

Addendum No. 1

Invasive Mussels Decontamination Requirements

This supplement to the existing contract for sump silt cleaning services, performed using a vacuum truck is hereby entered into. The following requirements apply specifically to Invasive Mussels, including the Golden Mussel (*Limnoperna fortunei*) decontamination and the handling of water used during the Services.

1. Use of Westlands Water District (WWD) Water

If the Contractor uses any water supplied by Westlands Water District (WWD) during the performance of the Services, the Contractor shall fully discharge all water used during operations on site prior to leaving the work location each day. No WWD-sourced water may be transported off site under any circumstances.

2. Compliance With CDFW Decontamination Requirements

The Contractor shall comply with all California Department of Fish and Wildlife (CDFW) decontamination requirements applicable to invasive mussel prevention, including all requirements relating to vacuum trucks, tanks, hoses, pumps, and associated equipment.

The current CDFW Aquatic Invasive Species Decontamination Protocols are available at:

California Department of Fish & Wildlife – Aquatic Invasive Species Decontamination Protocols at <https://wildlife.ca.gov/Conservation/Invasives/Species/Golden-Mussel>

[FINAL Decontamination Protocol110222 ADA.pdf](#) (see Attachment 1)

This Addendum does not prescribe means or methods of decontamination; however, the Contractor shall ensure its procedures fully comply with the CDFW requirements in effect at the time Services are performed. As a condition of final payment, the Contractor shall submit a certification under penalty of perjury in the form attached hereto that it has complied with all required decontamination procedures set by the CDFW.

3. Contractor Responsibility

The Contractor is responsible for ensuring that all personnel understand and follow the required CDFW decontamination obligations and for maintaining records demonstrating compliance. Failure to comply shall be considered a material breach of the contract and Contractor will be responsible for all resulting costs, damages, penalties, and schedule impacts.

CERTIFICATION OF COMPLIANCE WITH CALIFORNIA DEPARTMENT OF FISH AND
WILDLIFE INVASIVE MUSSEL DECONTAMINATION PROCEDURES

_____ [the Contractor] hereby certifies under penalty of perjury under the law of the State of California that is has complied with all required decontamination procedures set by the California Department of Fish and Wildlife regarding invasive mussel decontamination and that the party who has executed this Certification has the full authority to bind the party on whose behalf it is submitted.

Executed this _____ day of _____, 20__ .

Contractor

By _____
Name

Print Name

Title