

NORTH KERN WATER STORAGE DISTRICT

Kern County, California



NOTICE TO PLANHOLDERS

Attached is Addendum No. 2 to the
Specifications No. NK-619 for
PIPELINE AND PUMP STATION PROJECT

Sign and return this notice with your Proposal.

GEI Consultants, Inc.

5001 California Ave, Suite 120,

Bakersfield, CA 93309

Tel: (661) 327-7601



Date: October 19, 2021

Firm Name _____

By _____

Title _____

Date _____

By signing the cover sheet, Contractor certifies that it has reviewed the contents of the subject addendum and that its proposal has been prepared taking into consideration the changes made by said addenda.

NORTH KERN WATER STORAGE DISTRICT

ADDENDUM NO. 2 TO THE SPECIFICATIONS NO. NK-619 for PIPELINE AND PUMP STATION PROJECT

The Specifications No. NK-619 is hereby changed and/or clarified as follows:

1. Section A, Notice Inviting Bids

- a. Section A-12 Contract Documents, page A-6. Replace the last two sentences of the second to last paragraph in their entirety with the following:
 - i. Requests for plans and specifications may be addressed to the following: Grace Martin: gemartin@geiconsultants.com. Additionally, the bid documents can also be accessed through the District's website: <https://www.northkernwsd.com/customer-service/notices/>.

2. Section B, Instructions to Bidders

- a. Section B-17.b Contents of Bid. Insert "Subcontractor Non-Collusion Affidavit (ref. Paragraph B-13)" after "6. Bidder's Non-Collusion Affidavit (ref. Paragraph B-13)"

3. The following provides a list of questions related to the project received from plan holders and the responses provided:

- Q1:** Are Prime Contractors required to purchase the plans & specifications in order to be considered an official bidder and be listed on the plan holders list?
- A1:** Contractors are not required to purchase plans & specifications in order to be considered an official bidder. Bid documents can be accessed through the District's website: <https://www.northkernwsd.com/customer-service/notices/>. If you would like to be added to the plan holders list, email Grace Martin at gemartin@geiconsultants.com. It is not required to be on the plan holders list to bid.
- Q2:** Is a plan holders list being maintained for purposes of communicating the issuance of Addenda?
- A2:** Yes, a planholders list will be maintained and all Addenda will be posted on the District's website.
- Q3:** Can you clarify who is handing RFI's for this project.
- A3:** All RFI's should be directed to Kevin Yao at kyao@geiconsultants.com.

- Q4:** Is this project funded by the USBR / Are DBE GFEs required?
- A4:** The project is not funded by a Bureau of Reclamation grant. DBE GFEs are not required.
- Q5:** Can you provide an Engineers Estimate for this project?
- A5:** The Engineer's Opinion of Probable Construction Cost is \$9,931,700.00
- Q6:** Can you provide the value of the owner/district-furnished equipment (PVC Water Main) for this project?
- A6:** The total value of the C900 DR 25 PVC pipe is \$2.8 million.
- Q7:** Do you have a list of general contractors that are planning to submit an estimate?
- A7:** Yes, a plan holders list will be included with the next Addendum.
- Q8:** The plans we received off of North Kern's website appear to lose quality when we zoom into the digital file we downloaded. Some of the charts for example are not legible when zoomed in or printed. Perhaps when the files were compresses, they lost some integrity. Is there a better quality copy we can receive?
- A8:** The 22x34 drawings are now available on the District's website at <https://www.northkernwsd.com/customer-service/notices/>
- Q9:** After reviewing the "Beginning and Completion of Work" section found in the specifications, we do not feel that the timeframe of 12-1-21 to 3-31-22 is sufficient to build this project. This is mostly due to the procurement times for contractor supplied materials (Pumps, DI fittings, 2,000' of PVC, Valves, Meters, Etc.). Will the District work with contractors on lead times for materials after award and adjust the completion time based on available materials?
- A9:** In the event there are reasonable delays due to procurement of materials, the District will in good faith work with the contractor on the schedule.
- Q10:** The Proposal section of the specification includes a "Subcontractor's Non-Collusion Affidavit". Please confirm that these can be submitted after the bid by the awarded contractor.
- A10:** The Subcontractor's Non-Collusion Affidavit is required at the time of submission of the bid.

Q11: Note 56. on sheet G-04 states that the "Contractor shall not open more than 1,000 linear feet per day unless written approval from the district." If it does not interfere with district operations, can the contractor open up more than 1,000? Are there large portions of the project where opening up more than 1,000 can take place? Additionally, if there are specific areas where the contractor will be held to the 1,000 minimum, can you please state where those locations are and the overall distances of these areas? The allowance of opening up more than 1,000 may be a considerable cost savings to the overall project. Please clarify.

A11: If the contractor plans to open trench more than 1,000 LF per day, the contractor shall notify the District and get approval prior to construction. The approval process will depend on the location.

Q12: Note 7 on sheet G-04 states "Provide temporary fencing as necessary to maintain security at all times. Is this an optional note for the contractors to procure their own security? Or are there specific areas along the project that will require temporary fencing? Please clarify.

A12: The Contractor is to provide fencing as necessary.

Q13: Note 15 on sheet G-04 states "All excess excavated soil and materials shall be promptly removed and disposed of in a proper and legal manner by the contractor. All distributed surface areas shall be shaped to facilitate drainage and avoid ponding". Per this note will spoils generated from excavations be required to be removed from the site? Or, will the contractor be allowed to evenly spread out these spoils over the pipeline alignment if shaped to facilitate drainage and avoid ponding? Please clarify.

A13: The Contractor will be allowed to spread out the spoils over the pipeline alignment with proper grading and compaction.

4. List of Attachments

- a. NK 619 Addendum 2 Specs

5. Note

Addendum 3 is expected to be issued on 10/22/2021.

SECTION A**NOTICE INVITING BIDS****NORTH KERN WATER STORAGE DISTRICT
Kern County, California****NOTICE INVITING BIDS****FOR CONSTRUCTING THE
PIPELINE AND PUMP STATION PROJECT
SPECIFICATIONS NO. NK-619****A-1 Invitation for Bids**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the NORTH KERN WATER STORAGE DISTRICT, hereinafter referred to as the District, for furnishing all labor, services, materials, tools, equipment, supplies, and facilities necessary therefore, transportation, utilities, and all other items as provided in the Contract Documents for the acceptable completion of the work described in Section A-4, together with all appurtenances thereto, in strict accordance with the Plans and Specifications on file at the office of the District.

Bids shall be made in accordance with the prevailing rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code Section 1770 et seq., and the Davis-Bacon Act, whichever is greater. Prevailing wage schedules for Kern County are available from the Department of Industrial Relations-Division of Labor Statistics & Research via the internet at www.dir.ca.gov. Copies of the prevailing rates of per diem wages are also on file at the office of the District and will be made available to any interested party on request. Davis-Bacon Act wages can be found at www.wdol.gov.

The Contractor, its Subcontractors and Suppliers will be required to comply with all applicable State and Federal requirements.

A-2 Submitting Bids and Bid Opening

Bids will be received at the offices of the District, 33380 Cawelo Extended, Bakersfield, CA 93308, until 2:00 p.m. on November 5, 2021, at which time and place the bids will be publicly opened and read aloud. Bids shall be timely submitted in sealed envelopes marked as directed in Section A-13. Facsimile bids will not be accepted.

It is the sole responsibility of the bidder to ensure that their bid is received in proper time and at the proper location and in the proper format. Facsimile bids will not be accepted. Bids received after said deadline time will be returned unopened to the bidder.

A pre-bid conference and tour will be held on October 18, 2021, at 9:00 a.m. commencing at the offices of the District, 33380 Cawelo Extended, Bakersfield, CA 93308 and then continued at the project Site.

A-3 Location of the Work

The work to be constructed hereunder is located within Kern County, in the vicinity of Bakersfield, California.

A-4 Description of Work

The description of the work is as follows:

Base Contract (Pipeline and Pump Station):

- a. Installing ~5.5 Miles of furnished C900 DR 25 PVC Water Main. See Appendix G for complete quantity list and pipe diameter furnished.
- b. Furnishing and installing ~0.5 Miles of 16-inch C900 DR 25 PVC Pipeline from Well 88-25-031 to Water Main.
- c. Furnishing and installing Water Main Butterfly Valves, Combination Air Valves, and Blow Off Valves.
- d. Installing Water Main across the Calloway and CT-1 Canal and the 9-2 Canal.
 - Construction of canal lining.
 - Demolition of existing canal concrete lining.
 - Clearing, grubbing, and stripping.
 - Furnishing and installing rip-rap.
 - Site grading and earthwork.
 - Furnishing, installing, maintaining, and removing temporary canal isolation structures.
 - Dewatering
- e. Furnishing and installing two Temporary Discharge Structures From the Water Main to the Friant Kern Canal and Install one Tie-in of the Water Main to an Existing Friant Kern Canal Discharge Structure.
- f. Furnishing and installing 11 Well Modification, Connections to the Water Main, and Discharge Structures.
- g. Construction of a 45 cfs pumping plant (4-15 cfs pumps one backup pump), including inlet and outlet structures, CAN pumps, 36-inch pump header pipeline, 30-inch diameter pump inlet pipeline, 18-inch diameter pump outlet pipeline, valves, couplings, meter, 24-inch pressure

- regulating bypass, pipe supports, pump slab, and entire site grading.
- h. Construction of concrete electrical equipment slabs.
 - i. Construction of electrical equipment building.
 - j. Furnishing and installing Site Electrical and Instrumentation.
 - k. Furnishing and installing chain-link fencing and gates.
 - l. Pumping Plant Site Grading and Earthwork and crushed rock ground cover.

See Section 10B Measurement and Payment for further breakdown and additional detail of the Description of Work.

A-5 Classification of Contractors License / Contractor Registration

A contractor submitting a proposal shall possess, at the time the contract is awarded, that classification of contractor's license required by law to enable the contractor to perform the work contemplated under the Contract Documents, as more specifically set forth in the Specifications. Contractors shall provide the District with their Contractor's license number and expiration date as provided in the proposal.

A-6 Award of Contract

Each bid shall be made on the proposal forms furnished by the District and shall be in accordance with the Contract Documents. The Proposal Bidding Schedule includes places to enter bid prices for each of the various items of work. Bidders will be required to submit prices for all the items on the bid schedule. Award of the Contract, if made by the District, will be to the qualified responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the prices in the Base Bid in accordance with California Public Contract Code Section 20103.8(a). **See Section B-17 for further particulars of the bidding and basis of award.**

Proposals will be accepted until the date and time specified in the Notice of Inviting Bids. The Contract will be awarded as soon as practicable to the lowest qualified responsible bidder that has submitted a responsive bid, price and other factors considered, provided its Bid is reasonable and is in the best interest of the District to accept.

The District reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids. Refer to Paragraph B-3 for information regarding "Responsible Bidder" and submission of a "Responsive Bid".

The successful Bidder will be notified in writing by District of the Award of Contract within 30 days after opening of Bids. Accompanying the Notice of Award will be a copy of the Contract, which successful Bidder will be required to execute properly and return to District, together with properly executed Performance Bond, Payment Bond,

Certificates of Insurance and Endorsement, and Non-Collusion Affidavits, all within 15 days after date of receipt of such Notice of Award. District will promptly determine whether such Contract, Bonds, and Certificates of Insurance and Endorsement are as required by the Specifications and, upon such determination, will forward a fully signed copy of the Contract to successful Bidder.

A-7 Site Conditions

Each bidder shall carefully examine the Plans, read the Specifications and the forms of the Contract Documents, and shall visit the site of the proposed work to fully inform himself as to all existing conditions and limitations that may affect the execution of work under the Contract, and each such bidder shall include in the prices bid the cost of all incidentals and appurtenances. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or his failure to visit the worksite and acquaint himself with conditions at the construction site, shall in no respect relieve any such bidder from any obligation imposed by his bid or by the Contract. The submittal of a bid shall be taken as prima facie evidence of compliance with all instructions contained herein. **All bidders must contact the District to coordinate site visits.**

A-8 Certified Checks and Bonds

Each bid shall be under sealed cover and must be accompanied by a Bid Guarantee in the form of either cash, a certified or cashier's check, or by a corporate surety bond on the form furnished by the District and made payable to the North Kern Water Storage District as a guaranty that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure worker's compensation insurance, liability insurance, and any other insurance required by the Contract Documents, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the Contract and for the payment of claims of all persons supplying labor and materials for the construction of the work. Should the successful bidder fail to so perform, the District shall be entitled to retain the moneys represented by said check or bond as liquidated damages on account of the delay and inconvenience occasioned to the District, it being expressly agreed and understood that the amount of said check or bond constitutes reasonable damages and that it is impracticable or extremely difficult to ascertain actual damages. Said cash, check or bidder's bond shall be in an amount not less than ten percent (10%) of the amount of the bid. The District reserves the right to reject any bond, if in the opinion of the Engineer or the District's Attorney, the Surety's acknowledgment is not legally sufficient. All sureties utilized by bidders shall be legally qualified to do business in the State of California, shall carry a current Best's Insurance Guide rating of "A" or better, Class X or better, and shall furnish such reports as to their financial condition, from time to time, as may be requested by the District, including the Financial Statement of Bonding Company furnished with the Bond. The premiums for all said bonds shall be paid by the bidder. If any surety becomes unacceptable to the District in the absolute judgment and discretion of the District, then the bidder/contractor shall promptly furnish at its own expense such additional bonds as may be required by the

District to protect the District's interests and the interests of persons supplying labor or materials in the prosecution of the work contemplated by these Contract Documents.

In the event of any conflict between the terms of the Contract Documents and the terms of the bonds, the terms of the Contract Documents shall control and the bonds shall be deemed to be amended thereby. The District shall be entitled to exercise any and all rights granted by the Contract Documents in the event of default, without control by the surety, provided that the District promptly notifies the surety at the time or before the exercise of such rights. The exercise by the District of such rights shall not affect the liability of the surety under the bonds.

Bid security of unsuccessful bidder will be returned to the bidder within sixty (60) days of the time the execution of the contract by the District and the successful bidder award of Contract is made.

A-9 Contract Retention

At the request and expense of the Contractor and pursuant to Public Contract Code section 22300, securities equivalent to any amount withheld by the District to ensure the Contractor's performance under the Contract shall be deposited with the District as substitute security, or, at the Contractor's request, with a state or federally chartered bank in California as the escrow agent. Escrow instructions shall conform to the requirements of Public Contract Code section 22300.

A-10 Wage Rates / Compliance Monitoring

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code section 1770 et seq. and the Davis-Bacon Act, whichever is greater. A copy of the prevailing wage rate schedules is on file at the office of the District and by this reference incorporated herein. The Contractor shall post a copy of said documents at each job site. The Contractor and any Subcontractor under him shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this Contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor shall furnish the records specified in Labor Code section 1776 directly to the Labor Commissions, in the manner set forth in Labor Code section 1771.4.

Contractors shall be required to post job site notices, as prescribed by regulation.

A-11 Use of Apprentices

If the project requires the employment of workers in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprenticeship standards under Labor Code Section 1777.5, and the Contractor shall otherwise comply with Section 1777.5.

A-12 Contract Documents

The Contract Documents shall consist of the Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal and Proposal Bidding Schedule, the Contractor's Licensing Statement, the Information Required of Bidders, the Agreement, the Proposal Bond, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavits, the Good Faith Efforts Check List for Disadvantage Business Enterprises, the Notice to Proceed, General Conditions, Special Conditions, the Plans and Specifications, Appendices and any change order or Addenda, setting forth any modifications or interpretations of any of said Documents, all of which documents are on file or will be on file in the office of the District, 33380 Cawelo Extended, Bakersfield, CA 93308, and which are hereby referred to and made a part of this Notice Inviting Bids.

All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer.

Questions regarding the type of work required may be addressed to the following:

Kevin Yao
GEI Consultants, Inc.
Tel. 818-552-6410
kyao@geiconsultants.com

All questions or inquiries regarding the project or the Contract Documents shall be directed solely to the person listed above. Bidders shall not contact any participants in the project regarding the project or the Contract Documents prior to the time that the bids are opened.

A full set of Plans and Specifications is available for inspection without charge at the office of the District, 33380 Cawelo Extended, Bakersfield, CA 93308. Requests for plans and specifications may be addressed to the following: Grace Martin: gemartin@geiconsultants.com. Additionally, the bid documents can also be accessed through the District's website: <https://www.northkernwsd.com/customer-service/notices/>.

District may amend any provision or part of the Specifications at any time prior to three days before closing time, provided that the closing time set forth may be extended by District at any time prior to said closing time. Such amendments, if any, will be in the form of addenda which will be issued simultaneously to all persons who have obtained a copy of the Contract Documents from the District, and are on the planholder's list.

Addenda will be emailed ONLY to all parties recorded by the Engineer as having received the Contract Documents. If you wish to receive addenda by some means other than email, please advise the Engineer immediately. Questions received less than three days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or responses will be without legal effect and are not to be relied upon by the Bidders unless they are integrated into the written Contract Documents.

A-13 Address and Marking of Proposal

The envelope enclosing the proposal shall be sealed and addressed to the North Kern Water Storage District and mailed or delivered to 33380 Cawelo Extended, Bakersfield, CA 93308. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Proposal for", followed by title of the Specifications for the work and the date and hour for opening of bids. The certified or cashier's check, money order, or bidder's bond, where applicable, shall be made payable to North Kern Water Storage District. The bid security shall be enclosed in the same envelope with the proposal.

A-14 Substitute Securities

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract. The District reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The District shall also be entitled to charge an administrative fee, as determined by District in its sole discretion, for substituting equivalent securities for retention amounts. The District's decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the District. The District shall be entitled, at any time, to request the deposit of additional securities of a value designated by District, in District's sole discretion, to satisfy this requirement. If the District does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, District shall be entitled to withhold amounts due to Contractor until securities of satisfactory value to District have been received.

Date: October 8, 2021

North Kern Water Storage District

By: s/s Ram Venkatesan
Deputy General Manager

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SECTION B**INSTRUCTIONS TO BIDDERS****B-1 Form of Proposal and Signature**

The Proposal shall be submitted only on the form attached hereto or copies thereof and shall be enclosed in a sealed envelope and marked and addressed as hereinafter directed. The bidder shall state in figures the unit prices or the specific sums, as the case may be, for which he proposes to supply the labor, materials, supplies, or machinery, and perform the work required by the Contract and other Contract Documents, including the Specifications. If the unit price and the total amount named by a bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the totals will be corrected to conform thereto.

If the Proposal is made by an individual, it shall be signed by him and his full name and address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of such firm shall be given; and if it is made by a corporation the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, the names and titles of all officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.

Proposals will be considered only from persons licensed as required under applicable provisions of the Contractors' State License Law (California Business and Professional Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto; and each bidder shall insert his license number in the place provided in the Proposal. No oral, telephonic, or telegraphic proposal or modification of a proposal will be considered.

B-2 Preparation of the Proposal

Blank spaces in the Proposal shall be properly filled. The phraseology of the Proposal must not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisos attached to a Proposal will render it informal and may cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Proposal. Alternative proposals will not be considered unless specifically provided for in the Bidding Schedule.

Proposals may be withdrawn without prejudice by written or telegraphic requests received from bidder prior to the time for opening of bids, and Proposals so withdrawn will be returned to bidders unopened when reached in the process of opening bids. No Proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified or cashier's check or bidder's bond subject to retention as liquidated damages in like manner as in the case of failure to execute the Contract after award, as in the Contract Documents herein provided.

No Proposal received after the time fixed or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and read publicly. Refer to Paragraph B-17 of the "Bid Submission and Opening Procedures" for information regarding the procedures for opening of bids. Bidders, their representatives and other interested parties are invited to be present at the opening. Where bonds are required, the bidder shall name in his Proposal the surety or sureties which have agreed to furnish said bonds.

B-3 Responsible Bidder and Responsive Bid

A "Responsive Bid" is one that materially conforms in all respects to the requirements set forth in Section A–Notice Inviting Bids and Section B–Instructions to Bidders. The District reserves the right to waive any irregularities in the Bids received.

A "Responsible Bidder" is one that has the qualifications, general competency, and resources to perform the Work covered by the Proposal. Among other matters, a Responsible Bidder is one that can demonstrate successful completion of projects involving work of scope and complexity comparable to that being installed under the Contract Documents. Bids shall identify such projects and provide the information indicated in the "Information Required of Bidder" form. District expressly reserves the right to reject any Bid if it determines that Bidder's business or technical organization, financial resources, plant and equipment to be used in performing work, or lack of successful experience in performing work of similar scope and complexity, is such that it is not in District's best interest to accept the Bid.

B-4 Brokerage of Work Not Favorably Considered

In general, the brokerage of work will not be favorably considered, and, the subletting of the entire Contract or of substantial complete units of it will be permitted only upon an adequate showing of the necessity involving some new condition not reasonably foreseen at the time of the Proposal. Additionally, subletting shall be in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100, et seq.

B-5 Equalizing Factors

Wherever applicable, equalizing elements or factors not specifically mentioned or provided for herein, such as interest during construction, cost of transportation, inspection (including salaries and travel subsistence expenses), installation and operation, or any other factor or element in addition to that of price which would affect the total cost or value to the District, will be taken into consideration in comparing bids for award of the Contract.

B-6 Servicing and Maintenance

Each bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to

be furnished and installed in the work and that the organization is conveniently located for prompt service.

B-7 Local Conditions

Before submitting a Proposal, the Bidder shall carefully examine the Plans, read the Specifications and all other Contract Documents, visit the site of the work, and fully inform himself as to all conditions and limitations, including the character of equipment and facilities needed preliminary to and during the prosecution of the work, the uncertainty of weather, site accessibility, groundwater level, and soil conditions along the line or work, and as to all other matters which can in any way affect the work to be done. Failure to do so will not release bidders from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The District makes no representation or warranty regarding the accuracy or interpretation of information derived from maps, plans, specifications, profiles, drawings, borings, or other investigations and will not be responsible for any understanding or representations concerning conditions made by any of its officers or agents, including the Engineer or his assistants, prior to the execution of the Contract. The quantities of work or material stated in the unit price items of the Bidding Schedule are given only as a basis for the comparison of bids, and the District does not represent or warrant that the actual amount of work or material will correspond therewith, but reserves the right to increase or decrease the quantity of any unit price items of the work as may be deemed necessary or expedient by the Engineer.

B-8 Execution of Contract

The District reserves the right to accept or reject bids for a period of thirty (30) calendar days after date of opening, and no bid can be withdrawn during said period. A bidder to whom award is made shall execute a written Contract with the District in the form attached hereto and obtain insurance and faithful performance and labor and material bonds of the types and character and in the amounts required in Paragraph B-9, B-10, and B-11, within ten (10) calendar days from the date of the mailing of a notice from the District to the bidder of the acceptance of his Proposal, or such additional time as may be allowed by the Engineer. If a bidder to whom award is made fails or refuses to so perform, his Bid Guarantee shall become the property of the District, as provided for in Paragraph A-8, and the award will be annulled, and in the discretion of the District, an award may be made to the bidder whose Proposal is next most acceptable to the District; and such bidder shall fulfill every requirement hereof as if he were the party to whom the first award was made.

B-9 Bonds

In conformance with Paragraph A-8 of the Notice Inviting Bids, a bidder to whom the Contract is awarded shall, within the time specified in Paragraph B-8, furnish a surety bond conditioned upon the full and faithful performance of all obligations required to be performed under the Contract and full performance and verity of all warranties and guarantees therein contained. Said bond, referred to herein as the Faithful Performance Bond, shall be in an amount equivalent to one-hundred percent (100%) of the total

amount payable under the Contract Documents. The form of the Faithful Performance Bond set forth in these Contract Documents is a mandatory form.

In conformance with Paragraph A-8 of the Notice Inviting Bids, a bidder to whom the Contract is awarded shall, within the time specified in Paragraph B-8, furnish a Payment Bond, approved by the District, in accordance with the provisions of Civil Code sections 3225-3227, inclusive, and sections 3247-5252, inclusive. Said Payment Bond shall be in the sum of not less than one-hundred percent (100%) of the total amount payable under the Contract Documents. The form of the Payment Bond set forth in these Contract Documents is a mandatory form.

Said bonds shall be of a form satisfactory to the District and shall be obtained from responsible corporate sureties acceptable to the District. All sureties utilized by bidders shall be legally qualified to do business in the State of California, shall carry a current Best's Insurance Guide rating of "A" or better, Class X or better. Said sureties shall furnish reports as to their financial condition from time to time as requested by the District. The premiums for said bonds shall be paid by the bidder.

If any surety becomes unacceptable to the District or fails to furnish reports as to its financial condition as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

In the event of any conflict between the terms of the Contract and the terms of said bonds, the terms of the Contract shall govern and said bonds shall be deemed to be amended thereby. Without limiting the foregoing, the District shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the District gives the surety notice of such default at the time or before the exercise of any such right by the District and, regardless of the terms of said bonds, the exercise of any such right by the District shall in no manner affect the liability of the surety under said bonds.

B-10 Workers' Compensation Insurance

Prior to execution of the Contract as specified under Paragraph C-23 and in conformance with Section 3700 of the California Labor Code, a bidder to whom the Contract has been awarded shall sign and file with the District the following certification: "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." In addition, before the Contract is executed on behalf of the District, a bidder to whom the Contract has been awarded shall furnish satisfactory evidence that he has secured, in the manner required by law, the payment of the workers' compensation provided for in the California Labor Code and all amendments thereto.

B-11 Public Liability and Property Damage Insurance

The Contractor shall at his own expense maintain in effect at all times during the performance of the work, comprehensive liability insurance in the amounts given below, in a form and with insurance companies acceptable to the District. Such insurance shall contain endorsements as follows: (a) including the State of California, the California Department of Water Resources, the United States, the U.S. Bureau of Reclamation, , North Kern Water Storage District, the District, the Engineer, and their respective directors, officers and agents as additional named insureds; (b) providing contractual liability coverage for the Contractor's indemnification obligations under the Contract documents; (c) providing coverage for explosion, collapse and underground hazards; (d) personal injury coverage, including injury to the Contractor's own employees; (e) providing that the insurance may not be canceled or reduced until thirty days (30) days after the District and the Engineer shall receive written notice of such cancellation or reduction; (f) providing "cross liability" or "severability of interest" coverage for all insureds, providing that the coverage afforded the additional named insureds shall not be prejudiced by any failure of the Contractor to comply with notice requirements of the policy; and (g) providing that any other insurance maintained by the District or the Engineer is excess and not contributing insurance with the insurance required herein.

Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

Commercial General Liability Insurance: This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$2,000,000. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- a. Bodily Injury and Property Damage
- b. Personal Injury and Advertising Injury
- c. Fire legal liability
- d. Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- a. Waiver of subrogation in favor of District and North Kern WSD and acceptable to District.
- b. Additional insured endorsement in favor of District and North Kern WSD and acceptable to District.
- c. Separation of insureds.

Business Automobile Insurance: This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:

- a. Bodily injury and property damage.

- b. Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- a. Waiver of subrogation in favor of District and North Kern WSD and acceptable to District.
- b. Additional insured endorsement in favor of District and North Kern WSD and acceptable to District.
- c. Separation of insureds.

Workers' Compensation and Employers' Liability Insurance: This insurance shall include coverage for, but not limited to:

- a. Contractor's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- b. Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$1,000,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- a. Waiver of subrogation in favor of and acceptable to District.

Excess Liability (if necessary): The limits of insurance required in these Contract Documents may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District and other required additional insureds specified above (if agreed to in a written contract or agreement) before the District or other additional insureds' own primary or self-insurance shall be called upon to protect it as a named insured.

The Contractor shall, within the period stated in Paragraph B-8 and as a condition precedent to execution of the Contract by the District, deliver to the District a certificate of insurance issued by the insurer reflecting the existence of the required insurance, together with signed copies of the above-specified endorsements. If required by the District, the Contractor shall also furnish a complete copy of the policy and all endorsements. The Contractor shall also disclose the amount of the deductible under its policy(ies) and if the District determines that the deductible is excessive, may require the Contractor to post a bond guaranteeing payment of any losses and defense costs within the deductible layer.

B-12 Subcontracts

Bidder shall furnish information regarding its Subcontractors in substantially the form set forth in the bid forms. If no Subcontractors are to be used, Bidder shall so state. Bidder's

attention is directed to Sections 4100 through 4113 of the California Public Contract Code for requirements and provisions relative to Subcontractors. No substitution of subcontractors by the Bidder shall be consented to or permitted except in accordance with the provisions of Public Contract Code Sections 4107 and 4107.5.

The bidder shall perform with his own organization, work equivalent to at least sixty (60) percent of the total Contract price, and no more than work equivalent to forty (40) percent of the total Contract price may be performed by subcontractors. The cost of Contractor-furnished materials installed by labor carried on the bidder's own payroll may be included in the above required sixty (60) percent.

In conformance with the provisions of Section 4104 of the Public Contract Code of the State of California, each bidder shall set forth in his or her Proposal on the form provided therefor:

- a. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the Contractor's total bid; and
- b. The portion of the work which will be done by each such subcontractor and a description of the nature of such work.

B-13 Non-Collusion Affidavits

In accordance with the provisions of Section 7106 of the Public Contract Code, each bidder shall execute and submit with their bid a Non-Collusion Affidavit in the form attached hereto. Additionally, the principal contractor shall secure from each proposed subcontractor a Non-Collusion Affidavit in the form also attached hereto.

B-14 Bidder's Bond

Each proposal must be accompanied by a certified or cashier's check drawn on a responsible bank or a bidder's bond made by a responsible corporate surety, payable to the North Kern Water Storage District, as a guarantee that if the bid is accepted, the bidder will, within the time specified in the Instructions to Bidders, enter into a written contract in the form hereinafter set forth and obtain insurance and faithful performance and labor and material payment bonds of the types and character, and in the amounts as required in said Instructions to Bidders. Said check or bid bond shall be for a sum not less than ten percent (10%) of the aggregate sum of the proposal. Checks will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder as soon as he has executed the contract and obtained the required insurance and bonds, provided he so performs in the manner and within the time stated in the Instruction to Bidders. Should the successful bidder fail to so perform, the

District shall be entitled to retain the moneys represented by said check or bond as liquidated damages on account of the delay and inconvenience occasioned to the District, it being expressly agreed and understood that the amount of said check or bond constitutes reasonable damages and that it is impracticable or extremely difficult to ascertain actual damages. There is enclosed following the Proposal for these Specifications a form of Bidder's Bond, and all Bidders submitting bonds as bid guarantees are required to make use of this form and to submit the complete form with submitted proposals.

B-15 Good Faith Efforts Checklist for Disadvantaged Business Enterprises

Each Bidder must complete and include as part of their proposal the Good Faith Efforts Checklist for Disadvantaged Business Enterprises (DBE)) to ensure that certified DBEs have the opportunity to compete for procurements funded by USBR financial assistance funds. Bidders must make good faith efforts prior to submission of bids/proposals.

B-16 Construction Schedule

Preliminary Construction Schedule - The Contractor shall submit with his Bid a preliminary construction schedule for the District's review, which includes important milestones. **For purposes of preparing said Construction Schedule, Contractors should assume the Notice to Proceed will be issued on December 1, 2021.** The Preliminary Construction Schedule shall be in sufficient detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated starting and completion dates of various activities including shop drawing submittal and approval, mobilization of equipment and resources, procurement of materials, construction of components of project, and completion of closeout of project. The schedule shall be prepared in Critical Path Method (CPM) format.

The CPM schedule shall include at a minimum the following: (1) identification of the basic tasks or activities that must be performed to complete the project; (2) estimation of the duration of the specific activities; and (3) a determination of the logical flow of the work, which includes a determination of which activities must be completed before the subsequent ones can commence.

The Preliminary Construction Schedule shall reflect completion of all work under the Contract within the specified times and in accordance with the Contract Documents, including the Specifications. The Preliminary Construction Schedule will be used by the District in determining award of the Contract.

Post-Bid Pre-Award Schedule - As a condition of award during the period after the opening of bids and prior to actual award of the Contract by the District, the apparent low bidder shall submit a Construction Schedule as set forth in this section. The Construction Schedule shall indicate the time of starting and completion of each major structure or phase of the Work and such intermediate phases as will serve for well-defined chronological order on the Construction Schedule. The schedule shall also indicate the

anticipated date of receipt of major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project. The Construction Schedule shall be prepared in Critical Path Method format. Four (4) copies of the schedule shall be submitted.

Within five (5) calendar days after bid date, the apparent low bidder shall designate in writing an authorized representative who will be responsible for the preparation of the post-bid pre-award Construction Schedule as set forth in this Section.

The apparent low bidder's representative shall have the authority to fulfill the requirements of preparing the schedule in a professional and acceptable manner demonstrating competence in use of the Construction Schedule, including scheduling experience on project of similar value and complexity.

B-17 Bid Submission and Opening Procedures

The Proposal Bidding Schedule includes a Base Bid and the lowest bid will be determined based on the submission of a responsive bid from a responsible bidder (refer to Section B-3). Accordingly, the following procedures will be followed:

- a. **Bid Envelopes:** Bids must be submitted in a labeled envelope plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Proposal for", followed by the title of the Contract Documents for this work and the date and hour for opening bids.
- b. **Contents of Bid:** Bidders shall complete and submit all documents noted as "REQUIRED" listed below for bids to be considered responsive. Bid proposal shall be organized and submitted as follows:

REQUIRED

1. Bidder's Proposal
2. Proposal Bidding Schedule
3. Information Required of Bidder Form
4. Good-Faith Efforts Checklist
5. Preliminary Construction Schedule (ref. Paragraph B-16)
6. Bidder's Non-Collusion Affidavit (ref. Paragraph B-13)
7. Subcontractor Non-Collusion Affidavit (ref. Paragraph B-13)
8. All Issued Addenda (signed front-covers only)
9. Bid Security (in the form of a certified or cashier's check or bidder's bond) (ref. Paragraph B-14)
10. Proof that contractor and subcontractors are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

- c. **Delivery of Bid:** It is the bidder's responsibility to make sure that their bid is submitted within the specified time. Late bids will not be accepted regardless of postmark and will be returned unopened to the bidder.
1. Hand Delivery – Bid shall be sealed and submitted prior to the time and place established for receiving bids.
 2. Mail or Courier Delivery – Bid shall be sealed and inserted into another envelope or packaging exhibiting all information as required for delivery of the envelope or package to the place established for receiving bids. Bidders submitting Bid Packages via mail or courier delivery are strongly encouraged to notify the District in advance that a bid is being delivered in this manner.
- d. **Opening of Bids:** The Bid Opening will be held at the place and time stated in Paragraph A-2. The envelope containing the "Bid" as described in Section B-17b will be publicly opened at the prescribed time and the amount of the Base Bid will be read aloud. This will continue until all bids are announced. A bid tabulation will be prepared during the Bid Opening which lists the Base Bid amounts and the corresponding name of the bidders. At the request of the bidders, the District will transmit a bid tabulation of all bids, to include bidder name and the corresponding Base Bid amount.
3. **Announcement of Bid Ranking and Bidders:** The announcement of bid ranking and bidders will be completed after the public bid opening and evaluation of bids.

****END OF SECTION****