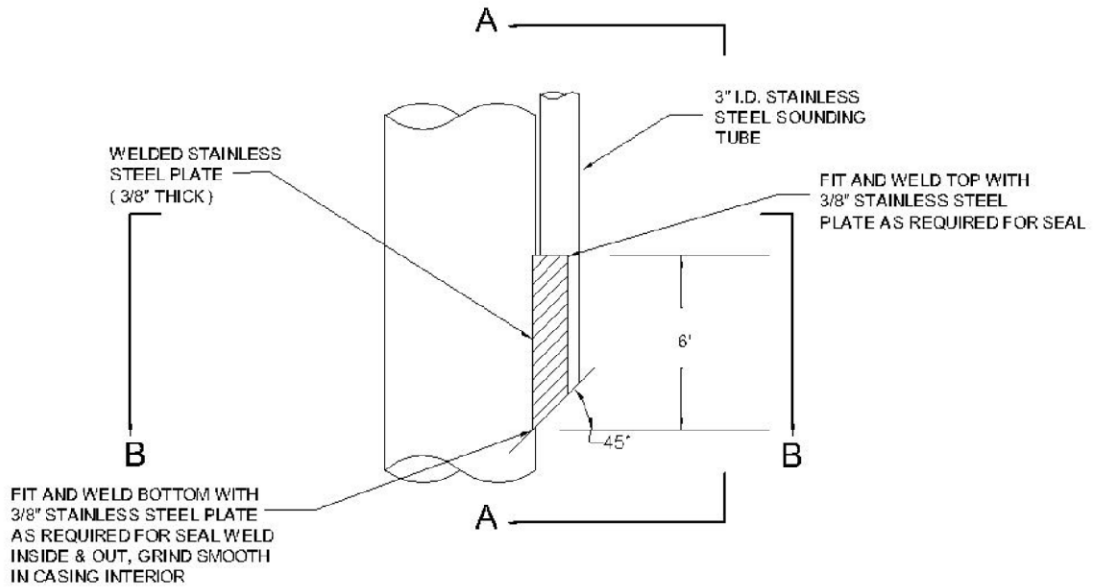


**FIGURE 5. INJECTION WELL DESIGN SCHEMATIC**  
 CAPP Injection and Monitoring Well Project  
 Carpinteria Valley Water District



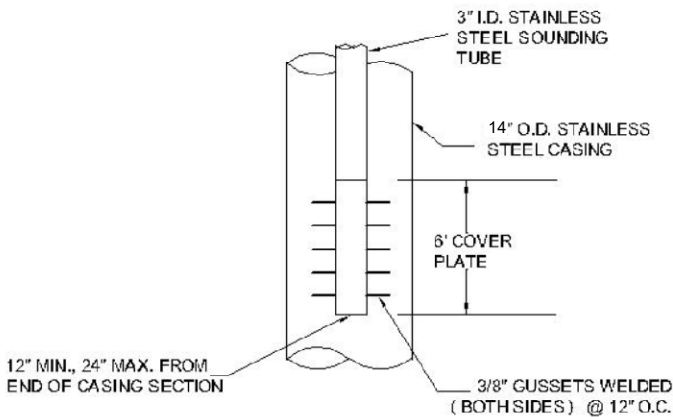
	MW-1	MW-2	MW-3
Conductor Depth	20'	20'	20'
Total Casing Depth	1200	925	360
Total Drilled Depth	1210	935	370
Well Screen Interval	1090' - 1190'	850' - 915'	285' - 350'
Well Screen Length	100	65	65
Annular Seal Depth	1040	800	235
Gravel Pack Footage	160	125	125

**FIGURE 6. MONITORING WELL DESIGN SCHEMATIC**  
 CAPP Injection and Monitoring Well Project  
 Carpinteria Valley Water District



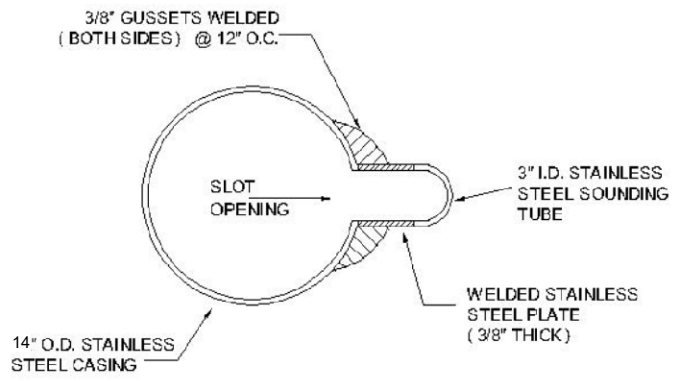
**SOUNDING TUBE DETAIL**

NOT TO SCALE



**DETAIL A**

NOT TO SCALE



**DETAIL B**

NOT TO SCALE

**FIGURE 7. EXTERNAL SOUNDING TUBE DETAILS**  
**CAPP Injection and Monitoring Well Project**  
**Carpinteria Valley Water District**