

NORTH KERN WATER STORAGE DISTRICT



Kern County, California

CONTRACT DOCUMENTS

SPECIFICATIONS NO. NK 622-623

2018 AND 2020 RETURN CAPACITY PROJECT

ISSUED FOR BID

GEI CONSULTANTS, INC.
5001 California Avenue, Suite 120
Bakersfield, CA 93309

February 2024

A voluntary pre-bid conference will be held on
Friday, February 16, 2024, at 10:00 AM
at the District's office.

Bids will be received at North Kern Water Storage District,
33380 Cawelo Ave, Bakersfield, CA 93308,
until 2:00 PM Thursday, March 7, 2024

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Kern County, California



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SPECIFICATIONS NO. NK 622-623

2018 AND 2020 RETURN CAPACITY PROJECT

Contract Documents were prepared by or under the direction of the following registered person(s):



2/5/2024

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NORTH KERN WATER STORAGE DISTRICT



Kern County, California

OFFICE LOCATION AND MAILING ADDRESS

33380 Cawelo Avenue

Bakersfield, CA 93308

Telephone: (661) 393-2696

Email: nkwsd@northkernwsd.com

BOARD OF DIRECTORS

Carole Fornoff – Secretary/Treasurer

Joel Ackerknecht – Vice President

Kristen Camarena

Kevin S. Andrew – President

Winn C. Glende

GENERAL MANAGER

David Hampton

DEPUTY GENERAL MANAGER

Ram Venkatesan

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SECTION A
NOTICE INVITING BIDS
NORTH KERN WATER STORAGE DISTRICT
Kern County, California
FOR CONSTRUCTING THE
2018 AND 2020 RETURN CAPACITY PROJECT
SPECIFICATIONS NO. NK 622-623

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.dol.gov.

The Contractor, its Subcontractors and Suppliers will be required to comply with all applicable State and Federal requirements, including, without limitation, those specifically identified in any Grant Agreement. This Project is being funded in part by Federal grants administered by the Bureau of Reclamation (Reclamation) WaterSMART Drought Response Program.

A-2 Submitting Bids and Bid Opening

Bids will be received at the offices of the District, 33380 Cawelo Avenue, Bakersfield, CA 93308, until 2:00 p.m. on March 7, 2024 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 and electronic 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 voluntary pre-bid conference will be held on February 16, 2024, at 10:00 a.m. at the offices of the District, 33380 Cawelo Avenue, Bakersfield, CA 93308.

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:

1. Furnish and install approximately 2 ½ miles of C900 PVC watermain connecting 7 wells to the Friant Kern Canal at the NKWSD 88-05, 88-25 and 88-29 Canals.
2. Installing modifications to 7 wells connect to the PVC water main and modifying their current discharge pipes into the NKWSD canals.
3. Furnish and Install 3 permanent discharge structures connecting the new PVC water mains to the Friant Kern Canal.

The work is described in the Technical Specifications and individual sets of plans for the 2018 and 2020 Return Capacity Project.

A-5 Classification of Contractors License / Contractor Registration

Pursuant to Public Contract Code section 6100(b), any contractor, subcontractor, and/or specialty contractor, as defined under Business and Professions Code section 7026, 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.

No contractor or subcontractor may bid or be listed on a bid proposal 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 the contract for the Project or engage in Work on the Project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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 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 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 Agreement, 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 10 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 may 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.

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 five percent (5%) 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 Disadvantaged Business Enterprises, the Notice to Proceed, General Conditions, Special Conditions, Specifications, Plans, Appendices and any Change Order or Addenda, setting forth any modifications or interpretations of any of said documents, and Grant Agreement, all of which documents are on file or will be on file in the office of the District, 33380 Cawelo Avenue, 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 or questions regarding the type of work required may be addressed to the following::

Grace Martin
GEI Consultants, Inc.
(661) 716-3010
gemartin@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.

Portable Document Format (PDF) Contract Documents will be made available to Bidders either by email or link. No paper (hard) copies of Contract Documents will be provided to Bidders. Requests for electronic Contract Documents may be requested from Grace Martin, GEI Consultants, Inc. at gemartin@geiconsultants.com. Request must include company name, requesting person's name, requesting person's physical address, requesting person's email address, and requesting person's phone number. Addenda will only be distributed to requesting person.

The 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 after February 29 at 5:00 p.m. 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 Avenue, 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: February 5, 2024 North Kern Water Storage District

By: s/s Ram Venkatesan
Deputy General Manager

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NOTICE INVITING BIDS (PUBLISHED VERSION)**NORTH KERN WATER STORAGE DISTRICT
Kern County, California****FOR CONSTRUCTING THE****2018 AND 2020 RETURN CAPACITY PROJECT****SPECIFICATIONS NO. NK 622-623**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the NORTH KERN WATER STORAGE DISTRICT (hereinafter “District”) until 2:00 p.m. on March 7, 2024, for construction of the 2018 and 2020 Return Capacity Project, located within Kern County and in the vicinity of the City of Bakersfield. Bids will be received at the offices of the District, 33380 Cawelo Avenue, Bakersfield, CA 93308, until the stated time and date, at which time and place the bids will be publicly opened and read aloud. If a contract is awarded, it will be awarded to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of prices in the Bid. The bidding requirements and the work are fully described in the Plans and Specifications, referred to as Specifications No. NK-622-623. Portable Document Format (PDF) of Contract Documents are being made available to Bidders either by email or a download link. No paper (hard) copies of Contract Documents will be provided to Bidders. Requests for electronic Contract Documents may be requested from Grace Martin, GEI Consultants, Inc. at gemartin@geiconsultants.com. Request must include company name, requesting person’s name, requesting person’s physical address, requesting person’s email address, and requesting person’s phone number. Addenda will only be distributed to requesting person.

A voluntary pre-bid conference will be held on February 16, 2024 at 10:00 a.m. commencing at the offices of the District, 33380 Cawelo Avenue, Bakersfield, CA 93308.

While the work is more fully described and detailed in the Plans and Specifications, it includes the following:

1. Furnish and install approximately 2 ½ miles of C900 PVC water main connecting 7 wells to the Friant Kern Canal at the NKWSD 88-05, 88-25 and 88-29 Canals.
2. Installing modifications to 7 wells connected to the PVC water main and modifying their current discharge pipes into the NKWSD canals.
3. Furnish and Install 3 permanent discharge structures connecting the new PVC water mains to the Friant Kern Canal.

The work is described in the Technical Specifications and individual sets of plans for the 2018 and 2020 Return Capacity Project. The work must be completed during the period identified in the Specifications.

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.

It is the District's intent that "plans," as used in Public Contract Code Section 3300, are defined as the construction contract documents, which include both the drawings and the specifications.

This published notice does NOT reproduce all of the bidding requirements; accordingly, the above-referenced Plans and Specifications are hereby referred to and made a part of this Notice Inviting Bids. An acceptable bid can only be prepared by reading and following all of the instructions that are found in the Specifications, which includes Sections A and B thereof.

Each Bidder is required to sign a Noncollusion Affidavit and submit it with his bid.

The successful Bidder is required to furnish a Payment Bond in an amount of 100% of the contract and a Faithful Performance Bond in an amount of 100% of the contract; the bonds to be secured by a surety company or surety companies satisfactory to the District.

Bids shall be based on the payment of not less than the prevailing rate of wages for this locality and project as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1770 et seq. and as provided in the Davis-Bacon Act, whichever is greater. Copies of the prevailing rates of per diem wages are on file at the office of the District and will be made available to any interested party on request. Prevailing wage schedules for Kern County are also available from the Department of Industrial Relations-Division of Labor Statistics & Research via the internet at www.dir.ca.gov. Copies of Davis-Bacon Act wages can be found at www.dol.gov.

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.

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract.

All questions about the meaning or intent of the Contract Documents or questions regarding the type of work required may be addressed to the following:

Grace Martin
GEI Consultants, Inc.
(661) 716-3010
[gemartin@geiconsultants.com](mailto:g martin@geiconsultants.com)

This Project is being funded in part by Federal grants administered by the Bureau of Reclamation (Reclamation) WaterSMART Drought Response Program. The Contractor, its Subcontractors and Suppliers will be required to comply with all applicable State and Federal requirements, including, without limitation, those specifically identified in any Grant Agreement.

Date: February 5, 2024

North Kern Water Storage District

By: s/s Ram Venkatesan
Deputy General Manager

****END OF SECTION****

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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 and submitted to the District by (1) an individual – the Proposal shall be signed by him and his full name and address shall be given; (2) a partnership - the Proposal shall be signed by a general partner of the partnership with the authority to act as an agent on behalf of the partnership and include the partnership name, the name of the general partner executing the Proposal, and provide the name and address of each member of the partnership; (3) a corporation - the Proposal shall be submitted in the name of the corporation, signed by its duly authorized officer or officers, attested by the corporate seal (optional, include the names and titles of all officers of the corporation, and include the address of the corporation and the state of incorporation; and (4) limited liability company - the Proposal shall be submitted in the name of the limited liability company, signed by an authorized agent of the limited liability company (if member- managed, by a member of the limited liability company authorized to act as an agent thereof; if manager-managed, by a manager of the limited liability company authorized to act as an agent thereof), and include the name and address of the limited liability company, as well as the name of the managers of the limited liability company if manager managed. Proposals will be considered only from a Contractor(s) and/or Subcontractor(s) that is/are 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. Each bidder shall insert his license number in the place provided in the Proposal. All Contractors and/or Subcontractors submitting or included on a Proposal shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and include said registration 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.

This Project is being funded in part by Federal grants administered by the Bureau of Reclamation (Reclamation) WaterSMART Drought Response Program (see Appendix).

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 \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. 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 \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 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 (½) 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 five percent (5%) 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 seven (7) days after completed documents per the Notice of Award are received.** 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.

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 Check List for Disadvantaged Business Enterprises
 5. Preliminary Construction Schedule (ref. Paragraph B-16)
 6. Bidder’s Non-Collusion Affidavit (ref. Paragraph B-13)
 7. All Issued Addenda (signed front-covers only)
 8. Bid Security (in the form of a certified or cashier’s check or bidder’s bond) (ref. Paragraph B-14)
 9. Proof that contractor and subcontractors are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Listing the DIR number on the Information Required of Bidder Form is considered sufficient proof.
 10. Proof that the Contractor(s) and/or Subcontractor(s) is/are licensed as required under applicable provisions of the Contractors' State License law (see California Business and Professional Code section 7000 et seq.), and as required under all rules and regulations adopted, applicable, and/or relevant with respect thereto. Listing the License number on the Information Required of Bidder Form is considered sufficient proof.
- 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****

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PROPOSAL
NORTH KERN WATER STORAGE DISTRICT
Kern County, California
FOR CONSTRUCTING THE
2018 AND 2020 RETURN CAPACITY PROJECT
SPECIFICATIONS NO. NK 622-623

Proposals received until 2:00 p.m. on March 7, 2024

**To the Board of Directors,
North Kern Water Storage District
33380 Cawelo Avenue
Bakersfield, CA 93308**

The undersigned hereby declares that the only persons or parties interested in this Proposal as principals are those named herein; that no director or officer of the District is in any manner interested, directly or indirectly, in this Proposal or in the profits to be derived from the Contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Notice Inviting Bids and the Instructions to Bidders hereto attached, and agrees to all the provisions thereof; that the undersigned has examined the site of the Work, the form of the Agreement approved by the District, and the Plans and Specifications and other Contract Documents therein referred to, the District's Grant Agreement between the District and the California Department of Water Resources and the U.S. Bureau of Reclamation, and proposes and agrees that if this bid as submitted in the attached Proposal Bidding Schedule be accepted, he will contract in the form so approved to perform all the work mentioned and as provided in said approved form of the Agreement and the Plans and Specifications and other Contract Documents and to complete the same within the time stipulated therein; and that he will accept in full payment therefor the prices named in said Proposal Bidding Schedule. Said prices are to include and cover the furnishing of all materials except as otherwise provided in the Specifications or other Contract Documents, the performing of all labor requisite or proper, and the providing of all necessary machinery, tools, apparatus, and other means of construction, and the performance and completion of all the Work in the manner set forth, described, and shown in the Contract Documents including the Plans and Specifications, for the work and in the form of the Agreement. The undersigned has checked carefully all words and figures inserted in said Proposal Bidding Schedule and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this Proposal.

The undersigned hereby agrees to execute the Agreement and furnish the required bonds and insurance within ten (10) days from the date of notice of acceptance of this Proposal, or within such additional time as may be allowed by the Engineer. A certified or cashier's check or a bidder's bond made payable to the North Kern Water Storage District in the amount of

\$ _____, said amount to be not less than five percent (5%) of the amount of the proposal, is attached hereto as a guarantee that the undersigned will so perform. It is understood and agreed by the undersigned that if he does not so perform, the District shall be entitled to retain the moneys represented by said check or bond.

The bidder further declares that the surety or sureties named in the spaces provided below have agreed to furnish bonds in the form and aggregate amounts set forth in Paragraph B-9 of the Instructions to Bidders, in the event Contract is awarded on the basis of this Proposal.

The bidder further declares under penalty of perjury, in accordance with Business and Professions Code Section 7028.15(e), that the statements contained herein are true and correct.

Dated _____, 20__

Bidder

Bidder's post office address:

By:

Title

(CORPORATE SEAL)

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PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS

That we, _____ as Principal(s) (hereinafter called the Principal), and the _____ as Surety (hereinafter called the Surety), are held and firmly bound unto NORTH KERN WATER STORAGE DISTRICT (hereinafter called the Oblige) in the penal sum of five percent (5%) of the amount of accompanying bid (_____ dollars) for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting herewith a bid, or proposal for Specifications No. NK 622-623 for the 2018 and 2020 Return Capacity Project.

NOW, THEREFORE, if the bid or proposal is not withdrawn within thirty (30) days after the date set for the opening of bids, and notwithstanding the award of the Contract to another bidder, if the bid or proposal of said Principal shall be accepted, and the Contract for such work be awarded to the Principal thereupon by the said Oblige, and said Principal shall within the period specified in the Contract Documents enter into a written Contract and obtain insurance and faithful performance and labor and material bonds of the type and character and in the amount as may be specified, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

In witness whereof, we hereunto set our hands and seals this _____ day of _____, 20__.

(Principal)

By _____

(Surety)

By _____

NOTE: This bond must be acknowledged before a Notary Public, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

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PROPOSAL BIDDING SCHEDULE
2018 AND 2020 RETURN CAPACITY PROJECT
SPECIFICATIONS NO. NK 622-623

The following Proposal consist of separate Bid Schedules for the NK-622 2018 Return Capacity Project and the NK-623 Return Capacity Project. The schedules list the items necessary to complete the Work. Bidder shall complete each schedule including the unit and total price of each item, including applicable sales and other taxes. The Total Bid Amount will be the sum of both bid schedules. If the total cost of any item or the total Base Bid is inconsistent with the unit cost, the unit cost shall prevail. Payment of each item will be based on the Plans and are to be considered as “final pay quantity for each item”, unless the dimensions of the portion of the work shown on the Plans are revised by the Engineer, or unless the portion of the work is eliminated. If the dimensions of the specific portion of the work are revised, and the revisions result in an increase or decrease in the estimated quantity of the portion of the work, the final quantity for payment will be revised in the amount represented by the changes in the dimensions. If a specific portion of the work is eliminated, the final pay quantity designated for that specific portion of the work will be eliminated. All costs for completing the Work described in the Contract Documents shall be included in the bid items listed below. Contractor shall include all costs to accomplish the project including (but not limited to): mobilization/demobilization, develop water supply, materials, equipment, labor, overhead, profit, taxes, delivery charges, permits etc.

Bid Schedule A – NK-622, 2018 Return Capacity Project

| Item No | Description | Quantity | Unit | Unit Price | Total |
|--|--|-----------------|-------------|-------------------|--------------|
| Schedule A: General Items | | | | | |
| A1 | Mobilization and Demobilization | 1 | LS | | |
| A2 | Environmental Compliance | 1 | LS | | |
| A3 | Traffic Control | 1 | LS | | |
| A4 | Clearing and Grubbing | 1 | LS | | |
| A5 | Site Restoration | 1 | LS | | |
| A6 | Salvage and Deliver Existing Well 88-25-013 Well Discharge Materials | 1 | LS | | |
| A7 | Furnish and Install 24" Diameter C900 DR-25 PVC Water Main | 2340 | LF | | |
| A8 | Furnish and Install 30" Diameter C900 DR-25 PVC Water Main | 2740 | LF | | |
| A9 | Furnish and Install 36" Diameter C900 DR-25 PVC Water Main | 320 | LF | | |
| A10 | Furnish and Install Well 88-25-005 Connection to Water Main | 1 | LS | | |
| A11 | Furnish and Install Well 88-25-010 Connection to Water Main | 1 | LS | | |
| A12 | Furnish and Install Well 88-25-013 Connection to Water Main | 1 | LS | | |
| A13 | Furnish and install 36" Discharge Structure | 1 | EA | | |
| Bid Schedule A (Items A1 to A13) Total Lump Sum Price | | | | | |

Bid Schedule B – NK-623, 2020 Return Capacity Project

| Item No | Description | Quantity | Unit | Unit Price | Total |
|--|---|----------|------|------------|-------|
| Schedule B: General Items | | | | | |
| B1 | Mobilization and Demobilization | 1 | LS | | |
| B2 | Environmental Compliance | 1 | LS | | |
| B3 | Traffic Control | 1 | LS | | |
| B4 | Clearing and Grubbing | 1 | LS | | |
| B5 | Site Restoration | 1 | LS | | |
| B6 | Furnish and Install 18" Diameter C900 DR-25 PVC Water Main | 4800 | LF | | |
| B7 | Furnish and Install 24" Diameter C900 DR-25 PVC Water Main | 2620 | LF | | |
| B8 | Furnish and Install 36" Diameter C900 DR-25 PVC Water Main | 560 | LF | | |
| B9 | Furnish and Install Well 88-00-098 Connection to Water Main | 1 | LS | | |
| B10 | Furnish and Install Well 88-29-015 Connection to Water Main | 1 | LS | | |
| B11 | Furnish and Install Well 88-05-003 Connection to Water Main | 1 | LS | | |
| B12 | Furnish and Install Well 88-05-011 Connection to Water Main | 1 | LS | | |
| B13 | Furnish and install 36" Discharge Structure | 1 | EA | | |
| B14 | Furnish and install 24" Discharge Structure | 1 | EA | | |
| Bid Schedule B (Items B1 to B14) Total Lump Sum Price | | | | | |

| | |
|---|--|
| Bid Schedule A (Items A1 to A13) Total Lump Sum Price | |
| Bid Schedule B (Items B1 to B14) Total Lump Sum Price | |
| Bid Schedule A plus B Total Lump Sum Price | |

TOTAL AMOUNT FOR BID

SCHEDULE A PLUS B CONTRACT

(Item No. A1 through Item No. A13 and Item No. B1 through Item No. B14)

TOTAL PRICE \$ _____

Bid Submitted by:

Contractor _____

Date _____

MEASUREMENT AND PAYMENT**2018 AND 2020 RETURN CAPACITY PROJECT
SPECIFICATIONS NO. NK 622-623**

Payment for the various items of the Proposal Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety, and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Proposal Bid Schedule, but which is necessary for the complete construction of the Work and all costs therefore shall be included in the prices named in the Proposal Bid Schedules for the various appurtenant items of work.

BID SCHEDULE A – NK-622**Bid Item No. A1: Mobilization and Demobilization**

- a. **Description:** Mobilization and Demobilization shall include all activities and costs for transportation of personnel, equipment, and operating supplies to and from the site; establishment of portable sanitary and refuse facilities; obtaining an adequate source of fresh water; location, provision and installation of field offices & equipment/materials, storage yards excavation equipment, buildings, site security, potholing and utility coordination and other necessary facilities for the Contractor's operations at the site; insurances, premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not included in the contract from the site; including the disassembly, removal and site cleanup, of offices, equipment, buildings, restoration of facilities, roads, fences, facilities etc. modified or disturbed during the course of the project and other facilities assembled on the site for this contract, Provisions for contract closeout, including cleaning, final site clean-up, waste disposal, touch up and repair, final equipment check, providing Record Drawings and providing warranties

The site is not fenced, the Contractor will be responsible to provide their own security for equipment, materials, fuel, tools, etc. that they may have on site.

The Contractor shall provide all necessary equipment & materials; all tools, accessories, power, fuel, materials, supplies, lighting, water, and other support equipment; and experienced personnel necessary to execute the Work in an orderly and efficient manner.

- b. **Measurement and Payment** - The Final Pay Lump Sum Price paid for Mobilization and Demobilization shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, and incidentals and for doing all other work and operations which must be performed or costs incurred to complete the mobilization effort and items to complete the project that are not covered under any other line item – including, but not limited to, premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable.

Bid Item No. A2: Environmental Compliance

- a. **Description:** The Contractor shall comply with all local, state and federal requirements for Storm Water Pollution Prevention, site dust control, and other items identified in the General and Special Conditions. Contractor shall install, construct, maintain all necessary measures to comply with and keep the necessary records in accordance with the requirements of the applicable agencies.
- b. **Measurement and Payment** - The Final Pay Lump Sum Price paid for Environmental Compliance measures shall include full compensation for furnishing all permits, fees, labor, materials, tools, equipment and incidentals and for doing all work involved in PM-10, SWPPP, etc. compliance.

Bid Item No. A3: Traffic Control:

- a. **Description:** This item shall include providing all labor, materials, transportation, supplies, tools, equipment, and incidentals required to provide traffic control for safety and proper construction of the work within the Specifications and Plans. This item shall include all necessary coordination with the District, Landowners, utility companies, and Kern County and complying with their requirements.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for Traffic Control shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, incidentals and for all other work and operations which must be performed, or costs incurred prior to beginning during and after the completion of the work on this contract item and no additional allowance shall be made, therefore.

Bid Item No. A4: Clearing and Grubbing

- a. **Description:** The Contractor shall clear and grub the entire area enclosed by the project fee parcels and temporary and permanent easements, which includes demolition, disposal, hauling, clearing, grubbing, and stripping as required to install and/or remove and dispose of all items as necessary to complete the Work.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for Clearing and Grubbing shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, and incidentals and for doing all other work and operations which must be performed, or costs incurred to complete this task and no additional allowance shall be made, therefore.

Bid Item No. A5: Site Restoration

- a. **Description:** The Contractor shall finish grade the area enclosed by the project temporary and permanent easements. All areas are to be left in a smooth, neat and finished condition without ruts, holes, bumps, humps, etc.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for Site Restoration shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made, therefore.

Bid Item No. 6: Salvage and Deliver Existing Well 88-25-013 Well Discharge Materials

- a. **Description:** The Contractor shall provide all materials, labor, and incidentals to salvage the existing well 88-25-013 discharge materials to the North Kern Water Storage District corporate yard at 33380 Cavello Extended, Bakersfield. The materials shall be neatly stored at the yard on dunnage provided by the Contractor in a manner satisfactory to the District. No separate payment will be made for the removal of the existing discharge materials or temporary storage. Materials that are damaged or stolen from the site shall be replace in-kind by the Contractor.
- b. **Measurement and Payment:** The Final Lump Sum Price shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to remove, transport, storage and for doing

all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. A7: Furnish and Install 24” Diameter C900 DR-25 PVC Water Main

- a. **Description:** The Contractor shall provide all materials, labor, and incidentals to install the 24-inch PVC watermain as shown in the Plans and described in the Specifications, complete. No separate payment will be made for the eccentric reducers, valves or other incidentals to install the pipe.
- b. **Measurement and Payment:** The Final Pay Quantity Unit Price paid per Linear Foot for furnishing and installing 24 inch PVC Pipe, 18 inch to 24 inch eccentric reducer, valves, fittings and accessories shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, backfill, metallic locator tape, thrust blocks and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. A8: Furnish and Install 30” Diameter C900 DR-25 PVC Water Main

- a. **Description:** The Contractor shall provide all materials, labor, and incidentals to install the 30-inch PVC watermain as shown in the Plans and described in the Specifications, complete. No separate payment will be made for the eccentric reducers, valves or other incidentals to install the pipe.
- b. **Measurement and Payment:** The Final Pay Quantity Unit Price paid per Linear Foot for furnishing and installing 30 inch PVC Pipe, 24 inch to 30 inch eccentric reducer, valves, fittings and accessories shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, backfill, metallic locator tape, thrust blocks and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. A9: Furnish and Install 36” Diameter C900 DR-25 PVC Water Main

- a. **Description:** The Contractor shall provide all materials, labor, and incidentals to install the 36-inch PVC watermain as shown in the Plans and described in the Specifications, complete. No separate payment will be made for valves or other incidentals to install the pipe.

- b. **Measurement and Payment:** The Final Pay Quantity Unit Price paid per Linear Foot for furnishing and installing 36” PVC Pipe, 30” to 36” eccentric reducer, valves, fittings and accessories shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, backfill, metallic locator tape, thrust blocks and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. A10: Furnish and Install Well 88-25-005 Connection to Water Main

- a. **Description:** This item shall include all materials, labor, and incidentals to install the 88-25-005 well connection from the tee fitting at the 24” PVC watermain to the well including but not limited to steel pipe, valves, couplers, fittings, supports, flow meters and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications, complete.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, install the pipe and valves backfill, metallic locator tape and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. A11: Furnish and Install Well 88-25-010 Connection to Water Main

- a. **Description:** This item shall include all materials, labor, and incidentals to install the 88-25-010 well connection from the tee fitting at the 30” PVC watermain to the well including but not limited to steel pipe, valves, couplers, fittings, supports, flow meters and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications, complete.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, install the pipe and valves backfill, metallic locator tape and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. A12: Furnish and Install Well 88-25-013 Connection to Water Main

- a. **Description:** This item shall include all materials, labor, and incidentals to install the 88-25-013 well connection from the tee fitting at the 36-inch PVC watermain to the well including but not limited to steel pipe, valves,

couplers, fittings, supports, flow meters and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications, complete.

- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, install the pipe and valves backfill, metallic locator tape, temporary relocation of the existing discharge pipe to the Friant Kern Canal during construction its subsequent removal and delivery of materials to the District corporate yard and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. A13: Furnish and Install 36" Discharge Structure

- a. **Description:** The Contractor shall provide all materials, labor, and incidentals for furnishing and installing all work within the Friant-Kern Right of Way in conformance with the provided Specifications and Plans. This includes, but is not limited to, furnishing and installing 36" AWWA C200 Welded Steel Pipe or Ductile Iron Pipe CL350, connecting to the 36" PVC pipe including coupling adapter, 36" flow meter, concrete vault, fittings, 3/4" Sediment Hose Faucet, Concrete Anchor Block and Flap Gate, pavement restoration, site restoration, fencing and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications. The Contractor shall perform all necessary coordination, excavation, shoring, subgrade preparation, pipeline installation, concrete placement, backfill and compaction, and testing.
- c. **Measurement and Payment:** The Final Pay Lump Sum Price for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made, therefore.

BID SCHEDULE B – NK-623

Bid Item No. B1: Mobilization and Demobilization

- c. **Description:** Mobilization and Demobilization shall include all activities and costs for transportation of personnel, equipment, and operating supplies to and from the site; establishment of portable sanitary and refuse facilities; obtaining an adequate source of fresh water; location, provision and installation of field offices & equipment/materials, storage yards excavation

equipment, buildings, site security, potholing and utility coordination and other necessary facilities for the Contractor's operations at the site; insurances, premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not included in the contract from the site; including the disassembly, removal and site cleanup, of offices, equipment, buildings, restoration of facilities, roads, fences, facilities etc. modified or disturbed during the course of the project and other facilities assembled on the site for this contract, Provisions for contract closeout, including cleaning, final site clean-up, waste disposal, touch up and repair, final equipment check, providing Record Drawings and providing warranties

The site is not fenced, the Contractor will be responsible to provide their own security for equipment, materials, fuel, tools, etc. that they may have on site.

The Contractor shall provide all necessary equipment & materials; all tools, accessories, power, fuel, materials, supplies, lighting, water, and other support equipment; and experienced personnel necessary to execute the Work in an orderly and efficient manner.

- d. **Measurement and Payment** - The Final Pay Lump Sum Price paid for Mobilization and Demobilization shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, and incidentals and for doing all other work and operations which must be performed or costs incurred to complete the mobilization effort and items to complete the project that are not covered under any other line item – including, but not limited to, premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable.

Bid Item No. B2: Environmental Compliance

- c. **Description:** The Contractor shall comply with all local, state and federal requirements for Storm Water Pollution Prevention, site dust control, and other items identified in the General and Special Conditions. Contractor shall install, construct, maintain all necessary measures to comply with and keep the necessary records in accordance with the requirements of the applicable agencies.
- d. **Measurement and Payment** - The Final Pay Lump Sum Price paid for Environmental Compliance measures shall include full compensation for furnishing all permits, fees, labor, materials, tools, equipment and incidentals and for doing all work involved in PM-10, SWPPP, etc. compliance.

Bid Item No. B3: Traffic Control:

- a. **Description:** This item shall include providing all labor, materials, transportation, supplies, tools, equipment, and incidentals required to provide traffic control for safety and proper construction of the work within the Specifications and Plans. This item shall include all necessary coordination with the District, Landowners, utility companies, and Kern County and complying with their requirements.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for Traffic Control shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, incidentals and for all other work and operations which must be performed, or costs incurred prior to beginning during and after the completion of the work on this contract item and no additional allowance shall be made, therefore.

Bid Item No. B4: Clearing and Grubbing

- a. **Description:** The Contractor shall clear and grub the entire area enclosed by the project fee parcels and temporary and permanent easements, which includes demolition, disposal, hauling, clearing, grubbing, and stripping as required to install and/or remove and dispose of all items as necessary to complete the Work.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for Clearing and Grubbing shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, and incidentals and for doing all other work and operations which must be performed, or costs incurred to complete this task and no additional allowance shall be made, therefore.

Bid Item No. B5: Site Restoration

- a. **Description:** The Contractor shall finish grade the area enclosed by the project temporary and permanent easements. All areas are to be left in a smooth, neat and finished condition without ruts, holes, bumps, humps, etc.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for Site Restoration shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made, therefore.

Bid Item No. B6: Furnish and Install 18” Diameter C900 DR-25 PVC Water Main

- a. **Description:** The Contractor shall provide all materials, labor, and incidentals to install the 24-inch PVC watermain as shown in the Plans and described in the Specifications, complete. No separate payment will be made for the eccentric reducers, valves or other incidentals to install the pipe.
- c. **Measurement and Payment:** The Final Pay Quantity Unit Price paid per Linear Foot for furnishing and installing 24 inch PVC Pipe, 18 inch to 24 inch eccentric reducer, valves, fittings and accessories shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, backfill, metallic locator tape, thrust blocks and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. B7: Furnish and Install 24” Diameter C900 DR-25 PVC Water Main

- d. **Description:** The Contractor shall provide all materials, labor, and incidentals to install the 30-inch PVC watermain as shown in the Plans and described in the Specifications, complete. No separate payment will be made for the eccentric reducers, valves or other incidentals to install the pipe.
- e. **Measurement and Payment:** The Final Pay Quantity Unit Price paid per Linear Foot for furnishing and installing 30 inch PVC Pipe, 24 inch to 30 inch eccentric reducer, valves, fittings and accessories shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, backfill, metallic locator tape, thrust blocks and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. B8: Furnish and Install 36” Diameter C900 DR-25 PVC Water Main

- a. **Description:** The Contractor shall provide all materials, labor, and incidentals to install the 36-inch PVC watermain as shown in the Plans and described in the Specifications, complete. No separate payment will be made for valves or other incidentals to install the pipe.
- b. **Measurement and Payment:** The Final Pay Quantity Unit Price paid per Linear Foot for furnishing and installing 36” PVC Pipe, 30” to 36” eccentric reducer, valves, fittings and accessories shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and

incidentals to excavate, backfill, metallic locator tape, thrust blocks and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. B9: Furnish and Install Well 88-00-098 Connection to Water Main

- a. **Description:** This item shall include all materials, labor, and incidentals to install the 88-25-005 well connection from the tee fitting at the 18-inch PVC watermain to the well including but not limited to steel pipe, valves, couplers, fittings, supports, flow meters and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications, complete.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price paid for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, install the pipe and valves backfill, metallic locator tape and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. B10: Furnish and Install Well 88-29-015 Connection to Water Main

- a. **Description:** This item shall include all materials, labor, and incidentals to install the 88-25-010 well connection from the tee fitting at the 24-inch PVC watermain to the well including but not limited to steel pipe, valves, couplers, fittings, supports, flow meters and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications, complete.
- c. **Measurement and Payment:** The Final Pay Lump Sum Price paid for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, install the pipe and valves backfill, metallic locator tape and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. B11: Furnish and Install Well 88-05-003 Connection to Water Main

- a. **Description:** This item shall include all materials, labor, and incidentals to install the 88-25-013 well connection from the tee fitting at the 36-inch PVC watermain to the well including but not limited to steel pipe, valves, couplers, fittings, supports, flow meters and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications, complete.

- c. **Measurement and Payment:** The Final Pay Lump Sum Price paid for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, install the pipe and valves backfill, metallic locator tape, temporary relocation of the existing discharge pipe to the Friant Kern Canal and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. B12: Furnish and Install Well 88-05-011 Connection to Water Main

- a. **Description:** This item shall include all materials, labor, and incidentals to install the 88-25-013 well connection from the tee fitting at the 36-inch PVC watermain to the well including but not limited to steel pipe, valves, couplers, fittings, supports, flow meters and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications, complete.
- d. **Measurement and Payment:** The Final Pay Lump Sum Price paid for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals to excavate, install the pipe and valves backfill, metallic locator tape, temporary relocation of the existing discharge pipe to the Friant Kern Canal and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made.

Bid Item No. B13: Furnish and Install 36" Discharge Structure

- a. **Description:** The Contractor shall provide all materials, labor, and incidentals for furnishing and installing all work within the Friant-Kern Right of Way in conformance with the provided Specifications and Plans. This includes, but is not limited to, furnishing and installing 36" AWWA C200 Welded Steel Pipe or Ductile Iron Pipe CL350, connecting to the 36" PVC pipe including coupling adapter, 36" flow meter, concrete vault, fittings, 3/4" Sediment Hose Faucet, Concrete Anchor Block and Flap Gate, pavement restoration, site restoration, fencing and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications. The Contractor shall perform all necessary coordination, excavation, shoring, subgrade preparation, pipeline installation, concrete placement, backfill and compaction, and testing.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals and for doing all other work

and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made, therefore.

Bid Item No. B14: Furnish and Install 24” Discharge Structure

- a. **Description:** The Contractor shall provide all materials, labor, and incidentals for furnishing and installing all work within the Friant-Kern Right of Way in conformance with the provided Specifications and Plans. This includes, but is not limited to, furnishing and installing 24” AWWA C200 Welded Steel Pipe or Ductile Iron Pipe CL350, connecting to the 24” PVC pipe including coupling adapter, 24” flow meter, concrete vault, fittings, ¾” Sediment Hose Faucet, Concrete Anchor Block and Flap Gate, pavement restoration, site restoration, fencing and any other labor, materials, transportation, supplies, tools, and equipment necessary to complete the work as shown in the Plans and described in the Specifications. The Contractor shall perform all necessary coordination, excavation, shoring, subgrade preparation, pipeline installation, concrete placement, backfill and compaction, and testing.
- b. **Measurement and Payment:** The Final Pay Lump Sum Price for this item shall include full compensation for all labor, materials, transportation, supplies, tools, equipment, tax, and incidentals and for doing all other work and operations which must be performed, or costs incurred for completing this task and no additional allowance shall be made, therefore

INFORMATION REQUIRED OF BIDDER

EXPERIENCE AND REFERENCES

Listed below are three projects performed under the bidder’s supervision during the past ten (10) years involving work of scope and complexity comparable to this Project.

1. Project Name and Location _____

Project Description: _____

Owner: _____

Contract Amount/Completion Date: _____

Reference Contact Name and Telephone Number(s): _____

2. Project Name and Location _____

Project Description: _____

Owner: _____

Contract Amount/Completion Date: _____

Reference Contact Name and Telephone Number(s): _____

3. Project Name and Location _____

Project Description: _____

Owner: _____

Contract Amount/Completion Date: _____

Reference Contact Name and Telephone Number(s): _____

BIDDER’S LICENSE AND DIR (DEPARTMENT OF INDUSTRIAL RELATIONS) REGISTRATION NUMBER

Class _____

License No. _____

DIR No. _____

LIST OF SUBCONTRACTORS

The bidder hereby designates below the names and business addresses of each subcontractor who will perform work or labor. Please fill out as completely as possible when submitting your bid. Use Subcontractor's business name style as registered with the License Board.

- a. Complete the name and location of the place of business of each Subcontractor (i) who will perform work or labor or render service to the Bidder in or about the construction contemplated in the Plans and Specifications or (ii) licensed by the State who, under subcontract to the Bidder, specially fabricates and installs a portion of the work or improvement according to the detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Bidder's total Bid.
- b. Complete the portion of the Work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each portion as is defined by the Bidder in his Bid.

- c. Bidders are reminded of the penalties for the improper substitutions of a subcontractor pursuant to Public Contract Code Section 4110.

SUBCONTRACTOR

Business Address: _____

Class _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR

Business Address: _____

Class _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR

Business Address: _____

Class _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR

Business Address: _____

Class _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR

Business Address: _____

Class _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR

Business Address: _____

Class _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

NOTE: Bidder shall attach all additional sheets and attachments as required. Failure to supply all items of information required of Bidders may cause the Bid to be considered non-responsive.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the North Kern Water Storage District, hereinafter called the “District,” and _____, hereinafter called the “Contractor; with respect to _____ (the "Agreement").

WITNESSETH: That the District and the Contractor, for the consideration hereinafter named, agree as follows:

- a. This Agreement is for all Work (as that term is defined in the Contract) necessary to complete the items selected by the District from those described in the Contract Documents for _____, (the "Project").
- b. The Contract includes all of the Contract Documents, to wit: the Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal and Proposal Bidding Schedules, the Contractor's Licensing Statement, the Information Required of Bidders, this Agreement, the Proposal Bond, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavits, the Notice of Award, the Notice to Proceed Checklist, Notice to Proceed Form, the General Conditions, the Special Conditions, the Plans and Specifications, Appendices, any change order or Addenda setting forth any modifications or interpretations of any of the Contract Documents, and Grant Agreement, including, but not limited to, their provisions, terms, conditions, and statements presented therein. All said Contract Documents are hereby incorporated in and made a part of this Agreement by reference thereto.
- c. The Contractor shall furnish all labor, materials, equipment, and other facilities and perform in good and workmanlike manner all Work under the Contract for the District in strict conformity with this Agreement and the Contract Documents, including but not limited to the Plans and Specifications, and to the approval and entire satisfaction of the Engineer and District.
- d. The project to which the Work covered by the Contract Documents pertains is being funded in part by the following grant: WaterSMART Drought Response Program: Drought Resiliency Projects, which is being administered by the United States Bureau of Reclamation (Reclamation). Notwithstanding anything in this Agreement or the Contract Documents to the contrary, the Contractor hereby makes and shall obtain or caused to be obtained from all subcontractors and suppliers all certifications, stipulations and agreements required under this Agreement, the Contract Documents, and all applicable State and Federal laws, rules, and regulations, and shall ensure that Contractor and all subcontractors and suppliers comply with all applicable requirements of the Grant and Federal and State law including, but not limited to, as provided in the Grant Agreement. Contractor

further agrees to furnish to District any further information or documentation that the District reasonably determines may be necessary for District to comply with the Grant Agreement or any applicable law. The Work shall conform to the requirements of all governmental agencies having jurisdiction over the Work. Contractor shall also comply with all federal, state and local laws, ordinances, rules, regulations and orders under the Contract, including all licensing requirements and occupational, health, safety, employment and environmental laws. Such applicable laws, ordinances, rules, regulations and orders shall include, without limitation, those that are specifically incorporated into any Grant Agreement pertaining to the Work, which Grant Agreement and any amendments thereto the District will provide to Contractor following their execution. Contractor shall bear all costs, expenses and liabilities related to any changes in the Work to conform to such laws, ordinances, rules, regulations and orders.

- e. The District will pay the Contractor in current funds for the performance of the Contract the sum stated in the Proposal Bidding Schedule, in the manner, at the time and upon the conditions as stated in the Contract Documents, and will otherwise fulfill its obligations as provided in the Contract.
- f. All time limits stated in the Contract Documents are of the essence.
- g. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, as well as their heirs, successors, and assigns.
- h. Unless otherwise ordered by the Engineer, the Contractor shall begin the Work within ten (10) calendar days after issuance of the Notice to Proceed and complete the Work in accordance with the schedule set forth in the Special Conditions. Pursuant to section 53069.85 of the Government Code, Contractor agrees that if the Work is not completed on or before the expiration of the completion time or times specified in the Special Conditions, or within such extensions of time as may be granted, the District may retain the sum set forth in the Special Conditions each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the District will sustain per day by the failure of the Contractor to complete the Work at the time stipulated, and this sum is not to be construed in any sense a penalty or forfeiture.
- i. **Labor Certification**

Contractor states that it 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 provisions of that Code, and Contractor agrees to comply with such provisions before commencing the performance of the Work of this Agreement.

j. **Contractor's License**

All Contractors and/or Subcontractors are required to be licensed under applicable provisions set forth in the Contractors' State License Law (see California Business and Professional Code section 7000 et seq.) at all times during the course of performance of Work hereunder, and shall comply with all rules and regulations adopted and applicable pursuant to the foregoing.

k. **Board of Industrial Relations Registration**

Pursuant to Labor Code section 1725.5, Contractor and/or Subcontractor is to be registered with the Department of Industrial Relations at all times during the course of performance of the Work set forth in the Contract Documents. Contractor agrees to comply with the provisions set forth in Labor Code section 1725.5 prior to and through performance of the performance of the Work as set forth under the Contract Documents and this Agreement.

l. **Indemnification**

1. To the fullest extent of the law, the Contractor shall assume the defense of and indemnify, hold, and save harmless the District, the U.S. Bureau of Reclamation, the California Department of Water Resources, the North Kern Water Storage District, the Landowners, the Design Engineer and the Engineer and their respective directors, officers, employees and agents from any and all loss, damage, liability, claims, or causes of action of every nature whatsoever for damage to or destruction of property, including the District's property, or for injury to or death of persons, including Contractor's employees, in any manner, arising out of or incident to the performance of this Agreement.
2. The Contractor shall at all times preserve and protect the Work installed and performed hereunder and assume full responsibility for the condition thereof until final acceptance by the District. Contractor shall be liable for any loss or damage to any of the Work performed, completed, and/or in place and to any materials on the Site that may be caused by Contractor, his employees, agents, or guests. Any such damage shall be immediately repaired by Contractor, and, upon failure to do so, the District may remedy the same and deduct the cost thereof from any amount due or to become due to the Contractor.
3. To the fullest extent of the law, the Contractor shall assume the defense of and indemnify, hold, and save harmless the District, the U.S. Bureau of Reclamation, the California Department of Water Resources, the North Kern Water Storage District, the Landowners, the Design Engineer and the Engineer and their respective directors, officers, employees and agents,

against any and all liens, claims, demands, and costs, including attorneys' fees, for labor and material furnished to the Contractor or any of his subcontractors in connection with the performance of this Contract. In the event that the Contractor or any of his Subcontractors shall fail to pay for any material or labor used in the performance of this Agreement, or any lien is filed against the said property, or any claim is asserted or action is filed against the said property, or any claim is asserted or action filed on any bond, by any person claiming to have furnished labor or materials to the Contractor or any of his Subcontractors in connection with the performance of this Agreement, the District shall be entitled, at its option, to pay for said material or labor, or discharge any such lien, or to pay or settle any such claim or action and to deduct the amount so paid, together with any and all costs and attorney's fees incurred by or on behalf of the District in connection with any such payment, discharge, or settlement, from amounts due or to become due to the Contractor hereunder. The District may also deduct from any amounts due or to become due to the Contractor, any other amounts owing by the Contractor to the District, including the cost of any materials, labor, services, equipment or facilities supplied by the District as to which the Contractor has the obligation to supply the same hereunder. In the event that the balance that otherwise would be due the Contractor, shall be insufficient to so reimburse the District, the Contractor shall pay the District any deficiency upon demand.

4. The Contractor shall pay all royalties and license fees. He shall, at his own cost, expense and risk, defend any and all suits or claims for infringement of any patent rights and shall indemnify, hold, and save the District and its Directors, officers, employees and agents harmless from loss of account thereof.
5. If the District, North Kern Water Storage District, the Landowners, the Design Engineer or the Engineer and/or their respective Officials, Officers, Employees, Agents, Consultants, and Engineers are required to testify or contribute time and expense in any other way, in any suit or enforcement action of any kind brought to recover alleged damages or remedy alleged violations resulting from the acts or omissions (including negligent acts or omissions) in connection with, or accidents arising from, the acts, operations, and responsibilities of the Contractor, its Subcontractors, or others associated with or working under Contractor, in direct or indirect relation to the performance of the Work, they shall be reimbursed for any reasonable costs incurred by them for lost time, expert assistance, and incidental expenses in connection with their need to contribute time and expense, whether or not the suit or enforcement action proceeds to final judgment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

North Kern Water Storage District

(District Seal)

By: _____

North Kern Water Storage District

Contractor

By: _____
(Title)

(CORPORATE SEAL)

And: _____
(Title)

****END OF SECTION****

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FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, the **NORTH KERN WATER STORAGE DISTRICT**, State of California, awarded a contract as of _____ to _____, hereinafter designated as the “Contractor,” for _____ pursuant to North Kern Water Storage District Specification No. NK 622-623; and

WHEREAS, the said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and _____ (corporate surety), a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto **NORTH KERN WATER STORAGE DISTRICT** in the penal sum of _____ Dollars (\$ _____), lawful money of the united States, said sum being not less than 100 percent of the total Contract amount, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above-bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the **NORTH KERN WATER STORAGE DISTRICT**, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contractor or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation shall hold good for a period of one (1) year(s) after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and

replacements or totally protect the said Owner, Engineer, and any design engineer from loss or damage made evident during said period of one (1) year(s) from the date of acceptance of said work and resulting from or caused by defective materials or faulty workmanship, in the prosecution of the work done, the above obligation shall be and remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal Secretary)
(SEAL)

(Principal)
By _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Witness to Surety)

(Address)

(Attorney-in-Fact)

(Address)

If CONTRACTOR is a partnership, all partners must execute BOND.

NOTICE: This bond must be acknowledged before a Notary Public. Sureties must be authorized to do business in and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

****END OF SECTION****

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, THE NORTH KERN WATER STORAGE DISTRICT, has awarded to _____ hereinafter designated as the “Contractor,” a Contract for _____ pursuant to NORTH KERN WATER STORAGE DISTRICT Specifications No. NK 622-623; and

WHEREAS, said Contractor is required by the provisions of Division 4, Part 6, Title 3, of the Civil Code of the State of California, including, but not limited to Civil Code Sections 9550-9566, inclusive, to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, _____, the undersigned Contractor, as Principal, and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto **NORTH KERN WATER STORAGE DISTRICT** in the sum of _____ and _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total Contract amount payable by the said NORTH KERN WATER STORAGE DISTRICT under the terms of the Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that, whereas the above bounden Principal has been awarded a Contract as _____ with NORTH KERN WATER STORAGE DISTRICT to do the following work, to-wit:
_____ For DISTRICT SPECIFICATIONS.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if said Contractor, his or its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay for any materials, provisions, implements, or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor as required by the provisions of Division 4, Part 6, Title 3, Chapter 5 of the Civil Code; and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon 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 a 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 and all persons, companies, and corporations entitled to file claims under Division 4, Part 6, Title 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this

bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

By _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Witness to Surety)

(Attorney-in-Fact)

(Address)

(Address)

If CONTRACTOR is a partnership, all partners must execute BOND.

NOTICE: This bond must be acknowledged before a Notary Public. Sureties must be authorized to do business in and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____ before me, _____, Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER(S)

TITLE OR TYPE OF DOCUMENT

TITLE(S)
 PARTNER(S)

- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

****END OF SECTION****

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**NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

I, _____, declare that I am _____
(sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing bid covering _____

_____;

that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such 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 not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

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

Signed: _____

Title: _____

NOTE: This affidavit must be acknowledged before a Notary Public.

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**GOOD FAITH EFFORTS CHECKLIST
FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE)
(TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID)**

Please complete the checklist to determine if you have complied with the requirements to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by USBR financial assistance funds. Bidders/offerers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs were made aware of the project to the fullest extent practicable?
 Yes No
2. Did you ensure to solicit DBEs that have been identified as potential sources?
 Yes No
3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include 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?
 Yes No
4. Did you establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises?
 Yes No
5. Did you use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?
 Yes No
6. List the potential DBE subcontractors that were contacted. Only list those whose line of work are consistent with the project’s scope of work. If none were identified please note that.

| Name | How Contacted (e.g. letter, phone call, fax, e-mail) | Response (e.g. did not respond, not interested, not competitive) |
|------|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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NOTICE TO BIDDERS OF VOLUNTARY JOB SITE TOUR

YOU ARE INVITED TO ATTEND a voluntary pre-bid conference and voluntary self-guided tour of the *2018 and 2020 Return Capacity Project*. A voluntary pre-bid conference will be conducted by the District on Friday, February 16, 2024, at 10:00 a.m. at the office of the District at 33380 Cawelo Avenue, Bakersfield, California 93308. Bidders are invited to partake in a voluntary self-guided tour of the Project at their convenience. The District will not accompany any prospective bidders. Maps of the suggested route is enclosed for bidder's convenience and use related only to the self-guided job site tour. Self-guided tours do not need to be coordinated with the bidding contact or District.

/s/Ram Venkatesan

Deputy General Manager

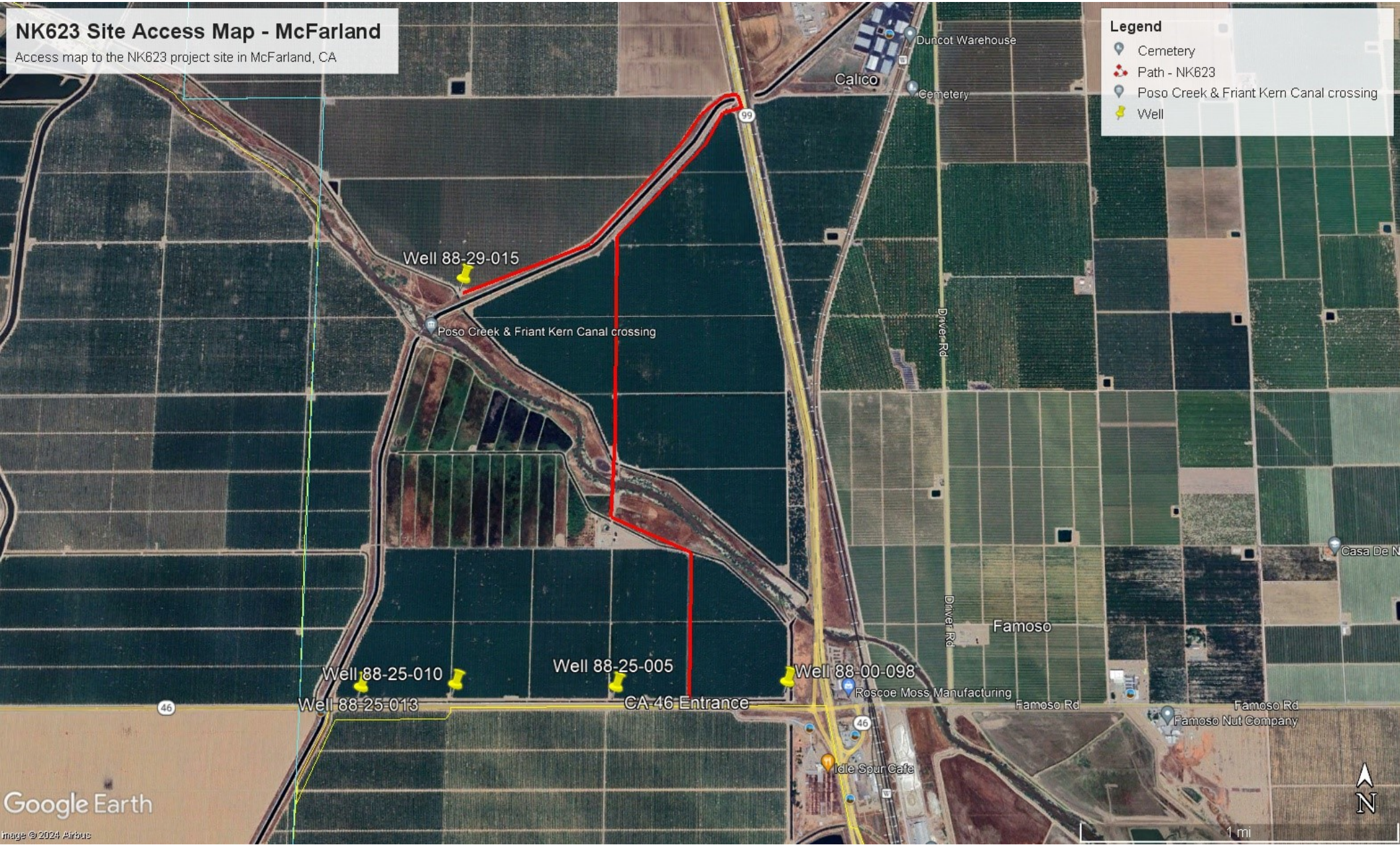
North Kern Water Storage District
33380 Cawelo Avenue
Bakersfield, CA 93308

NK623 Site Access Map - McFarland

Access map to the NK623 project site in McFarland, CA

Legend

- Cemetery
- Path - NK623
- Poso Creek & Friant Kern Canal crossing
- Well



NK623 Site Access Map - Shafter

Access map to the NK623 project site in Shafter, CA

Legend

- California
- Minter Field Air Museum
- Minter Field Airport District
- Path - NK623 Shafter Project Site
- Well

Well 88-05-011 Well 88-05-003

Richland-Ierdo Union Elementary

Minter Field Airport District

Minter Field Air Museum

Cawelo

Google Earth

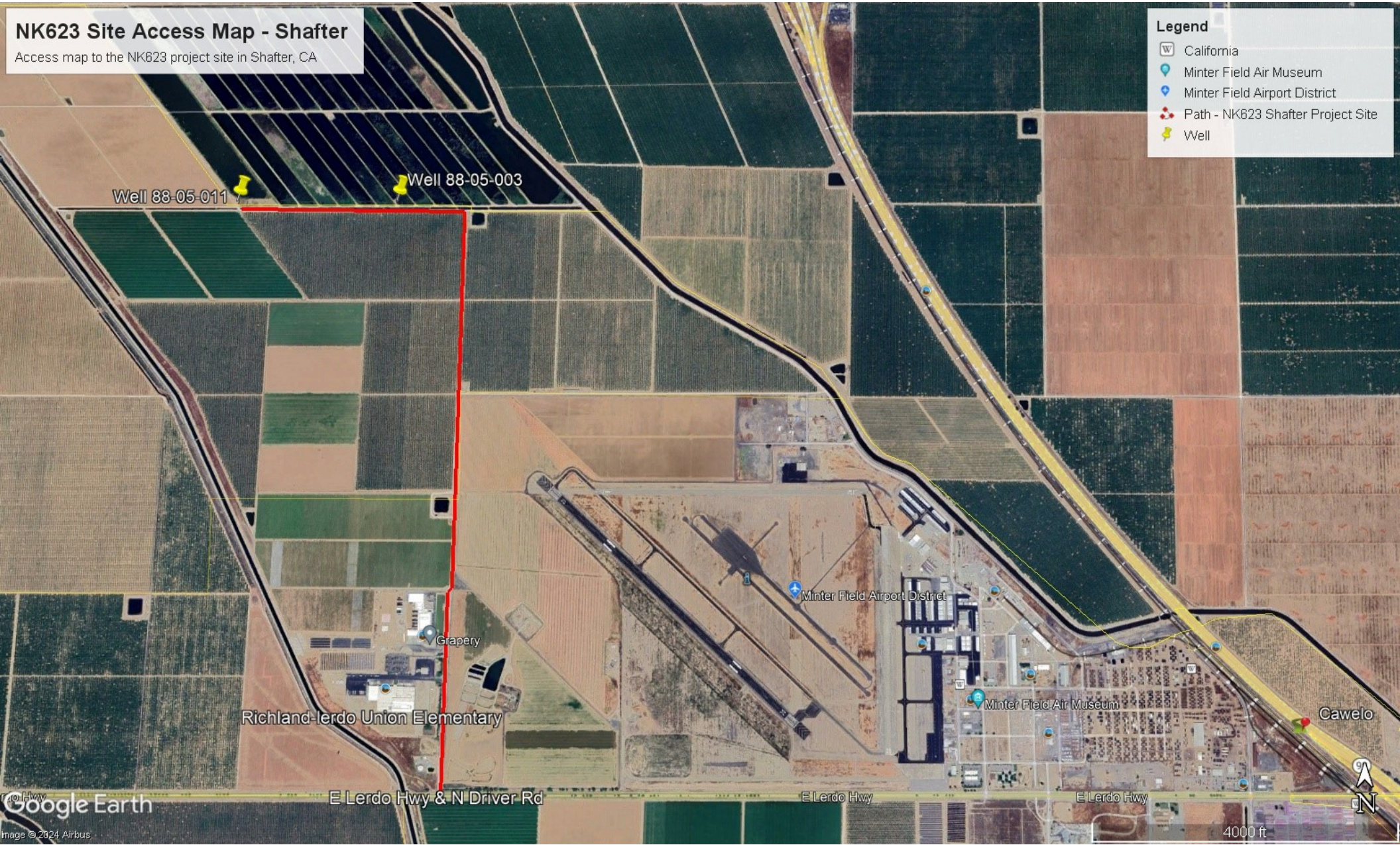
E Lerdo Hwy & N Driver Rd

E Lerdo Hwy

E Lerdo Hwy

4000 ft

Image © 2024 Airbus



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NOTICE OF AWARD

TO: _____

PROJECT: NORTH KERN WATER STORAGE DISTRICT
SPECIFICATIONS NO. NK-622-623
2018 AND 2020 RETURN CAPACITY PROJECT

The District has considered the BID submitted by you for the above described WORK in response to its Request for Bids dated _____, and Contract Documents.

You are hereby Notified that your BID has been accepted, and the sum of the items amounts to \$_____.

You are required by the Contract Documents to execute the Agreement within ten (10) calendar days from the date of this Notice. You are also required to provide all bonds and certificates of insurance required by the Contract Documents within said ten (10) day period.

If you fail to execute said Agreement within ten (10) days from the date of this Notice or fail to provide the required bonds and certificates of insurance, said District will be entitled to consider all your rights arising out of the District's acceptance of your BID as abandoned. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the District.

Dated this _____ day of _____.

NORTH KERN WATER STORAGE DISTRICT
OWNER

By: _____
Ram Venkatesan

Title: Deputy General Manager

ACCEPTANCE OF NOTICE

Receipt of the foregoing NOTICE OF AWARD is hereby acknowledged

By: _____

this the _____ Day of _____,

By: _____

Title _____

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NOTICE TO PROCEED FORM

TO: _____

PROJECT: North Kern Water Storage District

Specifications No. NK 622-623

2018 and 2020 Return Capacity Project

DATE: _____

You are hereby notified to commence work in accordance with the Contract Documents for the above-described project on or before _____. **You are required to complete all Work per Special Conditions Section D-5.**

Owner: North Kern Water Storage District

By: _____
Ram Venkatesan
Deputy General Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this the _____ day of _____, 20_____.

By: _____

Title: _____

****END OF SECTION****

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NOTICE TO PROCEED CHECKLIST

To: _____

From: Board of Directors
North Kern Water Storage District

Notice is hereby given that you are authorized and directed to proceed with the following project in accordance with the Contract Documents: Specifications No. NK-622-623 for Constructing the 2018 and 2020 Return Capacity Project.

These documents have been received and are on file with the North Kern Water Storage District:

- | | |
|--|--------------------------|
| The Agreement, fully executed | <input type="checkbox"/> |
| Payment Bond (100%) | <input type="checkbox"/> |
| Faithful Performance Bond (100%) | <input type="checkbox"/> |
| Worker's Compensation Insurance Certificate | <input type="checkbox"/> |
| Liability Insurance Policy or Certificate, with Endorsements | <input type="checkbox"/> |
| Post-Award Schedule | <input type="checkbox"/> |
| Non-Collusion Affidavits | <input type="checkbox"/> |
| DBE Check List | <input type="checkbox"/> |

Notification of Award of Contract has been filed by this District with the Department of Industrial Relations.

Under the terms of the Contract, work is to start within ten (10) calendar days after the date set forth below and is to be completed within the time set forth in the Special Conditions.

North Kern Water Storage District

Date

By: _____
Ram Venkatesan
Deputy General Manager

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SECTION C

GENERAL CONDITIONS

C-1 Definitions

The following terms, as used in any of the Contract Documents, are respectively defined as follows:

- a. **“Application for Payment”** – the form accepted by Engineer which is to be used by Contractor in requesting payments and which is to include such supporting documentation as is required by the Contract Documents.
- b. **“Board of Directors” or “Board”** – the Board of Directors of the District.
- c. **“Certificate of Completion and Final Acceptance”** – the certification and acceptance by Engineer of Work when it has been completed in all respects in accordance with the Contract Documents and any Modifications thereof previously approved. Such acceptance is constituted by a Certificate of Completion and Final Acceptance by Engineer to Contractor.
- d. **“Change Order”** – a written order to Contractor from Engineer authorizing a substitution, addition, deletion or revision in the Work, or an adjustment in the Contract Price or Contract Time issued after the effective date of the Contract.
- e. **“Change Work”** – a substitution, addition, deletion or revision in the Work within the general scope of the Contract necessary to the completion of the Work.
- f. **“Construction Schedule”** – an outline of construction activities showing the sequence and timeline for completing the components of the Work.
- g. **“Contract”** – the written agreement between District and Contractor covering the Work; other Contract Documents are attached to the Contract and made a part thereof as provided therein.
- h. **“Contract Documents”** – 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 Disadvantaged Business Enterprises, the Notice to Proceed, General Conditions, Special Conditions, Specifications, Plans, Appendices and any Change Order or Addenda setting forth any modifications or interpretations of any of said documents, and Grant Agreement.

- i. **“Contractor”** – the bidder who submitted the accepted Proposal and who executed a Contract to complete the Work in accordance with the Contract Documents, and the legal representatives of said party.
- j. **“Contract Price”** – the monies payable by District to Contractor under the provisions of the Contract Documents.
- k. **“Contract Time”** – the length of time stated in the Contract Documents for the completion of the Work.
- l. **“County”** – County of Kern, California.
- m. **“Day”** – a calendar day of 24 hours measured from midnight to the next midnight.
- n. **“Defective”** – an adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment, unless responsibility for the protection thereof has been assumed by District.
- o. **“Detail Drawings”** – details of standard structures, devices, or installations referred to on the Project Drawings or in the other Contract Documents.
- p. **“District”** – the North Kern Water Storage District.
- q. **“DWR”** – the California Department of Water Resources.
- r. **“Effective Date of the Contract”** – the date indicated in the Contract in which a fully executed Contract is delivered to the District.
- s. **“Engineer”** – GEI Consultants, Inc.
- t. **“Equipment”** – products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items).
- u. **“Extra Work”** – Work outside the general scope of the Contract.
- v. **“Field Order”** – a written order issued to Contractor by Engineer which orders minor Change Work but which does not involve a change in the Contract Price or the Contract Time, or such an order issued when, as determined, the time required for development and execution of a Change Order would result in delay or stoppage of the Work or would allow a hazardous condition to exist.
- w. **“Final Inspection”** – determines if the Work has reached Final Completion.

- x. **“Final Completion”** – indicates that the Work has been fully completed in accordance with the Contract Documents and is ready for acceptance and final payment by the District.
- y. **“Final Punch List”** – contains items that remain uncompleted after Substantial Completion but that must be completed prior to Final Completion.
- z. **“Grant Agreement”** – any agreement entered into between the District and any federal or state agency that pertains to this Contract and the Work.
- aa. **“Materials”** – products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form Work.
- bb. **“Modification”** – a Written Amendment to the Contract signed by both parties, a Change Order or a Field Order. Any Modification involving a permit must be supported by the written agreement of the agency issuing the permit. A Modification may be issued only after the effective date of the Contract.
- cc. **“Notice of Award”** – the written notice by District to the apparent successful Bidder of District’s intent to sign and deliver the Contract upon Contractor’s delivery of all Contract Documents.
- dd. **“Notice of Completion”** – the written notice filed by District with the County Recorder certifying that the Work has been completed.
- ee. **“Notice to Proceed”** – the written notice by District to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform its obligation under the Contract Documents.
- ff. **“Plans” or “Drawings”** – means and includes Project Drawings and Detail Drawings.
- gg. **“Preconstruction Conference”** – a conference held before Contractor starts Work at the Site, attended by Contractor, Engineer and others as appropriate, to discuss the schedules provided, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a Working understanding among the parties as to the Work.
- hh. **“Products”** - includes purchased items for incorporation into the Work regardless of whether specifically purchased for the Project or taken from Contractor’s stock of previously purchased products.
- ii. **“Project”** – see Work.

- jj. **“Project Drawings”** – the drawings developed by District or Engineer, or both, specifically for the Project which show the character and scope of the Work and are part of the Contract Documents.
- kk. **“Release and Certificate of Final Payment”** – the release by Contractor, in consideration of final payment, of District from all claims and obligations of every nature.
- ll. **“Schedule of Values”** – a statement furnished by Contractor to Engineer reflecting the portions of the Contract Price allotted for the various parts of the Work and used as the basis for reviewing Contractor's Application for Payment.
- mm. **“Semi-Final Inspection”** – determines if the Work has reached Substantial Completion.
- nn. **“Shop Drawings” or “Submittals”** – all drawings, diagrams, illustrations, schedules and other material which are specifically prepared by or for Contractor to illustrate some portion of the Work, samples, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.
- oo. **“Site”** – the location or locations where the Work is to be accomplished.
- pp. **“Special Conditions”** – specific clauses setting forth requirements peculiar to the Work and supplementary to the General Conditions.
- qq. **“Specifications”** – the manual prepared by District or for District by the Engineer.
- rr. **“State”** – the State of California.
- ss. **“State Standard Specifications”** – Standard Specifications issued by the State of California, Department of Transportation, latest edition.
- tt. **“Subcontractor”** – an individual, firm or corporation having a direct subcontract with Contractor or with any other Subcontractor for the performance of a portion of the Work at the Site, or for the fabrication and installation of a portion of the Work in accordance with drawings contained in the Contract or furnished by Contractor under the Contract.
- uu. **“Substantial Completion”** – means the Work has progressed to the point that the Work is ready for beneficial use and occupancy by the District for the intended purpose.
- vv. **“Supplier”** – a manufacturer, fabricator, supplier, distributor, materialman or vendor.

- ww. **“Technical Conditions”** – specific clauses setting forth conditions or requirements for materials, equipment, construction systems, standards, workmanship, measurement and payment.
- xx. **“U.S. Bureau of Reclamation, USBR, Reclamation”** – the United States Bureau of Reclamation Department of the Interior.
- yy. **“Work”** – the entire construction or the total of the separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- zz. **“Written Amendment”** – a written amendment of the Contract Documents, signed by District and Contractor on or after the Effective Date of the Contract.
- aaa. Whenever in the Specifications or upon the Plans the words **DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED**, or words of like importance are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words **APPROVED, ACCEPTABLE, SATISFACTORY**, or words of like importance, shall mean approved by or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.
- bbb. **“AASHTO”** – the American Association of State Highway and Transportation Officials.
- ccc. **“ACI”** – the American Concrete Institute.
- ddd. **“AISC”** – the American Institute of Steel Construction.
- eee. **“AISI”** – the American Iron and Steel Institute.
- fff. **“ASME”** – the American Society of Mechanical Engineers.
- ggg. **“ASTM”** – the American Society for Testing and Materials.
- hhh. **“AWS”** – the American Welding Society.
- iii. **“AWWA”** – the American Water Works Association.
- jjj. **“FWA”** – Friant Water Authority
- kkk. **“IEEE”** (formerly AIEE) – the Institute of Electrical and Electronics Engineers.
- lll. **“IPCEA”** – the Insulated Power Cable Engineers Association.

- mmm. “NEMA” – the National Electrical Manufacturers Association.
- nnn. “SSPC” – the Steel Structures Painting Council.
- ooo. “USAS” (formerly ASA) – the United States of America Standard(s) Institute.
- ppp. The figures given in the Specifications or upon the Plans after the word **ELEVATION**, or an abbreviation of it, shall mean distances in feet above U.S. Coast and Geodetic Survey sea level datum, as established by the Engineer.
- qqq. All gender specific pronouns shall be interpreted to include all genders.

C-2 Correlation and Intent of Documents

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. The intention of the Contract Documents is to require a complete and finished piece of Work including all labor, materials, equipment, facilities, and transportation necessary for the proper execution of the Work, with the exception of such items as are definitely stated in the Specifications or on the Plans to be furnished by the District. Should there be a conflict between the Specifications and the Plans, the Specifications shall be controlling. Should there be a conflict between the General Conditions and the Special Conditions, the Special Conditions shall be controlling.

C-3 Assignment

Neither party to the Contract shall assign the Contract nor sublet it as a whole without the prior written consent of the other, nor shall the Contractor assign any money due or to become due to it hereunder without prior written consent of the Engineer.

C-4 Subcontracts

- a. The attention of the Contractor is directed to the provisions of Public Contract Code, Section 4100 et seq. as amended, and said provisions are by this reference incorporated herein and made a part hereof.
- b. Each subcontract shall contain a suitable provision for the suspension or termination of that subcontract should the Work be suspended or terminated or should the Subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. The Contractor shall be as fully responsible to the District for the acts or omissions of his Subcontractors and of the persons either directly or indirectly employed by them as he is for the acts or omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. If a legal action against the District is initiated by a subcontractor, the Contractor shall reimburse the District for the amount of legal expenses incurred by the District in defending itself in said action.

- c. A copy of each subcontract, if in writing, or if not in writing then a written statement signed by Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with Owner before the subcontractor commences performance of the Work. Each subcontract shall contain a reference to the agreement between Owner and Contractor, and the terms of that agreement and all parts thereof shall be made a part of such subcontract insofar as applicable to the Work covered thereby. Each subcontract shall provide for its annulment by Contractor at the order of Owner, if, in Owner's opinion, the subcontractor fails to comply with the requirements of the principal agreement insofar as the same may be applicable to his work. Nothing herein contained shall create any contractual relation between any subcontractor and Owner or relieve Contractor of any liability or obligation hereunder.
- d. Contractor is hereby alerted to provisions of Section 7107 of the Public Contract Code, requiring Contractor to pay to each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received, within seven (7) days from receipt of all or any portion of such retention proceeds from Owner.
- e. Pursuant to Public Contract Code Section 6109, subcontractors who are ineligible to perform work on a public works project as determined by the Department of Industrial Relations pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code shall not perform any portion of the work contemplated herein. Any subcontract between the Contractor and an ineligible subcontractor shall be void as a matter of law, and the ineligible subcontractor shall not receive any payment for performing such work.

C-5 Suspension of Work – Damages for Delay

- a. The Engineer may at any time, by notice in writing to the Contractor, suspend any part of the Work for such period of time as may be necessary to prevent improper execution of the Work on the Project, and the Contractor shall have no claim for an extension of time to complete the Work, or for damages or additional compensation on account of any such suspension.
- b. The District may at any time suspend any part or all of the Work upon ten (10) days' written notice to the Contractor, who shall thereupon discontinue all Work suspended except for all operations to prevent loss or damage to Work already executed as may be directed by the Engineer. The Contractor shall be paid on the same basis as Extra Work for costs of Work performed in accordance with such orders of the Engineer during such suspension, provided that this shall not include any costs pertaining to Work not suspended by said notice. Work shall be resumed by Contractor after such suspension on ten (10) days' written notice from the District. In the event of suspension of the entire Work by the District, the Contractor shall be paid the sum of one-hundred fifty dollars (\$150.00) for each calendar day

during which the entire Work shall have been suspended. Said sum is hereby mutually agreed upon as fixed and liquidated damages in full settlement of all costs and expenses, losses and damages resulting to the Contractor from such suspension.

- c. In the event of any suspension of the Work in whole or in part, the Contractor shall be entitled to any extension of time to complete the Work in a length equal to the length of the suspension of the Work. Provided, however, that the Contractor shall not be entitled to an extension of time to complete the Work in the event that the Work is suspended by the Engineer to prevent or correct improper execution of the Work.

C-6 Time of Work –Termination for Delay – Time Extensions

- a. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the Engineer, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work or any separable portions thereof within the time limits fixed therein. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the District may, by written notice to the Contractor, terminate his right to proceed with the Work or such part of the Work as to which there has been delay. In such event the District may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the Work such materials, appliances, equipment, and plant as may be on the site of the Work and necessary for its prosecution. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for all damages, including attorney's fees, sustained or incurred by the District in enforcing the provisions hereof against the Contractor due to any refusal or failure to prosecute the Work.
- b. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:
 1. The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to Acts of God (herein to include only the following occurrences or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves), acts of the public enemy, acts of the District in either its governmental or contractual capacity, acts of another Contractor in the performance of a contract with the District, fires, floods, (excluding site flooding due to ground water), epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or such subcontractors and suppliers; and

2. The Contractor, within ten (10) days from the beginning of any such delay (unless the Engineer grants a further period of time before the date of final payment under the Contract), shall notify the Engineer in writing of the causes of delay and request an extension of time. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties.
- c. The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- d. A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the District for additional compensation. The Contractor shall be deemed to have waived any claim for additional compensation, and does hereby waive any such claim.
- e. No additional time extensions will be granted for inclement weather conditions, only as provided under this paragraph. Contract time extensions will be granted as provided in this Paragraph C-6; however, the Contractor is advised that weather-related time extensions will be granted only if conditions are such that it is impossible to perform any productive Work. The Contractor shall make every effort to protect the Work from adverse weather and shall minimize delays and time extensions by taking mitigative measures such as pumping of surface water, utilizing equipment best suited for adverse weather, etc.

C-7 Termination for Reasons Other Than Delay

- a. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Contractor on account of his insolvency and not be discharged within ten (10) days after his appointment, or if the Contractor should fail to make prompt payment to Subcontractors or for material or labor, or should persistently disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the Contract, then the District, upon the certification of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor ten (10) days written notice, terminate the employment of the Contractor and take possession of the Site and of all equipment, materials, tools, and other facilities thereon and finish the Work by whatever method the District may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If upon completion of the Work the total cost to the District, including attorney's fees, in connection therewith shall be less than the amount which would have been paid if the Work had been completed by the Contractor in accordance with the terms of the Contract, then said difference shall be paid to the

Contractor in the same manner as the final payment under the Contract. If the expense, including attorney's fees, incurred by the District on account of termination of employment of the Contractor and subsequent completion of the Work by the District by whatever method the District may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and his sureties shall be liable to the District for the full amount of such excess expense.

- b. In addition to its rights under Paragraph C-7, Subsection (a) hereof, if at any time before completion of the Work under the Contract it shall be determined by the District that reasons beyond the control of the parties hereto render it impossible or against the interests of the District to complete the Work, or if the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the District may, upon ten days written notice to the Contractor, discontinue the Work, and terminate the Contract. Upon service of such notice of termination the Contractor shall discontinue the Work in such manner, sequence, and at such times as the Engineer may direct, continuing and doing after said notice only such Work until such time or times as the Engineer may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor any other claim except (1) for the Work actually performed up to the time of complete discontinuance, including any Extra Work ordered by the Engineer to be done, and (2) for any liquidated damages due hereunder in accordance with the provisions relating to suspension of Work.

C-8 Authority of the Engineer

- a. The Engineer shall give all orders, lines, grades, and directions contemplated under the Contract. The Engineer may determine the adequacy of the Contractor's methods, tools, plant, equipment, and appurtenances and he shall determine in all cases the quantity, quality, acceptability, and fitness of the several kinds of Work and materials which are to be paid for. The Engineer shall have the authority to determine all questions in relation to said Work and the construction thereof and decide in all cases questions which may arise relative to the fulfillment of this Contract on the part of the Contractor. The Engineer shall also have the authority to reject all Work and materials which do not conform to the Contract and to stop the Work when necessary to prevent its improper execution. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Specifications or Drawings, the matter shall be referred to the Engineer, who shall decide the same in accordance with the true intent and meaning. Any differences or conflicts which may arise between the Contractor and other contractors of the District in regard to their Work will be adjusted and determined by the Engineer. All instructions, rulings, and decisions of the Engineer shall be made promptly and in writing, if so requested, and they shall be final and binding.

- b. If at any time the Contractor's Work force, tools, plant or equipment appear to the Engineer to be insufficient, inefficient or inappropriate to secure the required quality of Work or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new tools, plant, or equipment, as the case may be, and the Contractor shall comply with such order.
- c. The undertaking of inspections by the Engineer or the giving of instructions as herein authorized shall not be construed as supervision of the actual construction or make the Engineer or the District responsible for providing a safe place for the performance of Work by the Contractor, Subcontractor, or Suppliers; or for access, visits, use, Work, travel or occupancy by any person.

C-9 Changes and Extra Work

- a. Without invalidating the Contract, District may, at any time or from time to time, order Change Work or request Extra Work to be performed by the Contractor. Change Work may involve increasing or decreasing the quantity of an item or portion of the Work; deleting any item, or items, of the Work; or adding items to the Work.
- b. Engineer will provide Contractor with a written description of the scope of Work involved. Unless otherwise required, Contractor shall, within 10 days after receipt of such written material, submit in writing to Engineer a proposal for accomplishing such Work.

The proposal shall reflect any change in cost to Contractor for performing the proposed Change Work or Extra Work under the Contract, in comparison to what the cost would have been otherwise. The proposal shall state the basis for compensation for such Work. Sufficient detail shall be given in the proposal to permit thorough analysis.

The proposal shall state also the basis for any change of Contract Time, or for a change in the time required for completion of any items of Work for which a specific completion time or date is set forth in the Contract, due to the Change Work or Extra Work. Sufficient detail shall be given in the proposal to permit thorough analysis.

The proposal shall state if the performance of such Change Work or Extra Work would result in any change in the time required for completion of any items of the Work as shown on Contractor's current construction schedule. A revised construction schedule shall be submitted with the proposal if any such changes are involved.

Engineer will analyze the proposal data, clarify as needed and, if necessary, attempt to reach agreement on the terms of the proposal through negotiations with Contractor.

Engineer will then determine one of the following:

1. A Change Order will be issued ordering Change Work or Extra Work, based upon the Contractor's proposal covering such Work, or on the proposal as modified by mutual agreement.
2. The proposed Change Work or Extra Work will not be performed under the Contract.

Change Work and Extra Work must be authorized through a Change Order or Field Order. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If, as determined by District, any Change Order causes a change in Contract Price or a change in Contract Time, an equitable adjustment will be made.

- c. Engineer may authorize minor Change Work not involving a change in Contract Price or Contract Time, which is consistent with the intentions of the Contract Documents. This will be accomplished by Field Order and shall be binding on District and on Contractor who shall perform the change promptly. If Contractor believes that Work under a Field Order justifies an increase in Contract Price or an extension of Contract Time, Contractor may make a claim as provided for in Paragraphs C-10 and C-11.

Engineer may also issue a Field Order for Change Work where, as determined, the time required for development and execution of a Change Order would result in delay or stoppage of the Work or would allow a hazardous condition to exist. In these cases, a Change Order will be developed as soon as possible to replace the Field Order.

Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in Contract Price or an extension of Contract Time.

It shall be solely the responsibility of Contractor to provide any notice to sureties of any change affecting the general scope of the Work or change in Contract Price or Contract Time.

- d. Any Change Work or Extra Work will be authorized by written orders to Contractor by Engineer, except that in the event of an emergency which Engineer determines endangers life or property and only in such an event, Engineer may issue oral orders to Contractor for any Work required by reason of such emergency. Any such oral orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

Contractor shall commence such Work so that all current Contract Time requirements will be met, except that in the event of an emergency which Engineer determines endangers life or property, Contractor shall commence such Work as required by Engineer.

- e. If the time required for completion of any items for which a specific completion date is set forth in the Contract is changed because of the performance of Change Work or Extra Work, an adjustment in the time for completion for the affected items will be made. The construction schedule shall be revised to reflect such adjustment and resubmitted for approval.

C-10 Changes of Contract Price

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

The Contract Price may be changed only by a Change Order. Any claim by Contractor for an increase in the Contract Price shall be based on written notice delivered to Engineer within 15 days after the occurrence of the event giving rise to the claim. Failing such notice, the claim shall be deemed to have been waived by Contractor. Notice of the amount of the claim with supporting data, shall be delivered within 45 days after such occurrence unless Engineer agrees in writing to allow an additional period of time. Any change in the Contract Price will be determined by Engineer.

- b. The basis for change of Contract Price through a Change Order shall be either Contract unit or lump sum prices, if applicable, or new unit or lump sum prices, unless otherwise specified.

If the basis of compensation proposed by Contractor for Change Work, or any part thereof, is not acceptable, and if a basis of compensation for such Work, or any part thereof, cannot be agreed upon, the basis of compensation will be determined by Engineer and set forth in the Change Order.

In the event that an agreement cannot be reached for the basis of compensation, such basis of compensation will either be as developed by Engineer (considering the character, location and extent of the Change Work and Contract unit or lump sum prices) or cost-plus as provided in Paragraph C-10(c).

If at any time after Contractor commences such Change Work, another basis of compensation for such Work, or any part thereof, is agreed upon, compensation will be made in accordance with such agreement. In any event Contractor shall keep accurate records of its actual costs for such Change Work.

If the Change Order in a situation where a basis of compensation must be determined by the Engineer, involves deletion of an entire item, or items of Work, payment will be made to Contractor for Work performed prior to the date Contractor was notified by Engineer in writing of such deletion. If acceptable

material for use in the deleted Work was ordered by Contractor prior to notification, and if the order for such material cannot be cancelled, as determined by Engineer, Contractor will be paid for such material. Upon such payment said material will become the property of District and District will arrange for its disposition at District expense. All payments to Contractor for material order's that cannot be cancelled will be on a cost-plus basis as provided in Paragraph C-10(c) below. If the order for said material can be cancelled, Contractor will be paid for only actual costs of ordering and canceling.

c. Any Work performed under the Contract on a cost-plus basis shall be in accordance with the following:

1. **Direct Labor Cost** - Payment shall be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, surveyors, office personnel, time-keepers and maintenance mechanics. The direct labor cost for foremen shall be proportioned to all of their assigned work and only that portion applicable to cost-plus Change Work or Extra Work shall be paid for such Work. The time charged to Change Work or Extra Work shall be subject to daily approval and no charges shall be accepted unless evidence of such approval is submitted by Contractor with its billing. Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of Change Work or Extra Work. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time, overtime premium and any other payroll additives required to be paid by Contractor by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Engineer. Overtime shall not be worked without prior written approval by the Engineer. No time or charges will be allowed except when the employees are actually engaged in the proper, efficient, and diligent performance or completion of the Change Work or Extra Work as authorized.
2. **Equipment Costs** - Payment for the rental and operation of the equipment furnished and used by Contractor shall be made for all construction and automotive equipment, except equipment or tools with a current new cost at point of origin of \$500 or less each.

Equipment time charged to Change Work or Extra Work will be subject to daily approval and no charges will be accepted unless evidence of such approval is submitted with Contractor's billing.

The equipment rental rates used shall be those rates listed in "Labor Surcharge and Equipment Rental Rates" as published by Caltrans, in effect as of the date of the Contract. These rates shall include the cost of fuel, oil,

lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Such rates shall not include costs for operating labor, which will be paid as provided in Paragraph C-10(c), Item (1) Direct Labor Cost, or for transportation of equipment to and from the location of Change Work or Extra Work. For equipment proposed to be used for which rental rates are not set forth in said publication, the rental rates shall be negotiated with Engineer and agreed upon in writing before such equipment is used on any Change Work or Extra Work.

When the operated use of equipment is infrequent and, as determined, the equipment need not remain at the Site continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of Change Work or Extra Work at Engineer's direction shall be paid for at a rate equal to the rental rate times the right of way delay factor in the above-referenced Caltrans publication.

Transportation costs for bringing equipment that will be used exclusively for cost-plus Work to the Site and for returning equipment to the point of origin, will be reimbursed to Contractor based on invoices, provided that prior written approval for such transport has been given by Engineer to Contractor.

3. **Material Costs** - Payment for the cost of materials furnished and used by Contractor in performing any Change Work or Extra Work shall be made, provided such furnishing and use of materials was as specifically authorized in a Modification and the actual use was verified by Engineer. Charges shall be the net cost to Contractor for such materials delivered at the Site and vendor's invoice shall accompany the billing along with verification by Engineer of use of such materials.
4. **Subcontract and Outside Service Costs** - Payment for Work and services subcontracted by Contractor in the performance of Change Work or Extra Work will be allowed only when both the Subcontractor and the terms of payment to such Subcontractor have been approved in writing before the Subcontractor starts to Work on Change Work or Extra Work. Such charges will be allowed at net cost to Contractor on the same basis as provided in Items (1) through (3) above.

Markups on Work performed by Subcontractors shall not exceed five percent (5%).

5. **Tools, Supplies, Overhead, Supervision and Profit** - Payment for use of tools and equipment with a current new cost of \$500 or less each and for

supplies, overhead, supervision and profit will be made in an amount determined as follows:

- a) For Work performed by Contractor an amount equal to the following percentages of Items (1), (2) and (3) above:

| | |
|--------------------|----|
| Direct Labor Costs | 20 |
| Equipment Costs | 15 |
| Material Costs | 15 |

- b) For Work performed by Subcontractor or through outside services an amount equal to the following percentages of Items (1), (2) and (3) above:

| | |
|--------------------|----|
| Direct Labor Costs | 25 |
| Equipment Costs | 15 |
| Material Costs | 15 |

No payment shall be made for cost-plus Work except as provided in Items (1) through (5) above. No payment shall be made for extended home office overhead costs. Any other costs for such Work shall be considered to be included in these payments.

C-11 Changes of Contract Time

- a. All time limits stated in the Contract Documents are of the essence of the Contract. The Contract Time may be changed only by a Change Order.
- b. If any Change Work or Extra Work requires a change of Contract Time, or in the time required for the completion of any items of Work for which a specific completion time or date is set forth in the Contract, an adjustment shall be made by Change Order to allow sufficient time for the required Work to be efficiently performed by Contractor, as determined by the Engineer.
- c. If Contractor's performance is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and without the fault or negligence of Contractor and which condition was not foreseeable by Contractor at the time the Contract was entered into, such as an act, omission or neglect of the District, or its representatives, or by acts of the public enemy, or by a war in which the United States of America is a participant, or by earthquakes affecting the Site or by area-wide strikes, fire, unusually severe weather, epidemics, or quarantine restrictions, Contractor shall, within ten (10) days after the commencement of any such delay,

give to Engineer written notice thereof and of the anticipated results thereof. Within seven (7) days after the termination of any such delay, Contractor shall file a written notice with Engineer specifying the actual duration of the delay and claim for increase of Contract Time. Failing to meet either of the above notice requirement the claim shall be deemed to have been waived by Contractor. If District determines that the delay was beyond the control and without the fault or negligence of Contractor and not foreseeable by Contractor at the time the Contract was entered into, the Contract Time will be extended in an amount equal to time lost due to such delay and the Contract will be modified by Change Order accordingly.

The Contract Time will not be extended if any such delay is attributed by Contractor to any Subcontractor(s) or Supplier(s) and District determines that the cause of the delay was not beyond the reasonable control or due to the fault or negligence of said Subcontractor(s) or Suppliers(s); or 1) the services, equipment or supplies involved were available in adequate time from other sources; 2) Engineer directed Contractor, in writing, to obtain such services, equipment or supplies from said other sources; and 3) Contractor failed to comply with such directions.

- d. When Contractor requests an increase of Contract Time for delay due to inability to obtain materials or equipment, its last written notice, as provided in Paragraph C-11(c), shall include the following:
1. Date Engineer was notified of delay.
 2. Date the delay began.
 3. Exact description of material or equipment causing delay.
 4. Documentation showing when and from whom ordered.
 5. Documentation of promised delivery schedule.
 6. Documentation of actual delivery schedule.
 7. Description of how late delivery caused delay (include current construction schedule).
 8. Documentation of measures taken to try and get prompt delivery.
 9. Documentation of attempts to get timely delivery from other sources.
 10. Description of steps taken to minimize effects of late delivery on progress of Work.
 11. Description of steps taken to stay within Contract Time after actual delivery.

12. Statement of actual days lost as a result of late delivery.

C-12 Right-of-Way – Construction Roads

- a. The right of way for the Work to be constructed under these Specifications will be provided by the District. Nothing herein contained, however, and nothing marked on the Plans, shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that Work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease Work and which shall continue; or, whether the Work on both contracts shall progress at the same time, and if so, in what manner. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineer to the Contractor so desiring, to the extent, amount, in the manner, and at the time permitted. No such decision as to the method or time of conducting the Work or the use of territory shall be the basis of any claim for delay or damage.
- b. Lands to be furnished by the District for construction operations will be specifically shown on the Plans or provided for in the Special Conditions. Should the Contractor find it necessary to use additional land for his purposes during the construction of the Work, he shall provide for the use of such lands at his own expense. A copy of each written agreement between the Contractor and affected landholder(s) for the use of additional lands shall be filed with the Engineer prior to the use of land.
- c. The Contractor shall construct and maintain all roads necessary to reach the various parts of the Work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by the Contractor.

C-13 Notice and Service Thereof

Any notice required or given under the contract shall be in writing, be dated, and signed by the party giving such notice or his duly authorized representative, and be served as follows:

- a. If to the District or the Engineer, by personal delivery or by deposit in the United States mail;
- b. If to the Contractor, by personal delivery to the Contractor or to his authorized representative at the site of the project or by deposit in the United States mail;
- c. If to the surety or any other person, by personal delivery to said surety or other person or by deposit in the United States mail;

- d. All mailed notices shall be in sealed envelopes, shall be sent by certified mail with postage prepaid, and shall be addressed to the addresses in the Contract Documents or such substitute addresses which a party designates in writing and serves as set forth herein; and,
- e. Any notice served in accordance with this Section C-13, shall be deemed received by the addressee seventy-two (72) hours after deposited, postage prepaid, in the United States mail.

Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

C-14 Personal Attention

The Contractor shall give his personal attention constantly to the faithful prosecution of the Work, and shall be present, either in person or by duly authorized and competent representative, on the site of the Work continually during its progress to receive directions or instructions from the Engineer. Whenever the Contractor is not present on any part of the Work, and where it may be desired to give instructions or directions, they may be given by the Engineer and they shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the Work in reference to which said instructions or directions are given.

C-15 Construction Program (Schedule)

Post-Award Schedule - Within five (5) days of award of Contract by the District, the Engineer will return the post-bid pre-award Construction Schedule to the Contractor. The Contractor shall modify the schedule to include any modifications, or changes and to reflect final phasing and scheduling of Work.

The Contractor shall complete these modifications within five (5) calendar days from date the schedule is returned to him and shall resubmit it for review. Upon receiving written notice from the Engineer that the schedule, as revised, has been accepted, it will then become the Construction Schedule by which the Contractor shall construct the Work and shall be subject to progress reporting, revision, and updating procedures implemented during the course of construction.

The initial Construction Schedule shall contain no Contract changes or delays which may have occurred during the interim submittal period. Changes shall be entered at the first update revision as specified under revisions to Construction Schedule produced below.

At any time during the progress of the project, if Contractor's progress has fallen behind the accepted Construction Schedule, Contractor shall take such corrective steps as may be required, including but not limited to, increasing the number of personnel, shifts, overtime operations, days of work, and amount of construction equipment until such time as the

Work is back on schedule, at no additional cost to the District. He shall also submit at the next weekly construction progress meeting such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained.

Revisions to Construction Schedule - The Contractor shall submit a revised Construction Schedule within five (5) days of the occurrence of any of the following:

- a. When delay in completion of any activity or group of activities indicates an overrun of the Contract time by thirty (30) working days.
- b. Delays in submittals, deliveries, or work stoppage are encountered which make re-planning or rescheduling of the Work necessary.
- c. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.

The revised Construction Schedule shall be submitted to the Engineer for review with a letter describing the reasons for submitting a revised Construction Schedule with any supporting documentation. The cost of revisions to the Construction Schedule resulting from Contract changes will be included in the cost for the change in the Work.

The cost of revision to the Construction Schedule not resulting from authorized changes in the Work shall be the responsibility of the Contractor.

C-16 Survey Requirements

Survey control for construction has been provided as shown on the Drawings.. Contractor shall be provided with adequate Survey Site Control to establish the grade, position and alignment to complete the construction project per the plans and specifications. Any grade stakes or reference points which may be lost or destroyed by the Contractor during the progress of his work shall be replaced at the Contractor's expense. Said reference staking and control staking shall be provided as follows:

Canal Grading:

One set of offset stakes with hubs on each side of the canal at on approximate 100' spacing shall be provided for the full length of the canal, on approximate 50' spacing in transition and curve areas, and at angle points, beginning of curves (BC) and end of curves (EC) and at the ends of each reach.

At least Two (2) site control points will be set for the. Contractor will be given coordinates and elevations of the control points for reference.

The Contractor shall be responsible for preserving permanent survey monuments and benchmarks. If any permanent or temporary survey monuments or benchmarks are lost or

disturbed and need to be replaced as set forth in Section 8771 of the California Business and Professions Code, such replacement shall be made by the Engineer at the expense of the Contractor.

The Contractor shall notify the Engineer at least five (5) working days before he will require survey services in connection with constructing any portion of the Work

Contractor shall compile and maintain all survey notes in an approved form and shall furnish to the Engineer one copy of said notes as they are compiled and, upon completion of Contract work, Contractor shall furnish to the Engineer all original survey notes.

C-17 Plans and Specifications

Plans furnished herewith are for bidding purposes. The Engineer will furnish the Contractor electronic copies of conformed Plans and Specifications. The Contractor shall have no claim for excusable delay on account of the failure of the Engineer to deliver necessary Plans or Specifications unless the Engineer shall have failed to deliver the same within two (2) weeks after receipt of written demand for the Plans and Specifications by the Contractor.

The Contractor shall keep one (1) copy of all current Plans and Specifications relating to the Work, in good order, available to the Engineer and his representatives, and convenient to the Site.

If the Contractor, in the course of the Work, finds any discrepancy between the Plans and the physical condition of the locality, or any errors or omissions in the drawings, or in the layout as given by points and instructions, it shall be his duty to inform the Engineer in writing, and the Engineer will promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk. All Plans, Specifications, and copies thereof furnished by the Engineer shall not be reused on other Work and, with the exception of the signed Contract sets, are to be returned to him, on request, at the completion of the Work.

The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the Plans and Specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.

It is intended that the information pertaining to conditions that may affect the cost of the Work will be shown on the contract drawings or indicated in the Specifications; however, the District does not warrant the completeness or accuracy of such information. The Contractor shall ascertain the existence of conditions that would affect the cost of the Work which would have been disclosed by a reasonable examination.

Existing improvements visible at the Site for which no specific disposition is made on the Plans but which could reasonably be assumed to interfere with the satisfactory completion of

the improvements contemplated by the Plans shall be removed and disposed of by the Contractor.

When deemed necessary by the Engineer, additional Detailed Drawings will be furnished to the Contractor during the progress of the Work.

C-18 Inspection of Work

- a. The State of California, the California Department of Water Resources, the US Bureau of Reclamation, North Kern Water Storage District, the District, the Engineer and their respective directors, officers, and their representatives shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any material, equipment or Work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the time fixed for inspection. Inspections by the Engineer will be made promptly and, where practicable, at the source of supply.
- b. Work performed without inspection or proper testing may be required to be removed and replaced under proper inspection and testing and the entire cost of removal and replacing, including the cost of District-furnished materials used in the Work, shall be borne by the Contractor, regardless of whether or not the Work exposed is found to be defective. Examination of questioned Work may be ordered by the Engineer and, if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the District will pay the cost of reexamination and replacement. If such Work is found to be not in accordance with the Contract Documents, Contractor shall pay such cost, unless he shows that the defect in the Work was caused by another contractor, and in that event the District will assume responsibility for such costs.
- c. The inspection of the Work shall not relieve the Contractor of his obligation to fulfill the Contract as herein prescribed or in any way alter the standard of performance provided by Contractor. Defective Work shall be made good and unusable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work or any part thereof shall be found defective, Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Engineer. If the Contractor shall fail or neglect to make ordered repairs of defective Work or to remove the condemned materials from the Work within ten (10) calendar days after direction by the Engineer in writing, the District may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any moneys due the Contractor.

- d. Contractor shall give Engineer timely notice of the Work for all required inspections, tests or approvals and shall cooperate with inspection and testing personnel to facilitate the required inspections or test.
- e. The Contractor shall furnish promptly, without additional charge, all facilities, labor and materials reasonably needed by the Engineer for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

C-19 Conditions Affecting Work

The Contractor shall be responsible for ascertaining the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the District. Except as expressly provided to the contrary in the Contract, the Contractor assumes all risk with respect to unforeseen difficulties which may be encountered in performance of the Work, including and without limiting the generality of the foregoing: obstacles, obstructions or adverse ground water conditions in or along the line of Work and variance of the quality or quantity of surface and subsurface materials from that which was assumed.

C-20 Compliance with Laws – Permits – Taxes

The Contractor is an independent contractor and shall, at his sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work, obtain all necessary permits and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for Social Security and Unemployment which are measured by wages, salaries or any remuneration paid to the Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. The Contractor shall also pay all property tax assessments on materials or equipment used until acceptance by the District. Without limitation, materials furnished and performance by the Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California.

The Contractor, upon request, shall furnish evidence satisfactory to the Engineer and/or to the District that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the District that he is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that he has, and will have, throughout the progress of the Work, the necessary experience, skill, and financial resources to enable him to perform this Contract.

C-21 Indemnification

- a. To the fullest extent permitted by law, the Contractor shall assume the defense of and indemnify and save harmless 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 Engineer, and their respective directors, officers and agents from any and all loss, damage, liability, claims or causes of action of every nature whatsoever for damage to or destruction of property, including the District's property, or for injury to or death of persons, including Contractor's employees, in any manner, including that alleged to have been caused by the negligence of the indemnitees or any of them, arising out of or incident to the performance of this Contract; provided, however, that the Contractor shall have no such obligation with respect to such of the foregoing as are actually caused by the sole negligence or willful misconduct of the indemnitees or any of them; and provided further, that the Contractor shall not be liable for damages resulting solely from error or omission in design which were not due to or contributed to by negligence or fault of the Contractor, his subcontractors, agents or employees.
- b. The Contractor shall at all times preserve and protect the Work installed and performed hereunder, and assume full responsibility for the condition thereof until final acceptance by the District. The Contractor shall be liable for any loss or damage to any Work in place and to any materials on the Site which may be caused by the Contractor, his employees, agents or guests. Any such damage shall be immediately repaired by the Contractor, and, upon failure to do so, the District may remedy the same and deduct the cost thereof from any amount due or to become due the Contractor.
- c. The Contractor shall assume the defense of and indemnify and save harmless 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 Engineer, and their respective directors, officers and agents against any and all liens, claims, demands and costs, including attorneys' fees, for labor and material furnished to the Contractor or any of his Subcontractors in connection with the performance of this Contract. In the event that the Contractor or any of his Subcontractors shall fail to pay for any material or labor used in the performance of this Contract, or any lien is filed against the said property, or any claim is asserted or action filed on any Bond, by any person claiming to have furnished labor or materials to the Contractor or any of his subcontractors in connection with the performance of this Contract, the District shall be entitled, at its option, to pay for said material or labor, or discharge any such lien, or to pay or settle any such claim or action and to deduct the amount so paid, together with any and all costs and attorney's fees incurred by or on behalf of the District in connection with any such payment, discharge, or settlement, from amounts due or to become due the Contractor hereunder. The District may also deduct from any amounts due or to become due to the Contractor, any other amounts owing by the Contractor to the

District, including the cost of any materials, labor, services, equipment or facilities supplied by the District as to which the Contractor has the obligation to supply the same hereunder. In the event that the balance which otherwise would be due the Contractor shall be insufficient to so reimburse the District, the Contractor shall pay the District any deficiency upon demand.

- d. The Contractor shall pay all royalties and license fees. Contractor shall, at his own cost, expense and risk, defend any and all suits or claims for infringement of any patent rights and shall save the District and its directors, officers, employees and agents harmless from loss on account thereof; except that the District shall be responsible for all such loss when a particular manufacturer is specified by it unless the Contractor has information that the process or article specified is or may be an infringement of a patent, in which case Contractor shall be responsible for such loss unless he promptly gives such information, in writing, to the Engineer.

C-22 Protection of Work Site, Existing Structures, Roadways, Utilities, Vegetation, and Private Property

- a. The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation.
- b. The Contractor shall open fences on or crossing the right of way and install temporary gates of sound construction thereon so as to prevent the escape of livestock (if applicable). Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the District or tenant of the property and, where practicable, the opening of the fences shall be in accordance with the wishes of said District or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the District or tenant by virtue of his fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain Work room, he shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Engineer. All cost of providing, maintaining and restoring gates and fencing shall be borne by the Contractor.
- c. The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at his own expense, shall provide adequate dust control for the right of way and take other preventive measures as directed by the Engineer.
- d. The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or his employees in the course of their employment,

whether such trespass was committed with or without the consent or knowledge of the Contractor.

- e. The Contractor shall see that the Site is kept drained and free of all ground water.
- f. The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.
- g. In the event of an emergency or unusual conditions endangering life, the Work, or adjacent property, the Contractor may, without special instructions or authorization, act at his discretion to prevent or eliminate such danger. Should the Engineer deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Engineer. The decision of the Engineer in this respect shall be final. Any claims for compensation made by the Contractor on account of emergency Work shall be determined by agreement.
- h. The Contractor shall be responsible for locating, removal, relocation and protection of all public and private utility facilities, including irrigation facilities, located on the site of the Project and the Contractor shall not be entitled to any extension of time or claim for damages or extra compensation in connection therewith. Provided however, if and to the extent that existing main or trunkline public utility facilities as defined by Government Code Section 4215 (“Public Utility Facilities”) are not identified in the Contract Documents, as between the Contractor and the District, the District will be responsible for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating Public Utility Facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such Work regarding said Public Utility Facilities, as the case may be, but the Contractor shall perform any such Work in conformance with applicable provisions of Paragraphs C-9 and C-10 if so directed by the Engineer. The Contractor will not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the District of the Public Utility Facilities to provide for removal or relocation of any Public Utility Facilities. If the Contractor, while performing the Contract Work, discovers utility facilities not identified by the District in the Contract Documents, he shall immediately notify the Engineer in writing.
- i. Subject to the provisions of Paragraph C-22(h), where the Work to be performed under the Contract crosses or otherwise interferes with existing streams, water courses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such water courses or pipelines and shall perform such construction during the progress of Work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the Work.

C-23 Workers and Wages

- a. **Character of Workers** – Only qualified, careful and efficient Workers shall be employed. When required in writing by the Engineer, the Contractor or any subcontractor shall remove from the Work any person who is, in the opinion of the Engineer, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, and shall not again employ such person on the Work except with the consent of the Engineer. Such removal shall not be the basis for any claim for compensation or damages against the District, or any of its officers or agents.
- b. **Convicts** – No convict labor shall be directly employed by the Contractor or any subcontractor in the performance of any Work done under this Contract.
- c. **Hours of Work** – Eight (8) hours of labor shall constitute a legal day’s work upon all the Work hereunder and the time of service of any worker employed by the Contractor or by any Subcontractor under him shall be limited and restricted to eight (8) hours during any one (1) calendar day, except that work performed by employees in excess of eight (8) hours per day and forty (40) hours in any one (1) calendar week will be permitted upon compensation for all hours worked in excess of said limitations at not less than one and one-half times the basic rate of pay or as otherwise may be required by applicable law. The Contractor and all Subcontractors under him shall keep record of hours worked as required by Section 1812 of the California Labor Code. As required by Section 1813 of the California Labor Code, the Contractor shall forfeit as a penalty to the District twenty-five dollars (\$25) for each worker employed in the execution of the Contract by him or by any Subcontractor under him for each calendar day during which such worker is required or permitted to work 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 this subsection.
- d. **Compliance with State Requirements for Employment of Apprentices** – The Contractor’s attention is directed to Section 1777.5 of the California Labor Code; provisions of said section pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any Subcontractor employed by him in the performance of Contract Work shall take such actions as necessary to comply with provisions of said Section 1777.5.
- e. **Wage Rates** – 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.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Article 2 (commencing at Section

1770), of the California Labor Code, the Director of the State of California, Department of Industrial Relations has ascertained the generally prevailing rate of per diem wages and the generally prevailing rates for legal holiday and overtime work in the locality in which the work is to be performed, for each craft or type of worker needed to execute the Contract. The Contractor and all Subcontractors under him shall pay not less than said specified rates to all workers employed in the execution of the Contract, a copy of which wage rate schedule 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. As required by Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the District, forfeit an amount determined by the Labor Commissioner, not more than fifty dollars (\$50), for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for work done under the Contract by him or by any subcontractor under him. The Contractor and all subcontractors under him shall keep records of wages paid as required by Section 1776 of the California Labor Code. The Contractor and each Subcontractor shall furnish the record specified in section 1776 of the California Labor Code to the Labor Commission in the manner required by section 1171.4 of the California Labor Code. The Contractor and each Subcontractor shall pay travel and subsistence payments to each worker needed to execute the Work required by the Contract, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the California Labor Code. The labor rates determined by the Department of Industrial Relations are set forth in a schedule located at the District office, and is available to any interested party upon request.

Prevailing wage schedules for Kern County are also available from the Department of Industrial Relations-Division of Labor Statistics & Research via the internet at www.dir.ca.gov. Davis-Bacon Act wages can be found at www.dol.gov.

- f. **Worker's Compensation Insurance** – In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Prior to commencing Work, Contractor shall sign and file with the District a certification 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 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.”
- g. **Labor Discrimination** – The Contractor’s attention is directed to Section 1735 of the California Labor Code. The Contractor agrees to comply with provisions of said section that read as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical

handicap, mental 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 the penalties imposed for a violation of this chapter.”

The Contractor’s attention is further directed to Section 1777.6 of the California Labor Code, and the Contractor agrees to ensure compliance with the provisions of said section which provide as follows:

“It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex or age, except as provided in Section 3077, of such employee.”

C-24 Clean-up

During the progress of the Work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of the Work and before the final Application for Payment is submitted, the Contractor shall at his own cost and expense remove from the vicinity of the Work all plants, buildings, rubbish, unused Work materials, concrete forms, and temporary bridging and other like material, belonging to him or used under his direction during construction. In the event of Contractor’s failure to do so, the same may be removed by the District after ten (10) calendar days notice to the Contractor at the expense of the Contractor. Where the construction has crossed yards or driveways, the yards and driveways shall be restored by the Contractor to the complete satisfaction of the Engineer at the Contractor’s expense.

C-25 Safety

- a. Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The duty of the Engineer to conduct construction review of the Contractor’s performance and the undertaking of inspections by the Engineer or the giving of instructions as authorized herein is not intended to include review of the adequacy of the Contractor’s safety measures in, on, or near the construction site and shall not be construed as supervision of the actual construction nor make the Engineer or the District responsible for providing a safe place for the performance of Work by the Contractor, Subcontractors, or Suppliers; or for access, visits, use, work, travel or occupancy by any person. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including crops, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- b. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and/or underground facilities (including districts and utility districts) when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
 - c. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.
 - d. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is fully completed and accepted. Such duties and responsibilities shall be extended, however, to include any time period in which warranty Work or other Work by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, remains in progress.
 - e. The Contractor shall have at the Site, copies or suitable extracts of Construction Safety Orders, issued by Cal-OSHA. The Contractor shall comply with the provisions of these and all other applicable laws, ordinances and regulations.

The Contractor shall submit to the District a copy of his permit for the project issued by Cal-OSHA, within ten (10) calendar days after the mailing of the Notice of Award and before the commencement of any operations.

- f. If there is any non-compliance with the Cal-OSHA Construction Safety Orders, the Contractor shall stop forthwith all affected Work until there is compliance in the opinion of the State Division of Industrial Safety. The District, Engineer, officers, employees, consultants, and agents of the aforementioned, shall not be liable for costs incurred by the Contractor due to work stoppage. The Contractor will not be eligible for an extension of time to complete the Work within the time set forth in this Contract due to the Work stoppage.

C-26 Accidents

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the Work. The Contractor must promptly report to the Engineer in a writing giving full details and statements of witnesses of all accidents whatsoever arising out of, or in connection with the performance of the Work, whether on or adjacent to the Site, which cause death, personal injury, or property damage. In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

C-27 Guarantee

In addition to warranties, representations and guarantees stated elsewhere in the Contract and in addition to any warranties implied by law, the Contractor unconditionally guarantees all Contractor furnished materials and workmanship furnished hereunder, and agrees to replace at Contractor's sole cost and expense, and to the satisfaction of the Engineer and the District, any and all materials which may be defective or improperly installed, whether such defects of material and installation are of patent or latent nature.

C-28 Special Controls

- a. **Traffic Control** – Contractor shall conduct his Work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained written permission from the owner and tenant of private property involved, to obstruct traffic at the designated point.

Where required by the authority having jurisdiction thereover that traffic be maintained over any construction Work in or around a public street, road, or highway, and the traffic cannot be maintained on the alignment of the original roadbed or pavement, Contractor shall, at his own expense, construct and maintain a detour around the construction Work. Each detour shall include all necessary barricades, guardrails, approaches, lights, signals, signs, and other devices and precautions necessary for protection of the Work and safety of the public.

- b. **Surface and Stormwater Control** – The Contractor shall divert or otherwise control surface water and waters flowing from existing projects or structures from coming onto its Work areas. The method of diversions or control shall be adequate

to ensure the safety of stored materials and of personnel using these areas. Following completion of Work under the Contract, ditches, dikes, or other ground alterations made by the Contractor shall be removed and the ground surfaces shall be returned to their former condition, or as near as practicable, in the Engineer's opinion. Surface and storm water that enters the Contractor's Work area shall be controlled, treated, and disposed in a lawful manner.

- c. **Dust Control** – The Contractor shall provide effective measures to prevent operations from producing dust in amounts damaging to personnel, property, District plant operations, plants, or animals, and to prevent causing a nuisance to persons living or occupying buildings in the vicinity.

Areas used by the Contractor for construction roads or other purposes in connection with the Work shall be given an approved dust inhibiting surface treatment to avoid production of dust. This surface condition shall be continuously maintained during the entire construction period. The Contractor's construction facilities shall be operated in a manner ensuring minimum dust production.

Trucks transporting soil, or cement, or debris shall be covered or moistened with water to suppress the dispersion of dust.

- d. **Light Abatement** – The Contractor shall exercise special care to direct floodlights to shine downward at an angle less than horizontal. These floodlights shall also be shielded to avoid a nuisance to the surrounding areas. No lighting shall include a residence in its direct beam. The Contractor shall correct lighting nuisance whenever it occurs.

- e. **Air Pollution Control** – The Contractor shall not discharge smoke, dust, or other air contaminants into the atmosphere in a quantity that exceeds the legal limit.

The Contractor shall maintain equipment in proper mechanical adjustment to minimize the volume of exhaust emissions.

- f. **Noise Control** – The Contractor shall conduct operations to abate noise wherever possible and to minimize noise where complete abatement is not possible.

To limit noise, construction vehicle equipment shall be kept in proper working order for the duration of the construction activities.

- g. **Restoration of Improvements** – Upon completion of the Work, the Contractor shall reconstruct existing roads to a condition equivalent to that which existed before the start of Work.

- h. **Security** – The Contractor shall prevent unauthorized personnel or vehicular entry into the project site.

The Contractor shall be responsible for providing security within the Site as the Contractor deems necessary for the protection of its own equipment, materials, or Work from vandalism or theft. District shall not be responsible for theft or damage to the Contractor's equipment, materials, or Work.

All staff working for or representing the Contractor, including Subcontractors, shall possess a valid California identification with a photograph of the staff member.

The Contractor shall provide the names of its lead persons, supervisors and all employees working on the project.

C-29 Products, Material and Equipment

- a. **General** – The word "Products" as used in the Contract Documents, is defined to include purchased items for incorporation into the Work regardless of whether specifically purchased for the Project or taken from Contractor's stock of previously purchased products. The word "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form Work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this Paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including "specialties", "systems", "structure", "finishes", "accessories" "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying, and erection of the Work.

- b. **Product Delivery and Storage** – The Contractor shall deliver and store the Work in accordance with manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft.
- c. **Transportation and Handling** – Products shall be transported by methods to avoid damage and shall be delivered in undamaged condition in manufacturer's unopened containers and packaging. The Contractor shall provide Equipment and personnel to handle Products by methods to prevent soiling and damage. The Contractor shall provide additional protection during handling to prevent marring and otherwise damaging Products, packaging, and surrounding surfaces.
- d. **Storage and Protection** – Products shall be stored in accordance with manufacturer's written instructions and with seals and labels intact and legible. Sensitive Products shall be stored in weather-tight climate controlled enclosures

and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's recommendations.

For exterior storage of Products, items shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering and ventilation shall be provided to avoid condensation.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure Products are undamaged and are maintained under required conditions.

Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

- e. **Maintenance of Products in Storage** – Stored Products shall be periodically inspected on a scheduled basis. The Contractor shall maintain a log of inspections and shall make the log available on request. The Contractor shall comply with manufacturer's Product storage requirements and recommendations. The Contractor shall maintain manufacturer-required environmental conditions continuously. The Contractor shall ensure that surfaces of Products exposed to the elements are not adversely affected and that weathering of finishes does not occur.

For mechanical and electrical equipment, the Contractor shall provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.

C-30 Payments to Contractor and Completion

- a. **Schedule of Values** – Within fourteen (14) calendar days after receiving the Notice to Proceed, the Contractor shall submit a detailed Schedule of Values to the Engineer for approval. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum.

Each lump sum bid item on the Bid Schedule must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the Contract Drawings and Contract Documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Proposal Bidding Schedule. The Contractor shall provide certification from the Subcontractors certifying the subcontract amounts.

b. Applications for Payment

1. An Application for Payment for each calendar month of Contract Work (but not more often than once a month), shall be submitted by the Contractor to Engineer for review covering the Work completed as of the date of the Application for Payment and accompanied by all supporting documentation as is required by the Contract Documents.
2. Contractor may apply for payment for materials and equipment to be used in the Work but not yet incorporated therein, which have been delivered to, and are suitably stored, at the Site. The application shall be accompanied by data satisfactory to District to establish District's title to such materials and equipment or otherwise protect District's interest, and shall be subject to approval by Engineer. Payment for such materials and equipment will not include any amount for Contractor's overhead or profit, or relieve Contractor of its obligation to protect and install such materials and equipment in accordance with the Contract Documents, or to restore damaged or defective Work involving such materials and equipment.
3. Beginning with the second Application for Payment, each Application for Payment shall be submitted with all release forms confirming that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. As provided in Section 7201 of the Public Contract Code, a five percent (5%) retention of payment will be withheld on all progress payments.
5. The provisions pertaining to the withholding of specified percentages of the Contract price, may, at the Contractor's request and expense, be satisfied by depositing with the District or State or Federally chartered bank as escrow agent, securities equivalent to the amount to be withheld. Securities eligible for investment include those listed in California Government Code Section 16430 and bank and savings and loan certificates of deposit.

c. Review of Applications

1. Engineer will, within five (5) days after receipt of each Application for Payment, either prepare a recommendation of payment and present to the District or return the Application of Payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. If the Application for Payment has been returned to the Contractor, the Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will represent by Engineer to District, that:
 - a) The Work has progressed to the point indicated; and
 - b) The quality of the Work is generally in accordance with the Contract Documents.
3. Engineer may refuse to recommend the whole or any part of any payment for any of the following reasons:
 - a) Any claims are filed against Contractor by District, Engineer, or third parties, or if reasonable evidence indicates the probability that such claims will be filed;
 - b) Contractor is in default of any Contract condition;
 - c) The Work is defective, or completed Work has been damaged, which will require that the Work be corrected or replace;
 - d) District has been required to correct defective Work or complete Work; or
 - e) The Contractor has failed to provide the required waivers and releases.

d. Payment Becomes Due

Partial payments will be made as the Work progresses and following the District's monthly Board meeting, or as soon thereafter as practical.

The Contractor is hereby notified that because of the need for payments to be reviewed by the District's Board of Directors and because the Board only regularly meets once a month, delays of as much as sixty (60) days may occur in Contractor's receipt of payment for progress pay estimates and the final pay estimate. The Contractor is urged to process his request for payment in a timely manner to minimize payment delays. The Contractor agrees that such a delay shall not entitle Contractor to any remedy provided for in the Contract Documents or law.

e. Reduction in Payment

1. The District may refuse to make payment of the full amount recommended by Engineer because:

- a) Claims have been made against District on account of Contractor's performance;
 - b) Stop notices or liens have been filed in connection with the Work;
 - c) There are other items entitling the District to a set-off against the amount recommended;
 - d) Failure of the Contractor to make payment properly to Subcontractors or for material or labor;
 - e) A reasonable doubt that the Contract can be completed for the balance then unpaid;
 - f) Damage to another Contractor, Subcontractor, Supplier, or Individual;
 - g) Failure of the Contractor to keep his Work progressing in accordance with the time schedule; or
 - h) Where Work on unit price items is substantially complete but lack clean-up and/or correction ordered by the Engineer.
2. If District refuses to make payment of the full amount recommended by Engineer, District will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. District shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by District and Contractor, when Contractor corrects to District's satisfaction the reasons for such action.

f. Substantial Completion and Final Review

1. When the Work has been completed and ready for its intended use, Contractor shall notify District and Engineer in writing that the Work is Substantially Complete and request that Engineer issue a certificate of Substantial Completion, which will be in the form of a letter.
2. When the Work has been Substantially Completed and the Contractor so notifies the Engineer in writing, the Engineer and Contractor will jointly make a Semi-Final Inspection and may prepare a Punch List. As a result of this inspection, the Engineer may determine that (1) the Work is not sufficiently complete to warrant a Semi-Final Inspection or the preparation of a Final Punch List, (2) the Work is sufficiently complete for the Engineer to prepare a Final Punch List but certain incomplete or Defective Work prohibits use of the Work for its intended purpose and therefore, the Work is

not Substantially Complete, or (3) that the Work is Substantially Complete and usable for its intended purpose and the Engineer can prepare a Final Punch List. In preceding cases 1 and 2, the Contractor shall continue the Work and call for a second Semi-Final Inspection when the Work is ready. In case (3), the Engineer will prepare a Final Punch List and a notice of Substantial Completion which shall establish the date of Substantial Completion and shall state the time agreed to by the District and the Contractor (not to exceed 30 days) in which the Contractor shall complete all Work ready for Final Inspection. The date of Substantial Completion shall be revised if necessary such that it is no more than 30 days prior to the actual date of Final Completion. The Engineer shall attach a copy of the Final Punch List to the notice of Substantial Completion. If the Contractor does not achieve Substantial Completion on the second attempt, it shall reimburse the District the cost of the Engineer's services for additional inspections.

3. When the Contractor has completed or corrected all the items on the Engineer's Final Punch List, the Contractor shall give the Engineer written notice that the Work is ready for Final Inspection and acceptance and the Engineer shall make a Final Inspection. If the Engineer finds the Work is not fully complete, it shall notify the Contractor of items still requiring completion or correction. The Contractor shall immediately correct these deficiencies and call for a re-inspection. When the Engineer finds to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspections, the Work is acceptable and fully complete in accordance with the Contract Documents, the Engineer will recommend that the District issue and file a Notice of Completion, designating Final Completion, and accept the Work in accordance with the terms and conditions of the Contract Documents. The Notice of Completion will be file once the Final Completion has been achieved.
4. The District shall file the Notice of Completion with the Kern County recorder's office within 10 days of acceptance of the Work and Final Completion. This will be the date when the Contractor is relieved from responsibility to protect the Work.
5. Contractor is herein put on notice and acknowledges that the date of the filing of the Notice of Completion is the date by which any liquidated damages will be computed for the Work as a whole and that the District is under no duty to place the Contractor on notice that Liquidated Damages are about to run, or have begun to run.

g. Partial Utilization

1. Prior to Substantial Completion of all the Work, District may use or occupy any Substantially Completed part of the Work which District and Engineer

agree constitutes a separately functioning and usable part of the Work that can be used by District for its intended purpose without significant interference with Contractor's performance of the remainder of the Work.

2. When provided for in the Contract Documents or agreed to in writing by the District and the Contractor, the District may notify the Contractor and begin using a portion of the Work even though the overall Work is not Substantially Complete. The Contractor, the District and the Engineer shall agree on and document responsibilities for security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that portion of the Work being used by the District. The District, the Contractor and the Engineer shall inspect such portion of the Work and shall prepare a list of Work to be completed or corrected before final acceptance. The District's use of any portion of the Work shall not constitute final acceptance of that portion of the Work prior to Final Completion and acceptance of the Work as a whole. Provided, however, the warranty for such Work will commence upon Substantial Completion for that portion of the Work that is Substantially Complete. The District shall allow the Contractor reasonable access to complete or correct Work in areas being used by the District. Partial beneficial occupancy shall not relieve the Contractor of liquidated damages unless the Contract Documents expressly provide for and identify the portion of Work that may be considered Substantially Complete before the remaining portions of the Work.

h. Final Payment

1. Application for Payment

- a) After Contractor has, in the opinion of Engineer, satisfactorily addressed all items in the Final Punch List and has delivered, in accordance with the Contract Documents, all operation and maintenance manuals, warranties, record drawings, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents etc. and other documents, Contractor may make application for final payment following the procedure for progress payments.
- b) The final Application for Payment shall be accompanied (except as previously delivered) by:
 - 1) All documentation called for in the Contract Documents;
 - 2) Consent of the surety, if any, to final payment;

- 3) A list of all claims against District that Contractor believes are unsettled; and
- 4) Complete and legally effective releases or waivers (satisfactory to District) of all lien rights arising out of or liens filed in connection with the Work.

2. Engineer's Review of Application and Acceptance

- a) If, on the basis of Engineer's observation of the Work during construction and Final Inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within five (5) days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to District for payment. At the same time Engineer will also give written notice to District and Contractor that the Work is acceptable. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- b) Neither the acceptance of the Work by the District nor the payment of all or part of the sum due the Contractor hereunder shall constitute a waiver by the District of any claim which the District may have against the Contractor or surety under this Contract or otherwise.

3. Payment Becomes Due

Final payment shall not be due until thirty-five (35) days after either the Notice of Completion has been recorded in compliance with the Code of Civil Procedure of the State of California or after such time as the Contractor has submitted all documents required in Paragraph C-30(h) and has addressed all items in the Final Punch List, whichever is later. The Contractor is hereby notified that because of the need for payments to be reviewed by the District's Board of Directors and because the Board only regularly meets once a month, delays of as much as sixty (60) days may occur in his receipt of payment for progress pay estimates and the final pay estimate. The Contractor is urged to process his request for payment in a timely manner to minimize payment delays. The Contractor agrees that such a delay shall not entitle Contractor to any remedy provided for in the Contract Documents or law.

C-31 Project Meetings

- a. **Pre-Construction Conference** – Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the District will arrange a preconstruction conference to be attended by the Contractor, Contractor's superintendent, the District, the Engineer or his representative, and representatives of utilities, major Subcontractors, and others involved in the execution of the Work.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the Construction Schedule (Critical Path Method format required), Shop Drawing submittals and processing, applications for payment and their processing, and such other subjects as may be pertinent for the execution of the Work.

b. **Progress Meetings**

1. The District may arrange and conduct progress meetings. These meetings shall be attended by the Engineer or his representative, Contractor, Contractor's superintendent and representatives of all Subcontractors, utilities, and others, that are active in the execution of the Work. The purpose of these meetings shall be to expedite the Work of any Subcontractor (if acceptable to the District) or other organization that is not up to schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work.
2. The agenda of progress meetings shall include review of progress and schedule, of payment request, of the latest Construction Schedule update, and of the record documents. To the maximum extent practicable, Contractor shall contact the District and Engineer at least twenty-four (24) hours in advance of the meetings regarding items the Contractor wishes to have added to the agenda.
3. Persons designated by the Contractor to attend and participate in project meetings shall have the authority to commit the Contractor to the resolution of problems as agreed upon in the project meetings.
4. A meeting will be held every week (unless the District determines otherwise) for the duration of the Project to review, evaluate, and discuss each Construction Schedule submittal. The location of the meetings shall be determined by the District prior to the first meeting.
5. The Contractor shall designate persons to attend these Construction Schedule review meetings who are familiar with the Construction Schedule and with the current construction problems and activities and with the logic of the Work sequences used in preparing the schedule and the updates.

6. On the last working day of every week, Contractor shall submit to Engineer, Contractor's plan of activities for the following two (2) weeks (a "two-week look-ahead schedule"). The plan of activities shall describe the activity and location of the activity. Failure to submit a two-week look-ahead schedule, shall subject the contractor to withholding of monthly progress payment for month that the schedule(s) was not submitted.

c. Progress and Schedule Review

1. The progress of the Work and the Construction Schedule shall be reviewed to verify:
 - a) Actual start and finish dates of completed activities since the last progress meeting.
 - b) Durations and progress of all activities not completed.
 - c) Reason, time, and cost data for Change Order Work that is to be incorporated into the Construction Schedule or payment request form.
 - d) Payment due to the Contractor based on percentage complete of items in the submitted payment request.
 - e) Reasons for, and duration of, required revisions in the Construction Schedule.
 - f) After each progress meeting, upon request the Contractor shall submit to the Engineer three (3) prints of the last accepted Construction Schedule, revised in accordance with the progress review.
 - g) If the progress meeting coincides with the beginning of the month when Applications for Payment are due, the Contractor shall have his copy of the payment request form and all other data required by the Contract Documents completed prior to the progress meeting. The Engineer will process Contractor's payment request after satisfactory review of the schedule update.

C-32 Record Drawings

- a. The Contractor shall maintain one record set of drawings at the Site. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented on the original Plans, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Plans. Said record

drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the Contractor's representation of as-built conditions, including all revisions made necessary by addenda and change orders shall be maintained up-to-date during the progress of the Work. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Record drawings shall be maintained up to date on a daily basis.

- b. Changes shall be marked directly on the drawings. Green color-coding shall be used when showing information deleted from Drawings. Red color-coding shall be used when showing information added to Drawings. Blue color shall be used for clouding an area or areas affected by the change(s). Information shall be legible and completely detailed. The level of detail shall be sufficient to allow a draftsman to incorporate the changes into a CAD file without reference to other documents besides the marked-up drawing(s). It is not acceptable to simply reference change directives or to mark drawings: "see RFI-XX" or "see survey notes". If there is insufficient space on a drawing to markup the change, the Contractor will be required to draw additional sketches to completely explain the change and attach the sketches to the drawing.
- c. The Engineer has the right to inspect the Contractor's marked-up drawings at any time to ascertain that they are being kept up to date and show sufficient details. The Engineer may require that all as-built records, survey field notes and other documentation be submitted at the completion of certain construction elements of the overall project. Should the Contractor's marked-up drawings, survey field notes, and other as-built documentation not be up to date or lack necessary details, the Engineer may withhold five percent (5%) from each monthly progress payment, until the drawings, survey field notes and other as-built documentation are brought up to date and properly detailed.
- d. Copies of the record drawings shall be submitted on upon completion of all Work.
- e. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by Change Order drawings or final Shop Drawings, and by including appropriate reference information describing the change orders by number and the Shop Drawings by manufacturer, drawing, and revision numbers.
- f. Record drawings shall be accessible to the Engineer at all times during the construction period.
- g. Final payment will not be acted upon until the record drawings have been prepared and delivered to the Engineer. Said up-to-date record drawings shall be in the form of a set of prints with carefully plotted information overlaid.

- h. Prior to final acceptance of the Work, the Contractor shall finalize and deliver a complete set of record drawings to the Engineer for transmittal to the District, conforming to the construction records of the Contractor. This set of record drawings shall consist of corrected drawings showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer into the record drawings will be assumed to be correct, and the Contractor shall be responsible for the accuracy of such information, and for any errors or omissions which may appear on the record drawings as a result.
- i. Contractor shall refer to Paragraph C-33 for requirements regarding Contract Closeout.

C-33 Contract Closeout

Prior to submitting the Final Application for Payment and issuance of the Final Payment, as described in Paragraph C-30(h), the Contractor must complete the Work described below.

- a. **Cleaning** – Throughout the period of construction the Contractor shall keep the Work site free and clean of all rubbish and debris, and shall promptly remove from the Site, or from property adjacent to the Site, all unused and rejected materials, surplus earth, concrete, plaster, and debris, excepting select material which may be required for refilling or grading.
- b. **Final Site Clean-Up** – Upon completion of the Work, and prior to final acceptance, the Contractor shall remove from the vicinity of the Work all surplus material, and equipment belonging to him or used under his direction during construction.
- c. **Waste Disposal** – The Contractor shall dispose of surplus materials, waste products, demolition materials, and debris. The Contractor shall transport and dispose of waste materials in accordance with applicable laws and regulations.
- d. **Project Record Documents** – The Contractor shall maintain at the Site, available to the District and Engineer, one copy of the Contract Documents, Plans, Change Orders, and other modifications in good order and marked to record all changes made during construction. These foregoing documents shall be delivered to the Engineer upon completion of the Work and will be known as Project Record Documents. Project Record Documents shall be reviewed during progress meetings to ascertain that all changes have been recorded. Contractor shall store Project Record Documents separately from other documents used for construction.
- e. **Touch-Up and Repair** – The Contractor shall touch-up or repair finished surfaces on structures, equipment, fixtures, or installations that have been damaged prior to final acceptance. Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar

small items, the item shall be replaced. Such items shall include, but not be limited to, the following:

1. Road surfaces (paved and unpaved)
 2. Structure concrete surfaces
 3. Equipment exposed surfaces
 4. Piping exposed surfaces
- f. **Final Equipment Check** – After test operation and before final acceptance, each piece of machinery shall be lubricated and all components and couplings checked for proper alignment and adjustment.

Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's and District's final review.

Provide submittals to District that are required by governing or other authorities.

Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

g. **Warranties**

1. Provide Manufacture's Equipment Warranties as required by these Specifications.
2. Execute and assemble documents from Subcontractors, Suppliers, and manufacturers.
3. Provide Table of Contents and assemble in binder with durable plastic cover.
4. Submit prior to final Application for Payment.
5. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

- h. **Record Drawings** – Refer to Section C-32.
- i. **Operation and Maintenance (O&M) Manuals**
 - 1. Provide four (4) original O&M manuals and one (1) electronic copy (in pdf) to the Engineer prior to final Application for Payment. All O&M manuals shall be provided in a three-ring binder, with tabs and an index describing the contents of the binder. One binder containing the O&M manual for each piece of equipment shall be furnished and be included in a separate binder. All O&M manual copies whose original pages are color shall be provided in color. The binder cover sheet shall include at a minimum: (1) the name of the project; (2) the contents of the binder; (3) the District's name; (4) the date; and (5) the volume number (i.e. Vol 1 of 2 etc.). One hardcopy of the O&M manual shall be provided to the Engineer and District for review prior to reproducing all four sets. Once the sample copy has been approved, the Contractor may proceed with preparing the four original sets.
 - 2. Operation and maintenance instructions shall include, at a minimum, the below listed data for each item of mechanical, electrical, and instrumentation equipment. All equipment manufacturers shall be made aware of these requirements and all associated costs shall be included in the costs for furnishing the equipment or system.
 - a) All information provided as part of the Shop Drawings.
 - b) All information required as part of equipment Specification Section.
 - c) Manufacturer's O&M manual customized for equipment provided. Cross out equipment not provided.
 - d) Bill of material listing every component of equipment listed by make and part number. An insufficient bill of materials shall result in O&M manual submittal rejection.
 - e) An itemized list of all data provided.
 - f) Name and location of the manufacturer, the manufacturer's local representative, the nearest supplier, and spare parts warehouse.
 - g) Equipment function, normal operating characteristics, and limiting conditions.
 - h) Recommended maintenance procedures during storage of equipment prior to installation and after installation but prior to start-up.

- i) Recommended installation, adjustment, start-up, calibration, and troubleshooting procedures.
 - j) Recommended lubrication, lubrication intervals, and an estimate of yearly quantity needed.
 - k) Recommended step-by-step procedures for all modes of operation. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions. Instructions shall include keystrokes and procedures required for adjusting control setpoints for equipment operation.
 - l) Complete internal and connection wiring diagrams of actual installation.
 - m) Equipment maintenance.
 - n) Test data and performance curves, where applicable.
 - o) Recommended preventive maintenance procedures and schedule.
 - p) Complete parts lists (bill of materials), by generic title and identification number (part number), with exploded views of each assembly.
 - 1) Every component shall be listed on the bill of material with its corresponding part number.
 - 2) A recommended spare parts list shall include generic title and identification numbers (part numbers).
 - q) Recommended spare parts and any special tools required.
 - r) Disassembly, overhaul, and reassembly instructions.
 - s) Factory and field test results (if applicable).
 - t) Manufacturer's contact information and local certified service representative's contact information.
3. Following completion of an item, instructions and procedures shall be modified by the Contractor to reflect field changes. In addition, the O&M manuals shall contain reproducible prints of the Contract record wiring diagrams, schematics, and installation drawings required. Information not applicable to equipment installed in the Work shall be excluded.

4. Individual O&M manuals shall be broken into sections and indexed. Under each section there shall be a description of the operation and maintenance, and installation instructions of each item. Sections shall be labeled and each item shall be sub-labeled. No acceptance of equipment will be made until the individual O&M manual has been approved. Contractor's copy of each individual O&M manual shall be available at the site of the Work for use by field personnel and the Engineer during start-up and testing of the equipment.

C-34 Satisfaction of Liens

If any liens or claims remain unsatisfied after final payment to the Contractor, the Contractor shall pay or refund to the District any money that the latter may be compelled to pay to discharge such liens and costs together with reasonable attorneys' fees incurred by the District in enforcing the Contractor's obligations hereunder.

C-35 Claims Against the District and Payment of Attorneys' Fees

In the event that any litigation of any nature between the District and the Contractor becomes necessary to enforce or interpret all or any portion of this Contract, it is mutually agreed that the prevailing party therein shall receive from the other, in addition to such sums as may be reduced to judgment, an amount sufficient to reimburse such prevailing party for reasonable attorneys' fees and litigation costs paid or owing as a result of such litigation.

C-36 Waiver of Interest in Certain Situations

The District shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies which the District is required to withhold by reason of judgment, order, statute or judicial process.

C-37 Assignments of Antitrust Actions

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the 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.

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (Chapter 2 [commencing

with Section 16700] of Part 2 of Division 7 of the Business and Professions code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

C-38 Notice of Latent or Hazardous Conditions

In accordance with Section 7104 of the Public Contract Code, where the Specifications require digging trenches or excavating deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- b. Subsurface or latent physical conditions at the Site differing from those indicated in the Plans and Specifications;
- c. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Specifications.

Upon receipt of written notice by the Contractor of such conditions, the District shall promptly investigate the conditions. If the District finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, the District will issue a change order under the procedures described in the Contract.

In the event a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause decrease or increase in the cost of or time required for performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, and Contractor shall retain any and all rights provided either under the Contract or by law which pertain to the resolution of disputes and protests between the District and the Contractor.

C-39 Claims

Claims by the Contractor shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed with the District on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.

For claims of less than fifty-thousand dollars (\$50,000), the District will respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claim or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

For claims greater than or equal to fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District will respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the District and Contractor. The District's written response to the claim, as further documented, will be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or request documentation, whichever is greater.

If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. and a lawsuit on the claim may be filed in the appropriate state court.

The court shall submit the matter to non-binding mediation. The parties are to select a mediator within fifteen (15) days of submittal to mediation, and the mediation must be commenced within thirty (30) days of the submittal to mediation.

If the matter remains in dispute, the case shall be submitted to judicial (non-binding) arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If either party objects to the arbitrator's award, the matter can then go to trial de novo in the trial court. Any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees as

provided by applicable law, pay the attorney's fees of the other party arising out of the trial de novo.

C-40 Contractor's License

Contractor, including all Subcontractors and Specialty Contractors, shall possess a valid California Contractor's license, of the required class for the Work to be performed and completed as required by the Project, the Contract Documents, and the Specification, at the time the Bid/Proposal is submitted and during the entire course of performance under the Contract. The following statement, in pertinent part, shall be included in at least 10-point type on all written contracts with respect to which the person is a prime contractor in accordance with Section 7030 of the California Business and Professions Code:

"Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826."

C-41 Department of Industrial Relations Registration

Pursuant to Labor Code Section 1725.5, all Contractors, including Subcontractors and Specialty Contractors, are to be registered with the Department of Industrial Relations in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public work contract. The foregoing are required to register with the Department of Industrial Relations prior to bidding, being included on a bid, or engaging in Work set forth herein. Said Registration shall be maintained by the Contractor at all times prior to and throughout the course of completion of the Project, and the cost and renewal thereof is to be the sole responsibility of the Contractor, Subcontractor, and/or Specialty Contractor.

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SECTION D

SPECIAL CONDITIONS

D-1 The Requirement

It is required that the Project be constructed in accordance with the Contract Documents. The Work is to be performed in Kern County, within the vicinity of Bakersfield, California.

D-2 Labor Compliance Program

1. The District will implement the provisions of a Labor Compliance Program (LCP) to monitor and enforce prevailing wage requirements. In this regard, by submission of this Bid or the execution of the Contract, or subcontract as appropriate, the Contractor, and Subcontractors, as appropriate, agrees to provide any and all information the District may need to be in compliance.
2. The LCP will be implemented by a third-party consultant that will strictly be focused on enforcing labor compliance. Type of monitoring activities will include but not be limited to the following: a) onsite inspections; b) visual monitoring of construction activities; c) interviews with field personnel; d) verification of Contractors and Subcontractors State License Board licensing and Workers Compensation Insurance; e) review and confirmation of monthly submittal/accuracy of certified payroll reports; f) inspection of time records and other source documents maintained by the Contractor and Subcontractors; and g) verification of compliance with LC 226 and other laws enforced by the Labor Commissioner.
3. The Contractor and its Subcontractors will be required to submit all of their Certified Payroll Records (CPR) to the Engineer and the third-party consultant at least monthly, or more frequently if required. In addition, The Contractor and its Subcontractors will be required to register online with the Department of Industrial Relations Compliance Monitoring at the following website: <https://efiling.dir.ca.gov/PWCR/> . Once registered, the Contractor and its Subcontractor's will upload CPRs to the eCPR system.
4. The District will provide the DIR Project ID # to the Contractor for the project. The Contractor and its Subcontractors will be required to submit all of their Certified Payroll Records (CPR) electronically to the Labor Commissioner using DIR's electronic certified payroll reporting system at least monthly, or more frequently if required.

5. The Department will undertake those activities it deems necessary to monitor and enforce compliance.
6. In the event of non-compliance, the District may withhold payment due to delinquent, inadequate, or untimely submission of CPR's. Additionally, if the DIR identifies any non-compliance, there may be some Civil wage and penalty assessments and BOFE citations that may be imposed by the regulating agencies.
7. The Contractor shall be responsible for monitoring the payment of prevailing wages by its Subcontractors by periodic review of the CPR's. If the Contractor becomes aware of non-compliance, the Contractor shall take corrective measures to rectify the non-compliance.
8. The Contractor shall be responsible for posting job site notices, as prescribed by regulation including per Labor Code Section 1771.4(a)(2) a copy of the prevailing wage determination for each craft, classification or type of worker needed to execute the Contract at the jobsite in accordance with Labor Code section 1773.2.
9. The Contractor is directed to the following website for additional information regarding the public works contractor responsibilities: <http://www.dir.ca.gov/Public-Works/publicworks.html>. Not all of the requirements have been presented herein and it is the Contractor's responsibility to become informed about the requirements.

D-3 Federal Grant Special Provisions

a. General

1. These special provisions shall apply to all Work performed on the Contract by the contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all Work performed on the Contract by piecework, station work, or by subcontract. The Work shall conform to the requirements of all governmental agencies having jurisdiction over the Work. Contractor shall also comply with all federal, state and local laws, ordinances, rules, regulations and orders under the Contract, including all licensing requirements and occupational, health, safety, employment and environmental laws. Such applicable laws, ordinances, rules, regulations and orders shall include, without limitation, those that are specifically incorporated into any Grant Agreement pertaining to the Work, which Grant Agreement and any amendments thereto the District will provide to Contractor following their execution. Contractor

shall bear all costs, expenses and liabilities related to any changes in the Work to conform to such laws, ordinances, rules, regulations and orders.

2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these special provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The special provisions shall not be incorporated by reference in any case. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with these special provisions.
3. A breach of any of the stipulations contained in these special provisions shall be sufficient grounds for termination of the Contract.

b. Disadvantaged Business Enterprises (DBE)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women business enterprises, and labor surplus area firms are used when possible. As part of the Bid Proposal, the Contractor shall complete and include the Good Faith Efforts Checklist for Disadvantaged Business Enterprises (DBE).
2. Affirmative steps shall include:
 - a) Placing qualified small and minority businesses and women's businesses 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 businesses enterprises;
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e) Using services and assistance of the Small Business Administration, and the Minority Business Development agency of the department of Commerce; and

- f) Requiring the Subcontractors to take the affirmative steps listed in paragraphs a) through e) above.

c. Contract Provisions

- 1. By submission of this bid, the execution of the Contract or subcontract, or the consummation of the Contract, as appropriate, the bidder, contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that it will comply with all applicable Contract provisions as described in this section below.
- 2. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
- 3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

- a) During the performance of the Contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

(2) 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, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of the said rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in Work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contractors and subgrants for construction or repair).
5. Compliance with the Davis-Bacon Act (440 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).
6. Compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor Regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$100,000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
7. Access by the grantee, the subgrantee, the Federal grantor agency, the Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

8. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
9. Compliance with all applicable standards, orders, or regulations 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). (Contracts, subcontracts, and subgrants of amounts in excess of \$150,000).
10. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and conservation Act (pub. L. 94-163, 89 Stat. 871).

d. Debarment and Suspension

1. By submission of this bid, the execution of the Contract or subcontract, or the consummation of the Contract, as appropriate, the bidder, contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that they will comply with all standards and policies contained in the Department of the Interior regulations at 2 CFR 180, Subpart C.

e. Drug-Free Workplace

1. By submission of this bid, the execution of the Contract or subcontract, or the consummation of the Contract, as appropriate, the bidder, contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that they will comply with all standards and policies contained in the Department of the Interior regulations at 2 CFR 1401-Government Requirements for Drug-Free Workplace, and 2 CFR 182.

f. Assurances and Certifications

1. By submission of this bid, the execution of the Contract or subcontract, or the consummation of the Contract, as appropriate, the bidder, contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that they will comply with all of the Assurances, SF 424B or SF 424D as applicable. All antidiscrimination and equal opportunity statues, regulations and Executive orders that apply to the expenditure of funds under federal Contracts.
2. The bidder, contractor, subcontractor, material supplier, or vendor, as appropriate, shall comply with Title VI of the Civil Rights Act of 1964, Title

IX of the Education Amendments of 1972, Section 504 of the rehabilitation Act of 1973, The Age Discrimination Act of 1975, and nay program-specific statues with anti-discrimination requirements.

3. The bidder, contractor, subcontractor, material supplier, or vendor, as appropriate, shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit reporting Act, The Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

g. New Restrictions on Lobbying

1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
2. By submission of this bid, the execution of the Contract or subcontract, or the consummation of the Contract, as appropriate, the bidder, contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that they will comply with all standards and policies contained in the Department of the Interior regulations at 43 CFR 18-New Restrictions on Lobbying, including the following certification:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf to any person for influencing or attempting to influence and officer of 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.
 - b) 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 the awarding of any 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 instructions.

h. Inspections

Reclamation shall have the right to inspect the Work being performed at any and all reasonable times during the term of the project.

i. Nondiscrimination

1. During the performance of this Project, the Contractors, its Subcontractors and Suppliers 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, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors, its Subcontractors and Suppliers shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractors, its Subcontractors and Suppliers shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference and made a part hereof as if set forth in full. Contractors, its Subcontractors and Suppliers shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractors shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform Work under the project.

j. Procurement of Recovered Materials

The District and its 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.

k. **Domestic Preferences for Procurements**

(a) As appropriate and to the extent consistent with law, the District should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of 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 subawards including all contracts and purchase orders for Work or products under this award.

(b) For purposes of this section:

(1) “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.

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

D-4 Description of Work

The description of work is as follows:

1. Furnish and install approximately 2 ½ miles of C900 PVC water main connecting 7 wells to the Friant Kern Canal at the NKWSD 88-05, 88-25 and 88-29 Canals.
2. Installing modifications to 7 wells connected to the PVC water main and modifying their current discharge pipes into the NKWSD canals.
3. Furnish and Install 3 permanent discharge structures connecting the new PVC water mains to the Friant Kern Canal.

The work is described in the Technical Specifications and individual sets of plans for the 2018 and 2020 Return Capacity Project.

D-5 Beginning and Completion of Work

- a. **General** – Unless otherwise ordered by the Engineer, as hereinafter provided, the Contractor shall begin the Work within ten (10) calendar days after issuance of the Notice to Proceed and in accordance with Paragraph D-5b below.

b. **Completion of Work**

The Contractor shall complete the Work by December 31, 2024.

Failure to perform and complete the Work within the time period described in Paragraph D-5b shall subject the Contractor to the assessment of liquidated damages provisions of Paragraph D-6.

D-6 Liquidated Damages for Delays

It will be impractical or extremely difficult to fix the actual damages to the District which may result from any delays in completion of the Work beyond the time agreed upon. It is, therefore, stipulated and agreed that if all of the Work is not completed on or before the expiration of the completion time or times specified in Paragraph D-5, or within such extensions of time as may be granted, the District may retain the sum of \$500 each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the District will sustain per day by the failure of the Contractor to complete the Work at the time stipulated, and this sum is not to be construed in any sense a penalty or forfeiture.

D-7 Qualifications of Bidders

The Contractor's attention is directed to Paragraph B-3 which requires that, in addition to certifying to financial ability to perform Contract Work, each bidder shall submit a statement verifying his experience in performing Work comparable to that required under the Contract. Bids will be considered only from general contractors who can demonstrate a record of experience satisfactory to the District. Under "Information Required of Bidder," each bidder shall submit with his proposal a listing of at least three projects constructed under the supervision of his organization during the past ten (10) years involving work of size and complexity comparable to that to be installed under these Contract Documents. In conformance with Paragraph B-12, it is further required that the Contractor shall perform with his own organization, work equivalent to at least sixty percent (60%) of the total Contract price. The cost of Contractor-furnished materials installed by labor carried on the Contractor's own payroll may be included in the above required sixty percent (60%).

D-8 Materials

a. **Materials Furnished by the Contractor** – Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, fuel, transportation and other facilities necessary for the execution and completion of the Work. All materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials, including the furnishing of written manufacturers' certifications of compliance with applicable designated governing reference specifications.

b. **Materials Furnished by the District**

No materials will be furnished by the District as part of the Contract.

- c. **Use of District Water** – The District does not make any guarantees as to availability of water from its distribution facilities in November, December, January, or February. Use of District water for Work and testing shall be made available by the District at a rate of \$240/acre-foot, subject to verification by the Contractor and determination of exact details as to location of delivery; cost and methods of obtaining and conveying water shall be the responsibility of the Contractor. It is the responsibility of the Contractor to furnish all water necessary for Contract Construction Work, including sufficient water for earthwork, fire protection, dust abatement and testing requirements.

D-9 Submittals

- a. **Schedule of Submittals** - Within ten (10) calendar days after the effective date of the Notice to Proceed, the Contractor shall submit a completed submittal schedule and list of products for all items requiring the Engineer's review and approval as follows:

1. Submittals, including description of the item and name of manufacturer, trade name, and model number.
2. Specification section reference.
3. Intended submission/resubmission dates.
4. Order release date.
5. Lead time to delivery/anticipated delivery date(s).
6. Highlight any items that require expedited review to meet the project schedule.

These schedules shall be presented in a form acceptable to the Engineer in both electronic and hardcopy and shall be updated. Identify all submittals that are required by the Contract Documents and determine the date on which each submittal will be submitted in conformance with the schedule submitted.

b. **Technical Submittals – General**

1. Each submittal shall contain material pertaining to no more than one equipment or material item, and shall have the specification section and applicable paragraph number clearly identified. Each submittal shall be sequentially numbered starting with the first one delivered. Re-submittals shall include the number of the original submittal plus the suffix ".1" for the first re-submittal, ".2" for the second re-submittal, etc. (e.g. submittal 3.0, 3.1, 3.2, etc.) Submittals not conforming to these requirements will be rejected.

2. Designation of Work "by others," if shown on Shop Drawings, shall mean that the Work will be the responsibility of the Contractor rather than the Subcontractor or Supplier who has prepared the Shop Drawings.
3. Submittals shall be submitted at least 30 calendar days before the specified installation date. Submittals will be acted upon by the Engineer as promptly as possible, and returned to the contractor not later than the time allowed for in Paragraph D-9c.1 below. The Contractor shall provide in his Construction Schedule the time for this review. If the Contractor is required by the Engineer to resubmit data, then the time required for the Contractor to prepare and resubmit such data, and the required time for Engineer review, shall not be a cause for delay in Contract completion or a cause for an extension of Contract time delay shall be assigned solely to the Contractor.
4. Additional costs of the Engineer's review beyond the second submission shall be borne by the Contractor. This applies to all submittals including Shop Drawings.
5. After a submittal has been reviewed and accepted, no changes or substitutions in that submittal will be allowed.
6. Shop Drawings and submittals will be reviewed for general conformance with the Plans and Specifications. The intent of the review is to determine if the Contractor is submitting materials and equipment which are in general conformance with the Contract Documents. Detailed review of dimensions, sizes, space requirements, coordination with other equipment, and other construction details is not performed. Engineer's review of submittals shall not relieve Contractor from responsibility for errors, omissions, or deviations, nor responsibility for compliance with the Contract Documents. The Contractor shall indicate on the submittal transmittal form any deviation, the reasons, and how the submittal deviates from the Contract requirements.

c. **Submittal Procedures**

1. The Contractor shall submit to the Engineer for review **one (1) electronic copy in pdf format** of each submittal (Shop Drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items furnished under the Contract, etc.). Only an electronic copy of each submittal with review comments will be returned to the Contractor. Shop Drawings shall be submitted in sufficient time to allow the Engineer not less than fifteen (15) calendar days for examining the Shop Drawings.

2. Unless otherwise specified, submittals shall be delivered to:

Grace Martin
Email: gemartin@geiconsultants.com
3. The Contractor shall prepare and maintain an accurate submittal log for the duration of the project. The log shall contain a listing of submittals and shall include the following information for each listed item:
 - a) Specification section reference
 - b) Projected submission date
 - c) Actual submission date
 - d) Projected need date for approval of the submittal
 - e) Actual return date from the Engineer
 - f) Notation of the Engineer's response
 - g) Notation if resubmittal or record copy is required
4. A separate letter of transmittal, in a form acceptable to the Engineer, shall be used to transmit submittals for each specific item or class of material or equipment. A sample letter of transmittal has been provided at the end of this Section.
5. Submittal of multiple items using a single letter of transmittal will be permitted only when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates review of the group or package as a whole. If multiple submittal items are transmitted under one transmittal letter, then the Contractor shall tab each individual submittal item in the package and provide a table of contents at the beginning of the submittal package.
6. The letter of transmittal for each submittal shall show the transmittal number, date of transmittal, project title, construction contract number, specifications section or drawing number to which the submittal pertains, brief description of the material or equipment submitted, and the company name or the originator of the submittal. Material descriptions shall include the following: type, size, trade name, manufacturer's/supplier's name, and other appropriate summarizing information. Submittal letters for Shop Drawing descriptions shall include the complete list of drawings/sheet numbers that are included in the submittal package. Each letter of transmittal shall be clearly marked to indicate the cases when the material is being submitted as a variation.
7. The transmittal number shall be indicated on every page of each copy of each submittal, and shall correspond to the number given in the letter of transmittal.

Only the first sheet of a bound set of originally published or printed brochures or catalogs shall be numbered.

- a) Submittals shall be consecutively numbered beginning with the number 1.
 - b) Multiple-page submittals (more than 25 pages) shall be collated into sets, and each set shall be put in a folder or bound before transmittal to the Engineer.
 - c) When material or equipment is resubmitted for any reason, a new letter of transmittal shall have the original submittal number followed by a decimal and a number corresponding to the number of resubmittal. An example is 50.2, where 50 is the submittal number and 2 is the number of times submittal 50 has been resubmitted. The letter of transmittal shall indicate that it is a resubmittal.
8. Shop Drawings shall be accurate and complete, and shall contain all required information, including satisfactory identification of items in relation to the Plans and Specifications.
 9. Shop Drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the Shop Drawings, or other approved means, that Contractor has checked and approved the Shop Drawings, and that the Work shown is in accordance with Contract requirements and has been checked for dimensions and relationship with Work of all other trades involved. Incomplete Shop Drawings and Shop Drawings that have not been checked by the Contractor will be returned to the Contractor for resubmission in the proper form.
 10. After review by the Engineer, the appropriate number of submittals will be returned to the Contractor appropriately marked. If major changes or corrections are necessary, the Shop Drawing shall be rejected and returned to the Contractor with the need for such changes or corrections indicated. The Contractor shall correct and resubmit rejected Shop Drawings in the same manner and quantity as specified for the original submittal. If changes are made by the Contractor (in addition to those requested by the Engineer) on the resubmitted Shop Drawings, such changes shall be clearly explained in a transmittal letter accompanying the resubmitted Shop Drawings.
 11. The review of Shop Drawings and catalog cuts by the Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details, coordination with other Work, space requirements, or for deviations from the Plans or Specifications, unless the Contractor has called attention to such deviations in writing by a letter accompanying the Shop

Drawings and the Engineer approves the change or deviation in writing at the time of submission; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the Shop Drawings.

12. The Contractor agrees that Shop Drawing submittals processed by the Engineer do not become Contract Documents and are not Change Orders; that the purpose of the Shop Drawing review is to establish a reporting procedure and to permit the Engineer to monitor the Contractor's progress and understanding of the design.
13. Submittals of substitutions, changes, and deviations shall be in accordance with this section and may be permitted subject to the following requirements:
 - a) The proposed substitution, change, or deviation is conspicuously marked on the Shop Drawings or data.
 - b) The corresponding line item on the letter of transmittal is conspicuously marked as a variation.
 - c) Proof shall be provided of the comparative quality and suitability of alternative equipment or materials for proposed substitutions. Description, information, performance data, and other information as may be required by the Engineer shall be submitted showing the equality of the materials or equipment offered to those specified.
 - d) A written explanation of the necessity for the proposed change or deviation shall be indicated in the Letter of Transmittal.
 - e) The Engineer will be the sole judge as to the comparative quality and suitability of alternative equipment or materials, and his decision will be final.
 - f) A sample substitution request form has been provided at the end of this Section.

d. Shop Drawing Requirements

1. General: Shop Drawings shall include catalog cuts, information schematic diagrams, and other submittals for both shop and field-fabricated items. The Contractor shall submit, as applicable, the following for all prefabricated or manufactured structural items, material, and equipment.
2. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary for construction. The foregoing shall include detailed "pour drawings" which shall show the

sequence of concrete placement, and the type, quantity and location of all embedment items (sleeves, anchor bolts, etc.).

3. For exposed and buried pipelines, submit a detailed layout of the pipeline with details of bends and fabricated specials, and furnish any other details necessary.
4. For electrical submittals, submit detailed information to show power supply requirements, MCC and control panel elevations, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.
5. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including Shop Drawings, anchorage requirements, manufacturer's recommended installation procedure, detailed installation drawings, performance data, test data and curves, operation and maintenance manuals, and other details necessary.
6. For architectural fabrication submit all data pertinent to the installation of the fabrications, including Shop Drawings, manufacturer's recommended installation procedure, detailed installation drawings, and other details necessary for operation and maintenance.
7. Installation or placing drawings for equipment, drives, and bases, include dimensions, size and location of connections to other Work, and weight of equipment.
8. Supporting calculations for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers. Include seismic restraint information and details.
9. Complete manufacturer's specifications, including materials description and paint system.
10. Seismic design calculations and restraint details for equipment and piping supports.
11. Samples of finish colors for selection.

e. **Review by Engineer**

1. One copy of each submittal will be returned to the Contractor marked with one of the following notations:
 - a) No Exceptions Taken

- b) Make Corrections Noted
- c) Revise and Resubmit
- d) Rejected – Resubmit
- e) For Informational Purposes Only

Returned copies of submittals marked with either notation (a) or (b) authorize the Contractor to proceed with the fabrication, installation or construction, or any combination thereof, covered by such returned drawings, provided that such fabrication, installation or construction shall be subject to the comments, if any, shown on such returned copies. Although fabrication may proceed on a notation (b), Contractor shall incorporate the comments, resubmit, and obtain notation (a) before release for shipment can be granted.

Returned copies of submittals marked with notation (c) shall be corrected as necessary and revised drawings shall be submitted in the same manner as before. Returned copies of drawings marked with notation (c) shall be resubmitted not later than ten (10) calendar days after date of transmittal by Engineer of such copies of such drawings.

Returned copies of submittals marked with notation (d) are found not acceptable. Submittals shall be corrected as necessary and be resubmitted in its entirety in the same manner as before. Returned copies of drawings marked with notation (d) shall be resubmitted not later than 7 calendar days after date of transmittal by Engineer of such copies of such drawings.

2. Engineer will review with reasonable promptness Contractor's submittals, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Engineer's review shall not extend to means, methods, techniques, sequences or procedures of construction, except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, or to safety precautions or programs incident thereto. Contractor shall make corrections required by Engineer.

Neither the Engineer's review or failure to review Contractor's submittals, nor the Engineer's authorization for Work to proceed, shall relieve Contractor of any of its obligations to meet all the requirements of the Contract, or relieve Contractor of the responsibility for the correctness of any items submitted, including full compliance with the Contract Documents, and the performance of the Work in a safe and satisfactory manner. Contractor shall, at its expense, make any changes in the design

which are necessary to make the Work conform to the provisions and intent of the Contract.

f. **Requests for Information**

1. Requests for information about the Contract Documents shall be directed by Contractor to Engineer using a Request for information (RFI) form. Such requests will not be accepted by the Engineer from a Subcontractor or Supplier.
2. A separate RFI form shall be used for each specific item for which information is required. Requests for information for more than one item using a single RFI form will be permitted only when the items are so functionally related that expediency indicates review of the group of items as a whole.
3. The Engineer will reply to the Contractor's request for information within seven (7) regular working days following receipt by the Engineer.

g. **Operation and Maintenance Manuals** – Refer to Section C-33(i) of the Specifications for information.

D-10 Temporary Use of Facilities

Subject to the approval of the District, the Contractor will be permitted to make temporary use of any available, District-owned land in the vicinity of the Site or storage areas and all such areas shall be returned to a neat and presentable condition as approved by the Engineer, upon termination of such usage.

D-11 Trade Names or Approved Equals

- a. Where shown in the Contract Documents, or whenever materials or other items are specified using the trade name or the name of a particular Supplier, the specification is intended to establish the type, function, appearance, craftsmanship and quality required. Unless the specification or description contains “Or-Equal” after the manufacturer/supplier name, no substitution is permitted, and the material must be supplied by the manufacturer or supplier as listed.
 1. **“Or-Equal” Items:** A proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a) It is at least equal in materials of construction, quality, durability, appearance, strength, craftsmanship and design characteristics;
 - b) It will reliably perform at least equally and achieve the results imposed by the design concept;

- c) It has a proven record of performance and availability of responsive service; and
- d) If approved and incorporated into the Work:
 - 1) There will be no increase in cost to the District or increase in Contract Time; and
 - 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

- a) If in the opinion of the Engineer an item of material or equipment does not qualify as an “or-equal” item, it will be considered a proposed substitute item. Below is a description of the steps that the Contractor must follow when submitting requests for substitution.
- b) Contractor shall submit sufficient information to the Engineer to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute. Requests for substitutions of material or proposed equipment will not be accepted by the Engineer unless it is submitted by the Contractor. Subcontractors or Suppliers shall not submit such requests.
- c) The Contractor shall submit a request to the Engineer requesting review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The written request:
 - 1) Shall demonstrate that the proposed substitute item will:
 - (a) Perform adequately;
 - (b) Be similar in substance to that specified; and
 - (c) Be suited to the same use as that specified.
 - 2) will state:
 - (a) Whether the use of such proposed substitute item require any changes in Contract price or Contract Time; and

- (b) Whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents.
- 3) And shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item.
- 4. Contractor shall submit a Substitution Request Form as provided by the Engineer when requesting any substitutions. The form must be filled out entirely. This form can be found at the end of this Section.

D-12 Soils Report

It is the Contractor's responsibility to carefully and independently examine the Contract Documents, including Plans and Specifications, as well as the Geotechnical Engineering Investigation prepared by Krazan and Associates, Inc. dated August 5, 2021 (soils report), and other matters provided by District or its representatives and any other matter that may be necessary to determine local conditions of the Project Site, visit the project site, and be fully informed of all conditions and limitations. A complete soils report is included in Appendix B of the Specifications. The District makes no representation or warranty regarding the accuracy or interpretation of information regarding local conditions contained in the Contract Documents, including Plans and Specifications, or other documents, including soils reports, provided by District or its representatives concerning the project site. It is expressly understood that the District will not be responsible for the accuracy of any soil data derived from the soils report, including indicated ground water levels, nor for any deduction, interpretation or conclusion drawn from such informational data.

D-13 Underground Facilities

- a. ***Shown or Indicated:*** The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to District or Engineer by the districts owners of such underground facilities, including District, or by others. Unless it is otherwise expressly provided in the Special Conditions:
 - 1. District and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
 - 2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a) Reviewing and checking all such information and data;

- b) Locating all Underground Facilities shown or indicated in the Contract Documents;
 - c) Coordination of the Work with the districts of such underground facilities, including District, during construction; and
 - d) The safety and protection of all such underground facilities and repairing any damage thereto resulting from the Work.
3. The Contractor shall expose and demarcate, prior to staking, earthwork, and excavation, all existing utilities and existing facilities which could be damaged by or conflict with the Work. Two working days' notice shall be given to the Engineer prior to commencing the Work. The Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600 at least two working days prior to any excavation work to identify any buried utilities within the proposed excavation area. Full compensation for all costs involved in locating, verifying, protecting, exposing, and otherwise providing for utilities shall be included in the amounts bid for the various items of work, and no separate payment shall be made therefore.
4. **Protection** - The Contractor shall not interrupt the service function or disturb the supporting base of any utility by disrupting any facility identified in the Plans and Specifications without authority from the District or order from the Engineer. Where protection of such facilities is required to ensure support of utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at the Contractor's expense. The Contractor shall develop and execute a workplan, subject to Engineer's approval to protect underground facilities. The Contractor shall be prepared at all times with labor, equipment, and materials to make repair on damaged mains or utility facilities. The Contractor shall immediately notify the Engineer and the utility district if he disturbs, disconnects or damages any utility. The Contractor shall bear the costs of repair or replacement of any utility facility described with reasonable accuracy in the Plans and Specifications which is damaged by the Contractor. No extra compensation will be made for the repair of any services or mains damaged by the Contractor, nor for any damage incurred if the neglect or failure of providing protective barriers, lights and other devices or means required to protect such existing utilities or facilities described with reasonable accuracy in the Plans and Specifications.
5. **Relocation** - When the Plans or Specifications provide for the Contractor to alter, relocate or reconstruct a utility, or landowner facility (pipeline, fence, etc.) all costs for such work shall be absorbed in the Contractor's bid or paid for at the unit price indicated. Temporary or permanent relocation or alteration of utilities desired by the Contractor for the Contractor's own

convenience shall be the Contractor's responsibility, and the Contractor shall make all arrangements and bear all costs. The Contractor may, for the Contractor's own convenience or to expedite the Work, agree with the District of any utility to disconnect and reconnect interfering service connections. The District shall not be involved in any such agreement, but the Contractor shall give the District written notice of such an agreement upon its execution.

b. Not Shown or Indicated

1. If an underground facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, identify the district of such underground facility and give written notice to District and Engineer. Engineer will promptly review the underground facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the underground facility. During such time, Contractor shall be responsible for the safety and protection of such underground facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any underground facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If District and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, District or Contractor may make a Claim therefore as provided in the contract specification.
3. Contractor shall develop and execute a work-plan, subject to Engineer's approval to protect underground facilities.
4. The Contractor shall expose, prior to staking and trenching, all existing utilities and existing facilities which may control proposed facility grades, and alignment. Two (2) working days' notice shall be given to the Engineer prior to commencing the Work. Full compensation for all costs involved in locating, verifying, protecting, exposing, and otherwise providing for utilities shall be included in the amounts bid for the various items of Work, and no separate payment shall be made therefore.

5. As specified in Government Code, Section 4215, the Contractor shall be compensated as Extra Work for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. As specified in Government Code, Section 4215, 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 district of the utility to provide for removal or relocation of such utility facilities.
- c. **Protection** - The Contractor shall not interrupt the service function or disturb the supporting base of any utility by disrupting any facility identified in the Plans and Specifications without authority from the District or order from the Engineer. Where protection of such facilities is required to ensure support of utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at the Contractor's expense.

The Contractor shall be prepared at all times with labor, equipment and materials to make repair on damaged mains or utility facilities. The Contractor shall immediately notify the Engineer and the Utility district if he disturbs, disconnects or damages any Utility. The Contractor shall bear the costs of repair or replacement of any utility facility described with reasonable accuracy in the Plans and Specifications that is damaged by the Contractor. No extra compensation will be made for the repair of any services or mains damaged by the Contractor, nor for any damage incurred if the neglect or failure of providing protective barriers, lights and other devices or means required to protect such existing utilities or facilities described with reasonable accuracy in the Plans and Specifications.

- d. **Relocation** - When the Plans or Specifications provide for the Contractor to alter, relocate or reconstruct a Utility, or landowner facility (pipeline, fence, etc.) all costs for such work shall be absorbed in the Contractor's Bid or paid for at the unit price indicated. Temporary or permanent relocation or alteration of utilities desired by the Contractor for his own convenience shall be his responsibility, and he shall make all arrangements and bear all costs. The Contractor may, for his own convenience or to expedite the Work, agree with the District of any utility to disconnect and reconnect interfering service connections. The District shall not be involved in any such agreement.

D-14 Site Access

As specified under Paragraph C-12, the District will provide the necessary right-of-way and access for construction of the facilities covered by these Specifications. Suitable access to the Project site is shown in the Notice To Bidders Of Voluntary Job Site Tour.

D-15 Not Used

D-16 Responsibility for Repair of Facilities

All existing District facilities or other public or private facilities, including but not limited to pipelines, structures, telephone or power cables, roadways and driveways and embankments disturbed by the Contract construction shall be repaired and replaced to match existing. In addition, the Contractor shall be responsible for any settlement damage to such facilities or adjoining areas, for a period of one (1) year after District acceptance of such repaired facilities.

D-17 Relief from Duty of Protecting Work

The Contractor's responsibility for protection of, and liability for, damage to the Work shall be as stated in the Contract Documents. However, the District may issue written permission to relieve the Contractor of the duty of maintaining and protecting portions of the Contract Work which have been completed in all respects in accordance with applicable requirements of the Specifications. Relief from the duty of maintaining and protecting any portion of the Contract Work shall not release the Contractor from his obligations under Paragraph C-22 of the General Conditions.

D-18 Guarantee and Maintenance Warranties

- a. In addition to any other warranties, representations and guarantees stated elsewhere in the Contract and any warranties implied by law, the Contractor guarantees the Work for a period of one (1) year after the date of acceptance of the work by the District. Acceptance of the Work by the District will be in the form of the fully-executed and recorded Notice of Completion, which will be filed with the Kern County Recorder's office.

The Contractor shall repair or remove and replace any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one (1) year period, without expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. In the event of a failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing, the District is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the District will not relieve the Contractor of the guarantees required by this Paragraph or elsewhere in the Contract Documents.

The performance bond and the payment bond shall continue in full force and effect for the duration of the guarantee period.

If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this Paragraph. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Paragraph, proceed to make such correction or provide such attention; the costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees required by this Paragraph or elsewhere in the Contract Documents.

No guarantee, whether provided in this Paragraph or elsewhere in the Contract, shall in any way limit the guarantee of any items for which a longer guarantee is specified, or any items for which a manufacturer or Supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or Supplier, and the Contractor shall furnish the District with all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided in this provision or elsewhere, shall in any way limit the liability of the Contractor or his sureties or insurers under the indemnity.

- b. In addition to any other warranties, representations and guarantees stated elsewhere in the Contract and any warranties implied by law, the Contractor agrees that, for a maintenance warranty period of three (3) years after the acceptance of the Work, the Contractor shall be responsible for the repair of all defects, leaks, or failures occurring in the pipe, pipe joints, and fittings (if applicable) from any cause whatsoever, except as hereinafter provided. The Contractor will be reimbursed the actual and necessary cost, plus twenty percent (20%) for profit and general expense of any Work or materials pertaining to repairs or replacements that are determined as not the responsibility of the Contractor.

The Contractor, upon notice from the District, shall promptly commence and diligently prosecute the repair of any defects, leaks, or failures that develop during the maintenance warranty period. The Work of repairing any defects, leaks, or failures includes the necessary excavation, pipe repair, backfill, and replacement of any appurtenances destroyed or disturbed by reason of such Work. Repairs as may be required shall be made by the Contractor in such a manner as to cause the least practicable interference with the use of the pipelines in service. The Contractor shall make necessary arrangements to have competent personnel and suitable equipment available so that repairs may be commenced within 48 hours after receipt of notice from the District.

The obligations of the Contractor under this Paragraph shall be enforceable against his surety or sureties for the Faithful Performance Bond under the Contract, and for one (1) year after final acceptance of all Work under the Contract. Prior to final payment under the contract, the Contractor shall furnish a maintenance warranty

bond in the penal sum of five percent (5%) of the total original Contract price, to assure performance of the Contractor's obligations under this Paragraph after the expiration of the obligation under the Performance Bond, for the remainder of the maintenance warranty period.

The maintenance warranty bond or the extended Faithful Performance Bond shall contain a clause specifically incorporating the requirements of this paragraph by reference or otherwise.

- c. The cost of furnishing the maintenance warranty bond shall be included in the prices bid in the schedule for other items of Work.
- d. The District's remedies, whether provided in this part or elsewhere in the Contract, shall be in addition to any other available legal and equitable remedies.

D-19 Access Roads and Staging Area

- a. The Contractor shall maintain access roads to and on the Site to provide for delivery of material and for access to existing and operating plant facilities on the Site. For a road to be considered adequately maintained, it shall be reasonably dust free.
- b. Adequately maintained access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the Site to provide access for maintenance and operation. Where such temporary roads cross, buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or work planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.
- c. The District will designate a storage area for Contractor's use while constructing the Project. It shall be the Contractor's responsibility and he shall bear all expense for any temporary fence and/or other security measures the Contractor may deem necessary for protection of the equipment and materials.
- d. The Contractor shall provide any additional temporary storage required for the protection of equipment and materials as recommended by manufacturers of such materials.
- e. Storage and protection:
 - 1. Materials and equipment shall be stored in accordance with Supplier's written instructions, with seals and labels intact and legible. Exposed metal surfaces of valves, fittings and similar materials shall be coated in accordance with manufacturers' recommendations to prevent corrosion.

2. Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials and equipment are undamaged and are maintained under required conditions.

D-20 Cooperation with Others

At all times the Contractor shall extend full cooperation to all others performing Work authorized by the District within or adjacent to Contract Work areas including all landholders performing necessary private work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by District employees. The Contractor shall have no claim for damages on account of interference. Exact methods of coordination of Work involving the Contractor and others will be as determined by the Engineer, whose decision will be final.

D-21 Fire Protection

The Contractor shall use all precautions to prevent fires and shall provide adequate facilities and equipment for extinguishing fires at no cost to the District. Waste disposal by burning will not be allowed at any time.

D-22 Excavation Safety Plan

- a. Not less than fourteen (14) calendar days before beginning excavation required under the Contract, the Contractor shall furnish to the Engineer for review working drawings of his excavation safety plan. Contractor shall not begin excavation until said plan has been reviewed by the Engineer.
- b. The excavation safety plan shall include all of the Contractor's excavation operations, and working drawings shall be a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. Plans varying from the shoring system standards established by the Construction Safety Orders of the Cal-OSHA or the Federal Safety Standards of the Department of Health, Education and Welfare, must be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards.

D-23 Claims for Extra Cost

If the Contractor claims that any instructions by Plans or otherwise that are issued after the Notice to Proceed involve extra cost under the Contract, he shall give the Engineer written notice thereof within ten (10) calendar days after the receipt of such instructions. No such claim shall be valid unless so made.

D-24 Field Verification of Existing Dimensions and Ground Profiles

Layout dimensions shown on the Plans are subject to change to meet field conditions and/or based upon the final in-place location of Contractor-furnished and installed facilities, as determined by Engineer. It shall be the responsibility of the Contractor to verify all pertinent dimensions, to ensure satisfactory fitting of all existing facilities with new Contract materials and equipment, and to insure that the proper earth cover is provided over all new and existing buried pipe. Depth of existing buried utilities shall be verified prior to construction.

D-25 Quality Control

All items specified under the Specifications shall be of the sizes, shapes and materials as specified herein. All materials shall be new, free from defects impairing strength, durability and appearance, shall be of the best commercial quality for the purposes specified and made with structural properties to withstand all stresses and strains to which they normally will be subjected. Items furnished, unless otherwise specified, shall be standard, approved products of recognized manufacturers and fabricated in accordance with the best shop methods. All incidental items and accessories not specified herein, but which are required to fully carry out the specified intent of the Work, shall be furnished without additional cost. Welding shall be in accordance with the latest revision of the Standard Code for Arc and Gas Welding in Building Construction as issued by the AWS. All welding shall be performed by certified welders qualified under the standard qualification procedures of the AWS. At all times, the manufacturer shall provide and maintain adequate inspection and quality control procedures for all items or Work, whether manufactured or fabricated in manufacturer's plant or elsewhere. In order to insure that all items of Work meet material quality and performance requirements of the Specifications, if so directed by the Engineer, for those items of Work manufactured or fabricated elsewhere than his plant, the Contractor shall furnish written certification that adequate supervision, inspection and quality control procedures have been provided.

D-26 Right to Operate Unsatisfactory Equipment

If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the District shall have the right to operate such unsatisfactory equipment and make reasonable use thereof until the equipment can be shut down for correction of defects without injury to the District.

D-27 Damage to Growing Crops

Contractor shall have the right to make temporary use of the Site, and in this regard, to remove or cut back any vegetation growing within the working area; provided that the Contractor shall make every reasonable effort to minimize damage to growing crops within the Site and if, in the judgment of the Engineer, Contractor shall have at any time caused unwarranted damage to such crops, the District may deduct from payments due the

Contractor pursuant to the Specifications the appraised value of crops judged by the Engineer to have been unnecessarily damaged. Nothing in this Paragraph shall be construed as relieving the Contractor from his obligations under Paragraph C-22 or other provisions of the Specifications. Specifically, the District reserves the right to have its agents or designees prune or remove from and replace in the Site trees or other plantings for the purpose of minimizing damages. No permanent crop shall be disturbed or removed without prior approval of the Engineer. The Contractor shall attempt to schedule construction to minimize damage and loss of crops.

D-28 Surveys

The Contractor shall provide all construction surveys necessary to perform the Work including as-built cross section and elevation profiles of the levees.

Survey reference and control staking for construction will be done by a Licensed Land Surveyor provided by the Contractor, at the Contractor's expense.

The Contractor shall be responsible for preserving permanent survey monuments and benchmarks. If any permanent or temporary survey monuments or benchmarks are lost or disturbed and need to be replaced as set forth in Section 8771 of the California Business and Professions Code, such replacement shall be made by the Engineer at the expense of the Contractor.

The Contractor shall have all surveys, including surveys for measurement and payment purposes, supervised by a surveyor licensed to practice land surveying in the State of California. The Engineer may spot-check the Contractor's surveys. Any discrepancies between the Contractor's survey and the Engineer's spot-check will be resolved between the Contractor and the Engineer. The Engineer will make the final determination in the event a satisfactory resolution is not obtained.

Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as District (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.

Contractor shall compile and maintain all survey notes in an approved form and shall furnish to the Engineer one copy of said notes as they are compiled and, upon completion of Contract Work, Contractor shall furnish to the Engineer all original survey notes. At the completion of the Work, Contractor shall submit a topographic map, sealed by the licensed surveyor who supervised the surveying, that includes locations of all permanent features within the Work Area.

D-29 Destruction of Boll Weevil Host Plants

The Contractor shall be responsible for ascertaining the current regulations of the State Department of Agriculture relative to destruction of “host” plants capable of sustaining the pink boll worm and boll weevil. When required by said regulations, the Contractor shall be responsible for the disposal or destruction of “host” plants or residue of “host” plants remaining within Contract right of way; methods of disposal shall be as applicable prescribed in said State regulations and as approved by the Engineer. The cost of all Work and materials as required for disposal or destruction of “host” plants and residue shall be borne by the Contractor.

D-30 Prevention of Water Pollution and Prevention of Air Pollution

The Contractor shall prepare and submit to the Engineer a Stormwater Pollution Prevention Plan (SWPPP) within 10 calendar days after the Notice to Proceed is issued. The Contractor shall maintain a copy of SWPPP onsite at all times and shall abide by the SWPPP throughout the duration of the Project. It will be the Contractor’s responsibility to 1) obtain, on behalf of the District, a Construction Storm Water Permit from the State Water Resources Control Board online via their website; 2) submit all the reports to maintain compliance; and 3) close out the Permit upon completion of the Work. Additionally, the Contractor shall take measures as necessary to effect water pollution control. Construction operations shall be so conducted as to prevent discharge of wastes and pollutants into surface waters and underground water sources. Such water pollution control measures shall be directed toward eliminating discharge, or averting accidental spillage, of such industrial and domestic wastes as oils, gasses, fuels, sewage, toxic materials, and other substances which may be hazardous to public health and welfare or harmful to fish and wildlife. The Contractor shall be responsible for compliance with the applicable State and local regulations for prevention and abatement of pollution of surface and underground water. The Contractor’s pollution control methods shall be subject to approval of the Engineer. The District shall have the right to require the Contractor, at his expense, to initiate and maintain such pollution control measures as deemed necessary to eliminate pollution of water caused by, or resulting from the contractor’s operation. No separate payment will be made for prevention of water pollution, the costs for all Work and materials required under this paragraph shall be borne by the Contractor.

The Contractor shall prepare and submit to the Engineer and all appropriate parties, a Site dust control and PM-10 Dust Management Plan within 10 calendar days after the Notice to Proceed is issued. The Contractor shall maintain a copy of said plan onsite at all times. The Contractor shall take measures as necessary to effect air pollution control. Construction operations shall be so conducted as to prevent generation of fugitive dust and dispersion of pollutants into the air. Such air pollution control measures shall be directed toward eliminating particulates and potentially toxic or harmful materials from becoming airborne and polluting the air, as these airborne substances may be harmful to public health and/or harmful to wildlife. The Contractor shall be responsible for compliance with the applicable State, regional (APCD) and local regulations for prevention and abatement of

pollution of the air and any associated reporting requirements. The Contractor's pollution control methods shall be subject to approval of the Engineer as well as applicable governmental entities with regulative power over air quality. The District shall have the right to require the Contractor, at his expense, to initiate and maintain such pollution control measures as deemed necessary to eliminate pollution of air (and/or nuisance or fugitive dust) caused by, or resulting from the contractor's operation. No separate payment will be made for prevention of air pollution, the costs for all Work and materials required under this paragraph shall be borne by the Contractor.

D-31 Landscape Preservation

- a. **General** – The Contractor shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Except where clearing is required for permanent works, for approved construction roads and for excavation operations, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. No special reseeded or replanting will be required under the Specifications; however, on completion of the Work, and in addition to the requirements of Section C and E relative to site clean-up operations, all Work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage, or defacing may occur as a result of the Contractor's operations, the same shall be repaired, replanted, reseeded, or otherwise corrected at the Contractor's expense.
- b. **Construction Roads** – The location, alignment, and grade of construction roads shall be subject to approval of the Engineer. When no longer required by the Contractor, construction roads shall be made impassable to vehicular traffic and the surfaces shall be scarified and left in a condition which will facilitate natural revegetation.
- c. **Contractor's Campsite** – The Contractor's camp, shop, office, and yard area shall be located and arranged in a manner to preserve trees and vegetations to the maximum practicable extent. On abandonment, all camp, storage, and construction buildings, including concrete footings and slabs, and all construction materials and debris shall be removed from the site. The camp area shall be left in a neat and natural appearing condition.
- d. **Borrow Areas and Quarry Sites** – The Contractor shall obtain locations of borrow areas for fill from District along with limits of borrow areas. Borrow pits and quarry sites shall be so excavated that water will not collect and stand therein. Before being abandoned, the sides of borrow pits and quarry sites shall be brought to stable slopes with slope intersections rounded and shaped to provide a natural appearance. All rubbish, Contractor's equipment and structures shall be removed from the Site.

Waste piles shall be leveled and trimmed to regular lines and shaped to provide a neat appearance.

- e. **Blasting Precautions** – No blasting is allowed.
- f. **Costs** – No separate payment will be made for Work or materials specified under this Paragraph. All costs therefore shall be borne by the Contractor.

D-32 Superintendence

- a. The Contractor shall submit a statement of the qualifications of its proposed superintendent to the Engineer for review. The statement shall include the superintendent's name, the name of each project that is the basis of the qualifications, each project site location, a brief description of each project, and the name and mailing address of the owner for each project.
- b. The Contractor shall assign a duly authorized and competent person continually on the site during the Work. The superintendent shall have not less than 7 years' experience as a contractor's general superintendent on heavy engineering work with not less than 4 years as a superintendent on projects with complexity and configuration similar to the Work described in the contract documents.
- c. If the superintendent is not deemed qualified or if the superintendent's performance on the Work is determined to be unsatisfactory by the Engineer, the superintendent shall be immediately removed from the project.
- d. The Contractor shall furnish to the Engineer a written statement of the qualifications of the proposed substitute superintendent if a substitute superintendent is required.
- e. A substitute superintendent shall meet the same requirements and shall be subject to approval by the Engineer.

D-33 Valley Fever – Notices to Employees

A special biological problem of the Project area is the presence of tiny organisms living in the soil which can cause Valley Fever (coccidioidomycosis) in humans. As is typical of many desert areas in the southwestern United States, Valley Fever is endemic to Kern County. Although everyone living in the valley has some contact with the disease-causing organisms, the illness is especially hazardous to those whose work brings them into close contact with the soil, as for example, agricultural and construction workers. The Contractor and all his Subcontractors shall advise all their employees, in writing, of the dangers of Valley Fever, and of precautions which can be taken such as wearing dust masks while working under dusty conditions.

D-34 Special Environmental Requirements

a. Cultural Resources Requirements

1. If cultural resources are identified during Project-related ground-disturbing activities, all potentially destructive work in the immediate vicinity of the find should cease immediately and the District should be notified. In the event of an inadvertent discovery, additional CEQA review might be necessary to make a determination on a properties' eligibility for listing in the CRHR and any actions that would be necessary to avoid adverse effects. A qualified archaeologist should assess the significance of the find, make a preliminary determination, and if appropriate, provide recommendations for treatment. Any treatment plan should be reviewed by the District prior to implementation. Ground-disturbing activities should not resume near the find until treatment, if any is recommended, the find is complete or if the qualified archaeologist determines the find is not significant.

2. If human remains are found, the District should be immediately notified. The California Health and Safety Code requires that excavation be halted in the immediate area and that the County coroner be notified to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code, Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, the coroner must contact the Native American Heritage Commission (NAHC) by telephone within 24 hours of making that determination (Health and Safety Code, Section 7050.5[c]). Once notified by the coroner, the NAHC shall identify the person determined to be the Most Likely Descendant (MLD) of the Native American remains. With permission of the legal landowner(s), the MLD may visit the site and make recommendations regarding the treatment and disposition of the human remains and any associated grave goods. This visit should be conducted within 24 hours of the MLD's notification by the NAHC (PRC Section 5097.98[a]). If a satisfactory agreement for treatment of the remains cannot be reached, any of the parties may request mediation by the NAHC (PRC, Section 5097.94[k]). Should mediation fail, the landowner or the landowner's representative must reinter the remains and associated items with appropriate dignity on the property in a location not subject to further subsurface disturbance (PRC, Section 5097.98[b]).

b. Biological Resources Requirements

1. An Environmental Awareness Program will be presented to all Project personnel working in the field before Project activities begin. The program will be presented by a qualified biologist with knowledge of special-status wildlife that could occur on the Project sites. The program will address each

species biology and habitat needs; status of each species and their regulatory.

2. To prevent wildlife entrapment during construction, all excavated, steep-walled holes or trenches more than 2 feet deep will be covered with plywood or similar material at the end of each workday. If the trenches cannot be closed, one or more escape ramps of no more than a 45-degree slope will be constructed of earthen fill or created with wooden planks. All covered or uncovered excavations will be inspected at the beginning, middle, and end of each day. Before trenches are filled, they will be inspected for trapped animals. If a trapped or injured animal is discovered, Project activities will stop, and escape ramps or structures will be installed immediately to allow the animal(s) to escape.
 3. All construction pipes, culverts, or similar structures with a diameter of 4 inches or more that are stored at a construction site for one or more overnight period will be thoroughly inspected for wildlife before the pipe is buried, capped, or otherwise used or moved in any way. Pipes laid in trenches overnight will be capped. If an animal is discovered inside a pipe, the pipe will not be moved, and the animal will be allowed to leave on its own.
 4. All food-related trash items such as wrappers, cans, bottles or food scraps generated during Project activities will be disposed of in closed containers and removed daily from the Project site. No deliberate feeding of wildlife will be allowed, and no domestic pets associated with Project personnel will be permitted on the Project site.
 5. A District-qualified biologist will conduct a pre-construction survey to determine the potential for blunt-nosed leopard lizard, Tipton kangaroo rat, San Joaquin kit fox, burrowing owl, Swainson's hawk, other special-status birds, and common raptors to occur in the action area. If suitable habitat or sign of presence is observed, a protective buffer or exclusionary zone may be established and implemented. The size of the buffer and/or exclusionary zone will depend on type and intensity of Project disturbance, presence of visual buffers, and other variables that could affect the species to disturbance.
- c. **Protections and measures required to reduce impacts to the species during Project construction.**
1. Environmental Requirements – In addition to all other applicable provisions of these Specifications, the Contractor shall:
 - a) Control of fugitive dust is required by San Joaquin Valley Air Pollution Control District Regulation VIII. The Contractor shall

implement all of the following measures as identified by San Joaquin Valley Air Pollution Control District:

- Apply water to unpaved surfaces and areas
- Use non-toxic chemical or organic dust suppressants on unpaved roads and traffic areas
- Limit or reduce vehicle speed on unpaved roads and traffic areas
- Maintain areas in a stabilized condition by restricting vehicle access
- Install wind barriers
- During high winds, cease outdoor activities that disturb the soil
- Keep bulk materials sufficiently wet when handling
- Store and hand material in a three-sided structure
- When storing bulk material, apply water to the surface or cover the stage pile with a tarp • Do not overload haul trucks. Overlanded trucks are likely to spill bulk materials
- Cover haul trucks with a tarp or other suitable cover. Or, wet the top of the load enough to limit visible dust emissions
- Clean the interior of cargo compartments on emptied haul trucks prior to leaving the site • Prevent track-out by installing a track-out control device
- Clean up track-out at least once a day. If along a busy road or highway, clean up track-out immediately
- Monitor dust-generating activities and implement appropriate measures for maximum dust control

D-35 Other Special Construction Conditions

- a. **Groundwater Conditions** – The Contractor shall have full responsibility for evaluation of available data, including logs of exploration, and development of any necessary additional information on groundwater condition at construction site(s) and for draining and dewatering the sites of any groundwater or surface water during execution and completion of the Contract Work.
- b. **Existing Uses of Lands and Roads** – In addition to all other applicable provisions of these Specifications, the Contractor shall:
 1. Effectively secure and protect adjacent property, structures, livestock, crops and other vegetation;

2. Exercise extreme care during construction to prevent damage from dust to crops and adjacent property;
 3. Be responsible for all damage to any property resulting from trespass by the Contractor or his employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor;
 4. See that the Work site is kept drained and free of all surface and ground water;
 5. Be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas;
 6. Maintain all existing roadways, roadway traffic, and irrigation or other water utilities and utility crossings, in an adequate and safe manner to meet all existing service requirements and shall not interfere with any roadway or utility system without prior written permission of the district/operator thereof, and only for any time period permitted by said district/operator; and
 7. Provide for all water courses, ditches and pipelines and perform the construction Work so that no damage will result to either public or private interests, and be liable for all damage that may result from failure to so provide during the progress of the Work.
- b. **Existing Facilities** – Existing facilities are owned, operated, and maintained by the District; Southern California Gas Company, Southern California Edison, PG&E, Frontier Communications, and AT&T may have utilities located contiguous to the project site.
1. The Contractor shall not obstruct or inhibit the ability of any of the aforementioned utility companies to access, operate, and maintain their facilities on or adjacent to the project site.
 2. The Contractor shall be responsible for contacting and coordinating with the appropriate party prior to conducting Work within 10' of existing facilities.
 3. The Contractor shall, at all times, protect in place the existing facilities. The contractor shall be solely liable in any instance of physical or liquidated damages that occur during construction.

D-36 Specification Drawings

The location of the Work, its general nature and extent, and the form and general dimensions of all appurtenant works are shown on the Plans to be attached to and made a part of these Specifications.

Drawings applicable to the Work described in the Contract Documents are listed on the front page of the Plans.

D-37 Noise During Construction

In accordance with Kern County Code of Ordinances, title 8, Chapter 8.36, noise during construction is allowed between the hours of 6 a.m. and 9 p.m. during the weekdays, and between the hours of 8 a.m. and 9 p.m. on the weekends. Should the contractor work for extended hours during the week, or work weekends or holidays, prior written notice should be provided to the District.

D-38 Permits, Licenses, Approvals, and Legal Obligations

1. Contractor shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Project.
2. Without limiting the foregoing, Contractor shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this project.

****END OF SECTION****

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LETTER OF TRANSMITTAL

SUBMITTAL NO.: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE: _____

FAX: _____

TO: _____

DATE: _____

CONTRACT NO: _____

PROJECT: _____

SPEC. NO: _____

WE ARE SUBMITTING THE ENCLOSED:

- SHOP DRAWINGS EQUIPMENT DATA MATERIAL DATA
 SAMPLES CERTIFICATES OF COMPLIANCE OTHER

FOR YOUR:

- APPROVAL INFORMATION

PLEASE RETURN _____ COPIES FOR OUR RECORDS

| ITEM NO. | DESCRIPTION OF ITEM | NO. OF COPIES | CONTRACT REFERENCE SPEC. SECTION OR DRAWING SHEET NO. | VARIATION |
|----------|---------------------|---------------|---|-----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

REMARKS: All deviations from the construction contract shall be explained in detail.

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.

NAME/SIGNATURE OF CONTRACTOR _____

SUBSTITUTION REQUEST FORM

TO: GEI Consultants, Inc.

PROJECT: Specifications No. NK-622-623, 2018 and 2020 Return Capacity Project

We hereby submit for your consideration the following product instead of the specified item for the above project:

| SECTION: | PARAGRAPH: | SPECIFIED ITEM: |
|----------|------------|-----------------|
| _____ | _____ | _____ |

Proposed Substitution: _____

Reason for Substitution: _____

- Attach:
- 1) Complete technical data, including laboratory tests, if applicable.
 - 2) Complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Fill in Blanks Below:

A. Does the substitution affect dimensions on Drawings?

B. Will the undersigned pay for changes to the project design, including engineering and detailing costs caused by the requested substitution?

C. What affect does substitution have on other trades?

D. Differences between proposed substitution and specified item?

E. Manufacturer's guarantees of the proposed and specified items are:

____ Same ____ Different (explain on attached sheet)

The undersigned states that the function, appearance, and quality are equivalent or superior to the specified item.

Submitted By: _____

Signature _____

Firm _____

Address _____

Date _____

Telephone _____

| For Use by Design Consultant |
|---|
| Accepted Accepted as Noted Not Accepted Received Late By _____ _____ |
| Date _____ |
| Remarks _____ |