



KERN COUNTY WATER AGENCY

Stuart T. Pyle Water Resources Center

3200 Rio Mirada Drive
Bakersfield, California 93308

Notice of BOARD OF DIRECTORS MEETING

April 24, 2025

Conference Line: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 863-465-805#

<https://global.gotomeeting.com/join/863465805>

REVISED AGENDA

- I. Call to order – 12:00 p.m.
- II. Oath of Office for Division 1
- III. Report of the General Counsel
 - A. Authorization for Closed Session regarding:
 1. Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9, subdivision (a)):
 - a. Applications Filed for Kern River Water
 - b. California Department of Water Resources v. All Persons Interested in the Matter of the Contract Extension Amendments
 - c. North Coast Rivers Alliance, et al. v. California Department of Water Resources (COA CEQA)
 - d. California Department of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds
 - e. Rosedale-Rio Bravo Water Storage District, *et al.* v. Kern County Water Agency, *et al.* (CVC Issues)
 - f. Kern Delta Water District, *et al.* v. Rosedale-Rio Bravo Water Storage District (Onyx CEQA)
 - g. Rosedale-Rio Bravo Water Storage District v. Buena Vista Water Storage District, *et al.* (Onyx Water Rights)

- h. California Sportfishing Protection Alliance, *et al.* v. California State Water Resources Control Board, *et al.*, Sacramento County Superior Court, Case No. 34-2021-80003761 (2021 Order Re Temporary Urgency Change Petition)
- i. California Sportfishing Protection Alliance, *et al.* v. State Water Resources Control Board, *et al.*, Sacramento County Superior Court, Case No. 34-2021-80003763 (2021 Order Re Shasta Temporary Management Plan)
- j. California Water Impact Network v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003492; North Coast Rivers Alliance v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003491 (Water Management Tools)
- k. Pacific Coast Federation of Fishermen's Associations, *et al.* v. Ross,, E.D. Cal., Case No. 1:20-cv-00431 & California Natural Resources Agency, *et al.* v. Ross, *et al.*, E.D. Cal., Case No. 1:20-cv-00426 (Long-term Operations)
- l. State Water Board Cases, Sacramento County Superior Court Case No. JCCP 5013 (Water Quality Control Plan Phase 1 Litigation)
- m. Oroville Dam Cases, Sacramento County Superior Court Case No. JCCP 4974
- n. Long-term State Water Project Operations Cases, Sacramento County Superior Court Case No. JCCP 5117
- o. Temporary Applications Filed for Kern River Water
- p. Bring Back the Kern, *et al.* v. City of Bakersfield, *et al.*, Kern County Superior Court Case No. BCV-22-103220
- q. Delta Conveyance Project Litigation, Court Case No. 24WM000017
- r. California Sportsfishing Alliance, *et al.* v. California Department of Water Resources and California Department of Fish and Wildlife, *et al.*, Sacramento County Superior Court Case No. 24WM000181; Tehama-Colusa Canal Authority, *et al.* v. California Department of Water Resources and California Department of Fish and Wildlife, *et al.*, Sacramento County Superior Court Case No. 24WM000183; San Francisco Baykeeper, *et al.* v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000185; and Central Delta Water Agency and South Delta Water Agency v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000186 (2024 Incidental Take Permit Litigation)
- s. Mass X, Inc. v. Kern County Water Agency, *et al.*, Kern County Superior Court Case No. BCV-24-104394

- t. Department of Water Resources v. All Persons Interested in the Matter of Delta Conveyance Project Program Revenue Bonds etc. (2025 DWR Validation Action), Sacramento County Superior Court Case No. 25 CV000704
 - 2. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):
 - a. Two potential suits
 - 3. Conference with Real Property Negotiator (Government Code section 54956.8):
 - a. Negotiator: Water Resources Manager
Property: State Water Project Water
Parties: California Department of Water Resources and State Water Project Contractors
Under Negotiation: Price & Terms
 - 4. Conference with Labor Negotiator (Government Code sections 54957, 54957.6):
Agency Negotiators: General Manager
Labor Groups: General and Middle Managers Bargaining Units
- IV. Directors' Forum
- V. Public Comment
Anyone may comment on any subject within Agency jurisdiction whether or not it is on the agenda. Time for such comment may be limited.
- VI. Minutes of Board Meetings and Committee Meetings –

Special Board Meeting	March 17, 2025
Special Board Meeting	March 27, 2025
Regular Board Meeting	March 27, 2025
Special Board Meeting	April 8, 2025
- VII. Report of the General Manager
- VIII. Advisory Committee Reports
 - A. Cross Valley Canal Advisory Committee
 - B. Improvement District No. 3 Advisory Committee
 - C. Urban Bakersfield Advisory Committee
- IX. Board Committee Reports
The following items will be discussed in detail at the meeting and may result in appropriate action being taken relating to the subject matter (such action may or may not conform to any staff recommended action):
 - A. **ADMINISTRATIVE COMMITTEE – Director Cattani, Chair**
 - 1. Report of the Administrative Operations Manager

2. Payment of the Bills
3. Financial Report
4. Treasury Report
5. Authorization of Deposit into the Kern County Water Agency's Account for California Employers' Retiree Benefit Trust
6. Authorization to Participate in the California Employers' Pension Prefunding Trust Fund
7. Authorization to Execute Investment Management Agreement with U.S. Bankcorp Asset Management, Inc. for Investment Management Services
8. Authorization to Publish a Notice of Public Hearing for the Fiscal Year 2025-26 Budget
9. Authorization to Execute Lease Amendment No. 6 for Office Space in Sacramento
10. Authorization to Execute a Memorandum of Understanding with the General Bargaining Unit
11. Authorization to Execute a Memorandum of Understanding with the Middle Managers Bargaining Unit

B. POLICY COMMITTEE – Director Milobar, Chair

1. Update on Delta Conveyance Activities
2. Update on Legislative Activities

C. WATER RESOURCES COMMITTEE – Director Fast, Chair

1. Report of the Water Resources Manager
2. Report on the State Water Contractors Board Meeting
3. Report on 2025 State Water Project and Central Valley Project Allocations and Operations
4. Water Delivery Operations
 - a. Report on Kern County Water Agency California Aqueduct Deliveries
 - b. Update on Water Transfers, Exchanges and Purchases
5. Consideration of Berrenda Mesa Water District Annexation No. 35

D. WATER MANAGEMENT COMMITTEE

1. Report of the Engineering and Groundwater Services Manager
 - a. Update on Groundwater Banking Construction/Maintenance Projects
 - b. Update on Pioneer Project Recharge Facilities – Basin 11
2. Report on 2025 Water Operations
3. Authorization to Issue the Notice to Invite Bids for the North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01
4. Report on Kern Water Bank Activities

E. CROSS VALLEY CANAL COMMITTEE – Director Lundquist, Chair

1. Report of the Water Resources Manager
 - a. Update on Cross Valley Canal Construction/Maintenance Projects
 - b. Update on Cross Valley Canal Losses
2. Report on Cross Valley Canal Operations and Deliveries

F. URBAN BAKERSFIELD COMMITTEE – Director Wulff, Chair

1. Report of the Improvement District No. 4 Manager
 - a. Report on the Kern River Groundwater Sustainability Agency Meeting
2. Report on the Improvement District No. 4 2025 Water Supply and Management Plan
3. Report on the Henry C. Garnett Water Purification Plant

X. Correspondence

XI. Brief Report on Potential New Business

XII. Adjournment

NOTICE: This meeting is being conducted partially by telephone conference. Telephone conference locations are as follows:

**23 Hardacre Place
Omarama, NZ**

NOTICE: This meeting is being conducted partially by telephone conference.

Conference Line: +1 (571) 317-3122 / **Access Code:** 863-465-805# / <https://global.gotomeeting.com/join/863465805>

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by the Kern County Water Agency and that I posted the foregoing Agenda at the Agency Office on April 21, 2025.


Stephanie N. Prince, Board Secretary

Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

KERN COUNTY WATER AGENCY
Elected Seven-Member Board

General Counsel

James Ciampa
Lagerlof, LLP

General Manager

Thomas D. McCarthy

Executive Assistant

Stephanie N. Prince

Human Resources Manager

Christina M. Van Meter
Human Resources Analyst
Jessica L. Massey (III)

**ADMINISTRATIVE
OPERATIONS**

AO Manager
Nick L. Pavletich

Business Manager
Audrey A. Garcia
IT Coordinator
Vacant
Office Assistant
Madison R. Brown

Controller
Taylor N. White
Accountant
Fletcher D. Fick (II)
Accounting Clerk
Elizabeth Perez (II)

**ENGINEERING AND
GROUNDWATER SERVICES**

EGS Manager
J.T. Gardiner

Geologist
Michelle L. Anderson (III)
Water Resources Planner
Maegan A. Allen (III)
Engineer
Scott T. Chambliss (III)
David M. Pieper (III)
Vacant

**IMPROVEMENT DISTRICT
NO. 4**

ID4 Manager
Wesley A. Shryock

Management Assistant
Denise D. Kini (II)

Water Resources Planner
Donna E. Semar (III)

WPP Superintendent
Vacant
Operations Supervisor
Gabriel A. Ornelas
Water Purification Plant Operator
John M. Annear (IV)
Brenner J. Corbett (IV)
Omar Zavala (IV)
Anthony R. Ledesma (III)
Eliseo Barajas (II)
Enrique Galvan III (Trainee)

Laboratory Supervisor
Paul A. Wagner
Laboratory Analyst
Rosa A. Torres (III)
Vacant

Maintenance Supervisor
Jason R. Lancaster
Electrical & Control Technician
Zachary R. Howell (III)
Morris J. Maytubby (II)
Maintenance Foreman
James M. Fleming
Journeyman Maint. Mechanic
D.J. Billiard
Miguel G. De La Torre
Maintenance Mechanic
Justin Nunez (II)
Aiden T. Kelly (II)

**WATER
RESOURCES**

WR Manager
Lauren A. Bauer

Management Assistant
Vacant

State Water Project Manager
Craig A. Wallace
Bay-Delta Manager
Vacant

Water Resources Planner IV
Monica Tennant
Water Resources Planner
Micah L. Clark (II)
Veronica Arreola (II)
Courtney B. Pasquini (I)
Chelsea M. Palmer (I)
Vacant

O&M Superintendent
Steve W. Yoder
O&M Supervisor
Martin J. Ansolabehere
Electrical & Control Technician
Brian J. Null (III)
Pump Maintenance Technician
David S. Downs (II)
Heavy Equip./Systems Operator
Levi F. Smith III
Systems/Heavy Equip. Operator
William P. Barrett
Systems Operator
Kent G. Thompson (II)
Daniel J. Hernandez (II)
Anthony J. Vasquez (II)
Caleb E. Ruiz (I)
Desmond R. Stancil (I)

Filled Positions: 52

Vacant Positions: 7

4/24/2025

DRAFT

March 17, 2025

The Board of Directors (Board) of the Kern County Water Agency (Agency) conducted its special meeting of the Board at the hour of 3:00 p.m., at the Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, in Bakersfield, California and via teleconference and go to meeting.

Present Directors: President Eric L. Averett, Vice President Martin Milobar,
Directors Royce Fast, Charles (Bill) W. Wulff, Jr.,
Gene A. Lundquist and Laura Cattani

Absent Directors: None

Division 1 Vacant

Present for the Agency: Thomas D. McCarthy, General Manager
Stephanie N. Prince, Board Secretary
James D. Ciampa, Lagerlof, LLP

Present for the Member Units: Becky Ortiz, Semitropic Water Storage District

President Averett called the meeting to order at 3:00 p.m.

Subject: Directors' Forum

None.

Subject: Public Comment

None.

Subject: Report of the General Manager

Tom McCarthy commended Improvement District No. 4 and Engineering and Groundwater Services staff for their work in completing the Improvement District No. 4 Report on Water Conditions 2024.

Subject: Public Hearing

President Averett called the public hearing regarding the condition of groundwater supplies in Improvement District No. 4, in accordance with the provisions of sections 14.25 and 14.26 of the Kern County Water Agency Act to order at 3:01 p.m.

President: In accordance with sections 14.25 and 14.26 of the Kern County Water Agency Act, this is a public hearing by the Board of Directors of the Kern County Water Agency regarding the annual engineering report entitled, "Improvement District No. 4 Report on Water Conditions 2024," dated January 31, 2025. The hearing was advertised to be held at 3:00 p.m. on Monday, March 17, 2025, in the Board Room of the Stuart T. Pyle Water Resources Center located at 3200 Rio Mirada Drive, Bakersfield, California and via Go To Meeting. The purpose of the report is to consider the water needs and the water availability for Improvement District No. 4, the financial condition of the improvement district and other factors related to the need for groundwater pumping charges to be set for the 2025–2026 water year. Any person interested in the condition of the groundwater or surface water supplies may in person or by representative appear and submit evidence concerning the groundwater conditions and surface water supply within the improvement district. Appearance may also be made supporting or protesting the written engineering report. The Board President may impose reasonable restrictions as to the time allowed for any person if it appears the matter has been previously covered, is repetitious, or outside the purpose and scope of the hearing. Madam Secretary, was the hearing properly noticed?

Prince: Yes.

President: I will now defer to General Counsel, Jim Ciampa, for introduction of Agency testimony and exhibits.

Ciampa: Thank you, President Averett. The Agency's witness will be J.T. Gardiner. Mr. Gardiner, would you state your name and title for the record, please?

Gardiner: James T. Gardiner, I am the Engineering and Groundwater Services Manager.

Ciampa: Are you a registered Civil Engineer with the State of California?

Gardiner: Yes, I am a registered Civil Engineer in the State of California. I've been registered since December 20, 1991. My registration number is C48280.

Ciampa: How long have you been working on engineering and groundwater matters for Improvement District No. 4?

Gardiner: 5 months.

Ciampa: Prior to your employment with the Kern County Water Agency, you were the Engineering Capital Delivery Manager of California Water Service Company?

Gardiner: Yes, I was.

Ciampa: For how long?

Gardiner: 5 years 9 months.

Ciampa: Did your duties as the Engineering Capital Delivery Manager for California Water Service Company include understanding and evaluating the relationship between surface water recharge, groundwater pumping and groundwater levels?

Gardiner: Yes.

Ciampa: Do you have the Proof of Publication from The Bakersfield Californian for this public hearing before you?

Gardiner: Yes, I do.

Ciampa: President Averett, I ask that this Proof of Publication be marked and introduced into the hearing record as "Exhibit 1."

President: So ordered.

Ciampa: Also, Mr. Gardiner, you have before you a document entitled, "Improvement District No. 4 Report on Water Conditions 2024," dated January 31, 2025.

Gardiner: Yes.

Ciampa: Mr. Gardiner, was the 2024 Report on Water Conditions prepared under your direction?

Gardiner: Yes, it was.

Ciampa: Are you familiar with the contents of this report?

Gardiner: Yes, I am.

Ciampa: Does the 2024 Report on Water Conditions, in your professional opinion, represent the best available evidence regarding groundwater conditions within Improvement District No. 4 and the future importation of water to maintain those groundwater conditions?

Gardiner: Yes, it does.

Ciampa: President Averett, I ask that the 2024 Report on Water Conditions be marked and introduced into the hearing record as "Exhibit 2."

President: So ordered.

Ciampa: Mr. Gardiner, did the Agency receive any comments on this report?

Gardiner: No.

Ciampa: Mr. Gardiner, have the charges for groundwater production recommended in the Report on Water Conditions for 2024 changed from the previous year?

Gardiner: No. The recommended charges are unchanged. \$20 per acre-foot for agricultural water, \$40 per acre-foot for all other water and a flat rate of \$40 per year for small water production facilities. The 2025-26 groundwater rates are pursuant to the Revised Improvement District No. 4 Financial Plan (Revised Plan). The Agency Board directed staff to implement the Revised Plan with the adoption of Resolution No. 14-16.

Ciampa: Thank you, Mr. Gardiner. President Averett, that concludes the Agency's testimony.

President: Are there any questions for Mr. Gardiner?

Lundquist: How long have the charges been at this rate?

Gardiner: They were established in the 2023 Report on Water Conditions and carried out through the 2024 report.

Lundquist: So, this will be the third year that they've been the same?

Gardiner: Yes.

President: Are there any other questions for Mr. Gardiner? Are there any comments from the public?

Ciampa: The record should reflect that there were no comments made by the public.

Action: Director Fast made a motion and Director Milobar seconded to close the Improvement District No. 4 Report on Water Conditions 2024 Public Hearing, all offered evidence having been received.

Ayes: Fast, Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: None

Division 1 Vacant.

President Averett closed the 2024 Report on Water Conditions within Improvement District No. 4 public hearing at 3:06 p.m.

Action: Director Fast made a motion and Director Milobar seconded to approve the Improvement District No. 4 2024 Report on Water Conditions.

Ayes: Fast, Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: None

Division 1 Vacant.

President Averett adjourned the meeting at 3:07 p.m.

Minutes approved by the Board of Directors of the Kern County Water Agency this 24th day of April, 2025.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

DRAFT

March 27, 2025

The Board of Directors (Board) of the Kern County Water Agency (Agency) conducted its special meeting of the Board at the hour of 11:00 a.m., at the Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, in Bakersfield, California and via teleconference and go to meeting.

Present Directors: President Eric L. Averett, Vice President Martin Milobar,
Directors Royce Fast (participated remotely from 17958 Kranenburg
Avenue, Bakersfield CA 93314), Charles (Bill) W. Wulff, Jr.,
Gene A. Lundquist and Laura Cattani

Absent Directors: None

Division 1 Vacant

Present for the Agency: Thomas D. McCarthy, General Manager
Stephanie N. Prince, Board Secretary
James D. Ciampa, Lagerlof, LLP

Present for the Member Units: Becky Ortiz, Semitropic Water Storage District

President Averett called the meeting to order at 11:00 a.m.

Subject: Directors' Forum

None.

Subject: Public Comment

None.

Subject: Report of the General Manager

Tom McCarthy had nothing to report under the Report of the General Manager.

Nick Pavletich provided a presentation on the Kern County Water Agency General Fund and State Contract Payment Fund Budgets and Cash Flow Projections.

Subject: Report of the General Counsel

Outside counsel, Jim Ciampa of Lagerlof, LLP, advised the Board of the need for closed session, and the following motion was made:

Action: Director Wulff made a motion and Director Fast seconded that, upon advice of legal counsel, the Board finds that there is need for discussion of items as stated in the agenda pursuant to the authorities set forth in the agenda and therefore approves a closed session to be convened on this day at the end of the Board meeting.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: None

Division 1 Vacant.

President Averett adjourned the meeting to closed session at 11:25 a.m.

President Averett adjourned closed session at 11:34 a.m.

Director Fast left the meeting at 11:34 a.m.

President Averett reconvened the meeting to open session at 11:35 a.m.

Mr. Ciampa reported that no reportable actions were taken in closed session.

President Averett adjourned the meeting at 11:35 a.m.

Minutes approved by the Board of Directors of the Kern County Water Agency this 24th day of April, 2025.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

DRAFT

March 27, 2025

The Board of Directors (Board) of the Kern County Water Agency (Agency) conducted its regular meeting of the Board at the hour of 12:00 p.m., at the Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, in Bakersfield, California and via teleconference and go to meeting.

Present Directors: President Eric L. Averett, Vice President Martin Milobar,
Directors Charles (Bill) W. Wulff, Jr., Gene A. Lundquist and
Laura Cattani

Absent Directors: Director Royce Fast

Division 1 Vacant

Present for the Agency: Thomas D. McCarthy, General Manager
Stephanie N. Prince, Board Secretary
James D. Ciampa, Lagerlof, LLP

Present for the Member Units: Mark Gilkey, Belridge Water Storage District,
Berrenda Mesa Water District and Lost Hills Water District
Jamie Marquez, Belridge Water Storage District,
Berrenda Mesa Water District and Lost Hills Water District
Abbigale Seal, Belridge Water Storage District,
Berrenda Mesa Water District and Lost Hills Water District
Tim Ashlock, Buena Vista Water Storage District
Amrit Mangat, Buena Vista Water Storage District
David Ansolabehere, Cawelo Water District
Dave Halopoff, Cawelo Water District
Richard Iger, Kern Delta Water District
Steven Teglia, Kern Delta Water District
Dan Bartel, Rosedale-Rio Bravo Water Storage District
Roy Pierucci, Rosedale-Rio Bravo Water Storage District
Trent Taylor, Rosedale-Rio Bravo Water Storage District
Barry Watts, Rosedale-Rio Bravo Water Storage District
Jason Gianquinto, Semitropic Water Storage District
Becky Ortiz, Semitropic Water Storage District
Angelica Martin, Tejon-Castac Water District
Greg Hammett, West Kern Water District
Eric McDaris, Wheeler Ridge-Maricopa Water Storage District
Sheridan Nicholas, Wheeler Ridge-Maricopa Water Storage District

President Averett called the meeting to order at 12:00 p.m.

Subject: Report of the General Counsel

Outside counsel, Jim Ciampa of Lagerlof, LLP, advised the Board of the need for closed session, and the following motion was made:

Action: Director Wulff made a motion and Director Cattani seconded that, upon advice of legal counsel, the Board finds that there is need for discussion of items as stated in the agenda pursuant to the authorities set forth in the agenda and therefore approves a closed session to be convened on this day at the beginning of the Board meeting.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

President Averett adjourned the meeting to closed session at 12:02 p.m.

President Averett adjourned closed session at 1:20 p.m.

President Averett reconvened the meeting to open session at 1:30 p.m.

Mr. Ciampa reported that no reportable actions were taken in closed session.

Subject: Public Comment

None.

Subject: Directors' Forum

Jennifer Pierre, State Water Contractors (SWC) General Manager, provided a report on SWC activities.

President Averett provided an update on the vacancy in Division 1. The Board Vacancy Ad Hoc met to review the Statements of Interest received, and a Special Board meeting will be scheduled for further review and discussion with the full board to make an appointment to fill that vacancy.

Subject: Minutes of Board Meetings

Action: Director Wulff made a motion and Director Milobar seconded to approve the February 27, 2025 special Board meeting minutes, and the February 27, 2025 regular Board meeting minutes.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Subject: Report of the General Manager

Tom McCarthy recognized Kenneth Schoenborn, Systems Operator II, in the Water Resources Department for his retirement after 17 years of service on March 21, 2025.

Subject: Cross Valley Canal Advisory Committee

Lauren Bauer reported that the Cross Valley Canal (CVC) Advisory Committee conducted its regular meeting on March 26, 2025, and Directors Fast, Lundquist, Milobar and Wulff attended the meeting. Items discussed at the meeting will be covered under the CVC Committee agenda item.

Subject: Improvement District No. 3 Advisory Committee

Lauren Bauer reported that the Improvement District No. 3 Advisory Committee did not meet this month.

Subject: Urban Bakersfield Advisory Committee

Tom McCarthy reported that the Urban Bakersfield Advisory Committee conducted its regular meeting on March 26, 2025, and Directors Fast, Lundquist, Milobar and Wulff attended the meeting. Items discussed at the meeting will be covered under the Urban Committee agenda item.

Subject: Administrative Committee

Nick Pavletich had nothing to report under the Report of the Administrative Operations Manager.

Action: Director Cattani made a motion and Director Lundquist seconded to approve payment of the bills for the month of March 2025 in the amount of \$9,833,293.57 for all cost centers except Improvement District No. 4, and \$7,467,181.20 for Improvement District No. 4.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Nick Pavletich provided an update on the Financial Report.

Action: Director Cattani made a motion and Director Milobar seconded to appoint Charles (Bill) W. Wulff, Jr. as the designated director, and Royce Fast, Thomas McCarthy and Nick Pavletich as alternate directors to the Association of California Water Agencies Joint Powers Insurance Authority Board of Directors, as outlined in the March 27, 2025 staff memorandum to the Administrative Committee, Agenda Item No. 4.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Action: Director Cattani made a motion and Director Milobar seconded to authorize the Administrative Operations Manager to execute the Kern County Water Agency Contract for Heating, Ventilating and Air Conditioning Unit for the Stuart T. Pyle Water Resources Center with Mesa Energy Services, Inc., for an amount not to exceed \$110,000, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025 staff memorandum to the Administrative Committee, Agenda Item No. 5.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Action: Director Cattani made a motion and Director Lundquist seconded to adopt Resolution No. 07-25 approving a policy regarding the authority of the General Manager to incur obligations without prior approval from the Board of Directors.

Roll call vote: Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Subject: Policy Committee

Craig Wallace provided an update on Delta Conveyance activities.

Craig Wallace provided a presentation on the Delta Conveyance Project (DCP).

Public comments received from Layne Fajeau of Sierra Club and Wes Chuang, a resident of California, who expressed their concerns regarding the DCP and urged the directors to vote against the funding of the DCP.

Action: Director Milobar made a motion and Director Lundquist seconded to adopt Resolution No. 08-25 approving various CEQA documents, including a Notice of Determination and Statement of Overriding Considerations, in the Agency's status as a responsible agency, authorizing the General Manager to send a letter to the Department of Water Resources committing the Agency to provide additional funding for planning and pre-construction work costs of the Delta Conveyance Project, including the Agency's 8,000 acre feet with funding from the Water Management Fund, and authorizing the General Manager to execute an amendment to the Agency's funding agreement with the participating Member Units relative to that additional funding.

Roll call vote:	Ayes:	Wulff, Lundquist, Milobar, Cattani and Averett
	Noes:	None
	Absent:	Fast
		Division 1 Vacant.

Action: Director Milobar made a motion and Director Cattani seconded to authorize the General Manager to enter into a Memorandum of Understanding among State Water Contractors regarding State Water Project Transactions, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025, staff memorandum to the Policy Committee, Agenda Item No. 3.

Ayes:	Wulff, Lundquist, Milobar, Cattani and Averett
Noes:	None
Absent:	Fast
	Division 1 Vacant.

Tom McCarthy provided an update on Legislative Activities.

Subject: Water Resources Committee

In Director Fast's absence, Director Wulff chaired the Water Resources Committee.

Lauren Bauer reported that Agency staff are working with the Department of Water Resources regarding the detection of Golden mussels in the Delta.

Craig Wallace reported on the State Water Contractors Board meeting.

Craig Wallace provided a report on 2025 State Water Project and Central Valley Project allocations and operations.

Veronica Arreola provided a report on Kern County Water Agency California Aqueduct deliveries.

Courtney Pasquini provided an update on Water Transfers, Exchanges and Purchases.

Action: Director Wulff made a motion and Director Cattani seconded to adopt Resolution No. 09-25 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Plumas County Flood Control and Water Conservation District for Transfer of Plumas County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #25004.

Roll call vote: Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Action: Director Wulff made a motion and Director Lundquist seconded to adopt Resolution No. 10-25 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Geronio Pass Water Agency and Antelope Valley-East Kern Water Agency for Conveyance of Non-Project Water, SWP #25005.

Roll call vote: Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Action: Director Wulff made a motion and Director Cattani seconded to adopt Resolution No. 11-25 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Oak Flat Water District for Transfer of Oak Flat Water District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #25011.

Roll call vote: Ayes: Wulff, Lundquist, Milobar and Cattani

Noes: None

Absent: Fast

Abstain: Averett

Division 1 Vacant.

Action: Director Wulff made a motion and Director Lundquist seconded to authorize the Water Resources Manager to execute the State Water Contractors Municipal Water Quality Investigations Program Specific Project Agreement, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025 staff memorandum to the Water Resources Committee, Agenda Item No. 5.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Action: Director Wulff made a motion and Director Milobar seconded to authorize the Water Resources Manager to execute the Municipal Water Quality Investigations Specific Project Cost Allocation Agreement Between the Kern County Water Agency and Tejon-Castac Water District, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025 staff memorandum to the Water Resources Committee, Agenda Item No. 6.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Michelle Anderson provided a report on the Kern Non-Districted Lands Authority Meeting.

Subject: Water Management Committee

Director Lundquist chaired the Water Management Committee.

J.T. Gardiner had nothing to report under the Report of the Engineering and Groundwater Services Manager.

J.T. Gardiner provided an update on groundwater banking construction/maintenance projects.

Lauren Bauer provided an update on Pioneer Project Recharge Facilities – Basin 11.

Micah Clark provided a status report on 2025 water operations, and Michelle Anderson provided information regarding the current water levels in the aquifer.

Action: Director Lundquist made a motion and Director Cattani seconded to authorize execution of Change Order No. 4 for the KCWA Well 38 & 39 Well Equipping Project Contract No. KCWA 2021-09B for a contract time extension of 135 calendar days, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025, staff memorandum to the Water Management Committee, Agenda Item No. 3.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Action: Director Lundquist made a motion and Director Cattani seconded to authorize the Water Resources Manager to execute Amendment No. 2 to the Kern County Water Agency Agreement for Professional Consulting Services with Woodard & Curran for the Kern Subbasin Cost Sharing Agreement for Revising Groundwater Sustainability Plans amending the contract termination term to December 31, 2025, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025, staff memorandum to the Board of Directors, Agenda Item No. 4.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Action: Director Lundquist made a motion and Director Wulff seconded to authorize the Water Resources Manager to execute Amendment No. 3 to the Kern County Water Agency Agreement for Professional Consulting Services with Meyer Civil Engineering, Inc. for engineering and land surveying services amending the contract termination date to December 31, 2025, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025, staff memorandum to the Water Management Committee, Agenda Item No. 5.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Tom McCarthy provided a report on Kern Water Bank Activities.

Subject: Cross Valley Canal Committee

Lauren Bauer had nothing to report under the Report of the Water Resources Manager.

Lauren Bauer provided a report on CVC construction/maintenance projects.

Lauren Bauer provided a presentation on the Cross Valley Canal Losses.

Monica Tennant provided a report on CVC operations and deliveries.

Subject: Urban Bakersfield Committee

Tom McCarthy provided an update on Improvement District No. 4 (ID4) operations and maintenance activities.

Mr. McCarthy informed the Board that Wesley “Wes” Shryock will join the Agency on March 31, 2025 as the ID4 Manager.

Tom McCarthy reported on the Kern River Groundwater Sustainability Agency meeting.

Tom McCarthy provided an update on the Improvement District No. 4 Water Education Program.

Action: Director Wulff made a motion and Director Lundquist seconded to adopt Resolution No. 12-25 setting groundwater charges within Improvement District No. 4 for the period July 1, 2025 through June 30, 2026.

Roll call vote: Ayes: Wulff, Lundquist, Milobar, Cattani and Averett
Noes: None
Absent: Fast
Division 1 Vacant.

Donna Semar provided a report on the ID4 2025 water supply and management plan.

Gabriel Ornelas provided a report on the Henry C. Garnett Water Purification Plant.

Action: Director Wulff made a motion and Director Cattani seconded to authorize an increase to the Fiscal Year 2024-25 expenditure limit for treated water chemicals for an amount not to exceed \$600,000, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025 staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 4a.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett
Noes: None
Absent: Fast
Division 1 Vacant.

Action: Director Wulff made a motion and Director Cattani seconded to authorize the Interim Improvement District No. 4 Manager to request bids for chemicals used in the water treatment process, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025 staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 4b.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett
Noes: None

Absent: Fast

Division 1 Vacant.

Action: Director Wulff made a motion and Director Cattani seconded to authorize the Engineering and Groundwater Services Manager to execute Amendment No. 1 to the Kern County Water Agency Agreement for an engineering consultant for the Hageman Flyover Project, amending the Agreement termination date to December 31, 2025, subject to approval of General Counsel as to legal form, as outlined in the March 27, 2025, staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 4c.

Ayes: Wulff, Lundquist, Milobar, Cattani and Averett

Noes: None

Absent: Fast

Division 1 Vacant.

Subject: Correspondence

The Agency received response letters from a few Member Units regarding their participation in the next round of pre-construction funding of the DCP, and received public comments by email regarding that next round of DCP funding, which were included in the Agency's Board meeting packet.

Subject: New Business

None.

President Averett adjourned the meeting at 4:35 p.m.

Minutes approved by the Board of Directors of the Kern County Water Agency this 24th day of April, 2025.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

DRAFT

April 8, 2025

The Board of Directors (Board) of the Kern County Water Agency (Agency) conducted its special meeting of the Board at the hour of 11:30 a.m., at the Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, in Bakersfield, California and via teleconference and go to meeting.

Present Directors: President Eric L. Averett, Vice President Martin Milobar,
Directors Royce Fast, Charles (Bill) W. Wulff, Jr.,
Gene A. Lundquist and Laura Cattani

Absent Directors: None

Division 1 Vacant

Present for the Agency: Thomas D. McCarthy, General Manager
Stephanie N. Prince, Board Secretary
James D. Ciampa, Lagerlof, LLP

Present for the Member Units: Mark Gilkey, Belridge Water Storage District,
Berrenda Mesa Water District and Lost Hills Water District
Abbigale Seal, Belridge Water Storage District,
Berrenda Mesa Water District and Lost Hills Water District
Wes Shryock, Improvement District No. 4
Robert Kunde, Wheeler Ridge-Maricopa Water Storage District

President Averett called the meeting to order at 11:30 a.m. The agenda was rearranged to coincide with the “Appointment of a Director to Fill the Vacancy in Division 1 of the Board of Directors of the Kern County Water Agency”.

Subject: Report of the General Manager

Tom McCarthy introduced Wes Shryock the Agency’s new Agency Improvement District No. 4 Manager.

Subject: Public Comment

Mark Gilkey, Executive Director, Westside Water Authority expressed his support towards Jay Kroeker for the appointment of director to fill the vacancy in Division 1.

President Averett announced that the Board Vacancy Ad Hoc (President Averett and Directors Cattani and Lundquist) reviewed the letters of interest filling the vacancy in Division 1, and it was noted that the Board was fortunate to have had two very strong candidates.

Action: President Averett made a motion and Director Lundquist seconded to appoint Jay Kroeker to fill the vacancy in Division 1 of the Board of Directors of the Kern County Water Agency.

Roll call vote: Ayes: Fast, Lundquist, Cattani and Averett

Noes: Wulff and Milobar

Absent: None

Division 1 Vacant

Subject: Directors' Forum

None.

President Averett adjourned the meeting at 11:42 a.m.

Minutes approved by the Board of Directors of the Kern County Water Agency this 24th day of April, 2025.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

Administrative Committee

MINUTE ORDER
APPROVAL PAGE

April 24, 2025

Total Amounts Approved for Payment:

Exhibit	"A"	\$10,349,147.49
Exhibit	"B"	

REVIEWED AND APPROVED BY:

PRESIDENT

DIRECTOR

MINUTE ORDER

April 24, 2025

EXHIBIT "A"

Page One

It was moved by Director _____ and seconded by Director _____
 Motion to approve the claims for the claimants set forth on Exhibit A attached
 hereto and to approve payment of the bills therefore in the amount of:

\$10,349,147.49

VENDOR NAME	COMMENTS	TOTAL	GENERAL FUND	STATE CONTRACT PAYMENT FUND	CROSS VALLEY CANAL FUND	PIONEER PROJECT FUND	OTHER FUNDS	NAME OF OTHER FUNDS
Department of Water Resources	State Water Project Costs	8,475,773.00		8,475,773.00				
Payroll Costs	Pay Periods 25-06, 25-07	908,141.70	[1]*				908,141.70	Multiple Funds
Pacific Gas & Electric	February-March Charges	251,012.03	*	7,450.96	243,248.82	312.25		
W.M. Lyles	Well 38 & 39 Equipping Project	192,118.50	*			192,118.50		
Sturgeon Services International Inc.	James Canal Culvert Replacement Project	124,068.71	*			124,068.71		
Douglas Truck Bodies	Service Truck Body	61,064.58			61,064.58			
Buena Vista Groundwater Sustainability Agency	Pioneer GSA - SGMA	58,855.68	*			58,855.68		
Hillcrest Air Conditioning	HVAC Repairs & Replacement	41,215.00	*	41,215.00				
Robin Oaks, Attorney at Law	Legal Services	37,465.09		37,465.09				
Somach Simmons & Dunn	Legal Services	30,698.34					30,698.34	Lower River
Lagerlof LLP	Legal Services	21,320.00	*				21,320.00	Multiple Funds
Provost & Pritchard	Engineering Consulting	19,115.40				19,115.40		
Kern-Tulare Water District	Power Reconciliation	14,931.84	*		14,931.84			
Cawelo Water District	Power Reconciliation	13,121.45	*		13,121.45			
The Gualco Group Inc.	State Legislative Analyst	12,680.25		507.21	12,173.04			
US Bank	See Exhibit "C"	11,003.30					11,003.30	Multiple Funds
Rosedale-Rio Bravo Water Storage District	Feb'24 Recharge Reimbursement	9,875.00				9,875.00		
Providence Strategic Consulting Inc.	Public Information Consulting	8,888.00	*				8,888.00	Multiple Funds
Pixley Irrigation District	Power Reconciliation	8,455.18	*		8,455.18			
Lower Tule River Irrigation District	Power Reconciliation	8,455.18	*		8,455.18			
Rosedale-Rio Bravo Water Storage District	Power Reconciliation	5,413.46	*		5,413.46			
Provost & Pritchard Consulting Group	Engineering Consulting	5,128.40	*		5,128.40			
Securitas Security Services USA, Inc.	March Patrol Service	4,648.00		4,648.00				
Employee Expense Claims	See Exhibit "C"	4,317.65					4,317.65	Multiple Funds
Soils Engineering Inc.	Engineering Consulting	4,177.50				4,177.50		
Liebert Cassidy Whitmore	Legal Services	4,132.50		2,501.25	1,631.25			
Meyer Civil Engineering Inc.	Engineering Consulting	3,083.80			2,083.80	1,000.00		
CalNeva Water	Legal Services	2,640.00	*			2,640.00		
Best Best & Krieger LLP	Legal Services	1,805.20					1,805.20	Lower River
Dale Fye dba Developing Solutions	Database Consulting	1,732.50		1,732.50				
North Kern Water Storage District	Watermaster Charges & GSA Costs	1,718.60	*			893.60	825.00	Lower River
Dee Jaspar & Associates Inc.	Engineering Consulting	722.65				722.65		
Berrenda Mesa Water District	Jan'24 & Feb'24 Recharge Reimbursement	611.00				611.00		
Belridge Water Storage District	Jan'24 Recharge Reimbursement	349.00				349.00		
Nomos LLP	Legal Services	160.00	*		120.00	40.00		
Buena Vista Water Storage District	Mar'24 Recharge Reimbursement	124.00				124.00		
Lost Hills Water District	Jan'24 Recharge Reimbursement	82.00				82.00		
Semitropic Water Storage District	Jan'24 Recharge Reimbursement	43.00				43.00		

PAGE TOTALS

\$10,349,147.49

\$95,520.01

\$8,489,577.29

\$362,022.71

\$415,028.29

\$986,999.19

[1] Invoice Previously Paid

[*] Invoice added after Board mailout

Note: An expense reimbursement report pursuant to Government Code Section 53065.5 is available.

MINUTE ORDER SUPPLEMENT
EMPLOYEES AND DIRECTORS CLAIMS

April 24, 2025

EXHIBIT "C"

	EMPLOYEE PAID AGENCY EXPENDITURES	AGENCY PAID CREDIT CARD PURCHASES	TOTAL EXPENDITURES
Barajas, Eliseo	\$2,808.51		\$2,808.51
Bauer, Lauren		83.98	83.98
Downs, David		52.92	52.92
Galvan, Enrique	75.00		75.00
Hernandez, Daniel		541.71	541.71
Ornelas, Gabriel		79.41	79.41
Pavletich, Nick		9,457.47	9,457.47
Semar, Donna	125.00		125.00
Shryock, Wesley	97.14		97.14
Thompson, Kent		38.44	38.44
Torres, Rosa	94.54		94.54
Van Meter, Christina		46.17	46.17
Vasquez, Anthony		640.27	640.27
Wallace, Craig	1,117.46	62.93	1,180.39
TOTAL EMPLOYEE REIMBURSEMENTS	\$4,317.65		
TOTAL CREDIT CARD PURCHASES		\$11,003.30	
TOTAL EMPLOYEE & CREDIT CARD PURCHASES			\$15,320.95

MINUTE ORDER
APPROVAL PAGE

April 24, 2025

Total Amounts Approved for Payment:

Exhibit	"A"	\$542,887.66
---------	-----	--------------

REVIEWED AND APPROVED BY:

PRESIDENT

DIRECTOR

MINUTE ORDER

April 24, 2025
EXHIBIT "A"
Page One

It was moved by Director _____ and seconded
by Director _____ that the following claims
for the claimants hereinafter set forth be approved;

\$542,887.66

VENDOR NAME	COMMENTS	IMPROVEMENT DISTRICT #4	
Pacific Gas & Electric	February-March Charges	305,935.56	*
Kern Delta Water District	CVC O & M Costs	52,488.00	
International Water Screens	Bar Screens for ARMCO Gate	39,242.35	
Northern Digital Inc.	Engineering Consulting	38,362.72	
Enviroclear Technologies	Chemicals	33,697.80	*
Black & Veatch	Engineering Consulting	28,891.25	
Securitas Security Services USA, Inc.	March Patrol Service	16,008.99	
Sarah Clayton	Water Education Consultant	10,621.49	
Dee Jaspar & Associates	Engineering Consulting	5,077.00	
Water Association of Kern County	Membership Dues	5,000.00	
CalNeva Water	Legal Services	3,025.00	*
KNN Public Finance LLC	Annual Bond Reporting	3,000.00	*
Lagerlof LLP	Legal Services	1,400.00	*
Dale Fye dba Developing Solutions	Database Consulting	137.50	

PAGE TOTALS

\$542,887.66

[1] Invoice Previously Paid

[*] Invoice added after Board mailout

Note: An expense reimbursement report pursuant to Government Code Section 53065.5 is available

Financial Report

Presented to:

**KCWA
Board of Directors**

March 2025

Prepared by:

**Administrative
Operations
Department**

April 24, 2025

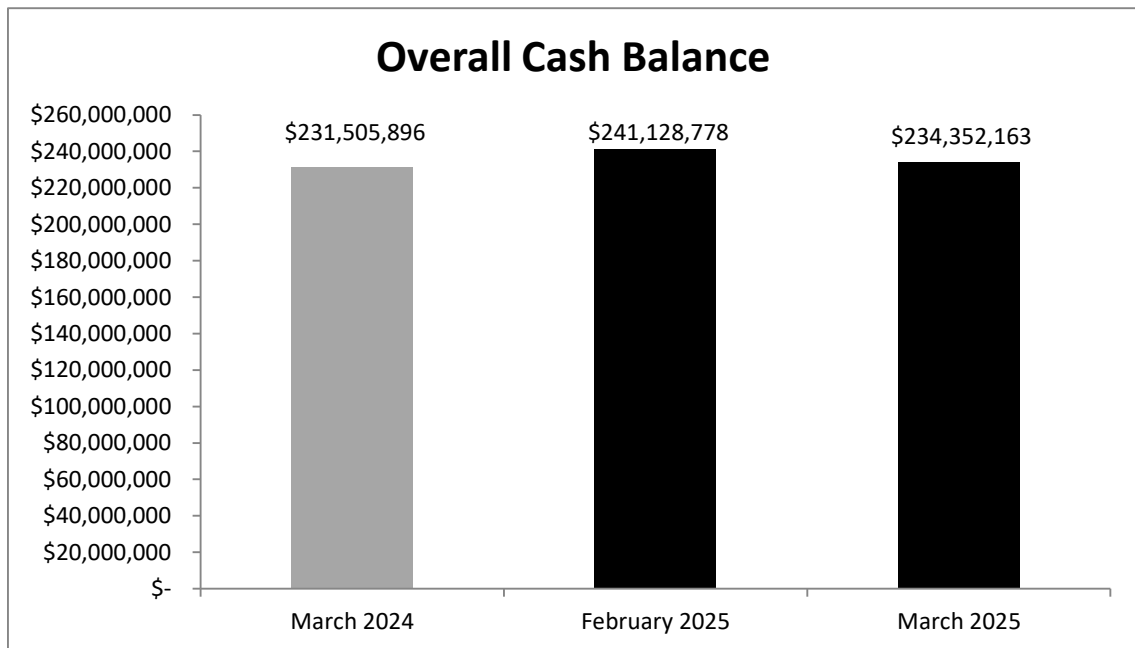


TABLE OF CONTENTS

Cash Report.....	1
Cash Balances - All Funds, March 31, 2025	2
Accounts Receivable Summary Aging Report, March 31, 2025.....	3
Summary of Consultant Fees, March 31, 2025.....	5
General Fund.....	6
State Contract Payment Fund.....	24
Kern Fan Monitoring Committee.....	30
Kern Water Bank	31
Zone of Benefit No. 7 Fund	34
Zone of Benefit No. 17 Fund	35
Zone of Benefit No. 18 Fund	36
Zone of Benefit No. 19 Fund	37
Western Hills Fund	38
Lower Kern River Fund.....	39
Entitlement Retention Fund	40
Water Management Fund.....	41
Improvement District No. 1 Fund.....	42
Improvement District No. 3 Fund.....	43
Improvement District No. 4 Fund.....	44
Improvement District No. 4 Bonds.....	52
Cross Valley Canal Operations	53
Joint KCWA/BM Banking Program.....	58
Pioneer Project.....	62
Westlands Payback Fund	69
Agency Participation in CVC	70

March 31, 2025
Cash Report
(All funds combined)

	March 2024	February 2025	March 2025
Beginning Cash Balance:	\$ 229,615,663	\$ 249,344,301	\$ 241,128,778
Total Cash Receipts:	\$ 18,337,657	\$ 4,210,699	\$ 2,843,463
Total Cash Disbursements:	<u>\$ (16,447,424)</u>	<u>\$ (12,426,222)</u>	<u>\$ (9,620,078)</u>
Ending Cash Balance:	<u>\$ 231,505,896</u>	<u>\$ 241,128,778</u>	<u>\$ 234,352,163</u>



**KERN COUNTY WATER AGENCY
CASH BALANCES - ALL FUNDS [1]
March 31, 2025**

FUND NAME	REGULAR CASH	RESTRICTED CASH	FOOT-NOTE	ADD: ACCOUNTS RECEIVABLE	LESS: LIABILITIES/ ENCUMBRANCES	NET NON-DISCRETIONARY	NET DISCRETIONARY
General Fund	\$47,123,639	\$312,281	[B]	\$0	\$323,427	\$0	\$47,112,492
State Contract Payment	23,187,111	349,479	[A]	22,601,485	46,138,076	0	0
Kern Fan Monitoring Comm	(117,657)	0		34,123	77	(83,611)	0
Kern Water Bank	9,020	0		15,059	140	23,939	0
Zone of Benefit #7	34,381,561	5,936,161	[C]	0	0	40,317,721	0
Zone of Benefit #17	29,244,810	0		0	0	29,244,810	0
Zone of Benefit #18	3,488,370	0		0	0	3,488,370	0
Zone of Benefit #19	26,255,065	0		0	0	26,255,065	0
Western Hills	61,836	0		9,698,419	760	9,759,495	0
Lower Kern River	4,070,603	0		12,296	45,917	4,036,982	0
Entitlement Retention	(854,927)	0		0	0	0	(854,927)
Water Management	24,899,538	1,000,000	[D]	0	0	1,000,000	24,899,538
Improvement District No. 1	618,974	0		0	180	618,794	0
Improvement District No. 3	(568,512)	20,418	[E]	0	50	20,368	(568,512)
Improvement District No.4	3,949,315	0		583,171	606,052	3,926,434	0
Imp. District No.4 Bonds	7,753,026	0		0	89,185	7,663,841	0
CVC Operations	5,915,283	0		490,874	0	6,406,156	0
CVC Power	(904,600)	0		6,376	137,016	(1,035,240)	0
CVC Replacement	172,402	0		7,080	0	179,482	0
CVC Third Party	540,021	0		0	0	540,021	0
KCWA/BMWD Jt. Banking	1,473,000	0		0	545	1,472,455	0
Pioneer Project	11,807,468	0		1,064	154,672	11,653,860	0
Westlands Payback	1,572,613	0		0	0	1,572,613	0
MU Participation in CVC	(607,184)	0		139,457	0	(467,727)	0
Section 125 Plan	13,976	0		0	2,666	11,310	0
Unallocated Interest	3,249,063	0		0	0	0	3,249,063
TOTAL KCWA CASH	\$226,733,824	\$7,618,339		\$33,589,403	\$47,498,763	\$146,605,138	\$73,837,654

Total	\$ 234,352,163
-------	----------------

[1] This schedule is intended only to provide the cash balances for each fund administered by KCWA, increased by accounts receivable and reduced by liabilities and encumbrances. Since reserves are not considered, it does not reflect cash available for appropriations.

[A] ZOB 14, 15 & 16 restricted cash

[B] Remainder of the 1996 KCWA Pool Program \$3 million transfer from Allocation Settlement Fund.

[C] Per Resolution 6-96 : Water Replacement Account for the acquisition of additional water supplies for ID4.

[D] Chevron Pipeline Settlement

[E] To be used for capital improvements for flood control in the Kelso Creek area.

**Kern County Water Agency
Accounts Receivable Aging
March 31, 2025**

	Total	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
State Contract Payment Fund						
Belridge WSD	\$5,112,745.00	\$11,000.00	\$0.00	\$0.00	\$5,101,745.00	\$0.00
Berrenda Mesa WD	\$3,663,850.54	\$2,200.00	\$0.00	\$0.00	\$3,661,650.54	\$0.00
Cawelo WD	\$3,198.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,198.00
Kern Delta WD	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00
Lost Hills WD	\$3,982,619.31	\$0.00	\$0.00	\$0.00	\$3,982,619.31	\$0.00
Rosedale-Rio Bravo WSD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Semitropic WSD	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00
State Water Contractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wheeler Ridge-Maricopa WSD	\$9,831,672.00	\$0.00	\$0.00	\$0.00	\$9,831,672.00	\$0.00
State Contract Payment Fund Total:	\$22,601,484.85	\$20,600.00	\$0.00	\$0.00	\$22,577,686.85	\$3,198.00
Kern Fan Monitoring Committee						
Kern Fan Monitoring Committee	\$34,122.82	\$34,122.82	\$0.00	\$0.00	\$0.00	\$0.00
Kern Fan Monitoring Committee Total:	\$34,122.82	\$34,122.82	\$0.00	\$0.00	\$0.00	\$0.00
Kern Water Bank						
Kern Water Bank Authority	\$15,059.00	\$15,059.00	\$0.00	\$0.00	\$0.00	\$0.00
Kern Water Bank Total:	\$15,059.00	\$15,059.00	\$0.00	\$0.00	\$0.00	\$0.00
Western Hills Fund						
Western Hills WD	\$9,698,419.00	\$0.00	\$0.00	\$0.00	\$1,101,662.00	\$8,596,757.00
Western Hills Fund Total:	\$9,698,419.00	\$0.00	\$0.00	\$0.00	\$1,101,662.00	\$8,596,757.00
Lower Kern River Fund						
California Water Service	\$12,295.92	\$12,295.92	\$0.00	\$0.00	\$0.00	\$0.00
Lower Kern River Fund Total:	\$12,295.92	\$12,295.92	\$0.00	\$0.00	\$0.00	\$0.00
Impr. Dist. No. 4 Operations						
City of Bakersfield DWR	\$15,361.89	\$15,361.89	\$0.00	\$0.00	\$0.00	\$0.00
California Water Service	\$190,971.42	\$190,971.42	\$0.00	\$0.00	\$0.00	\$0.00
East Niles CSD	\$211,644.67	\$152,517.74	\$59,126.93	\$0.00	\$0.00	\$0.00
North of the River MWD	\$165,192.97	\$112,463.91	\$52,729.06	\$0.00	\$0.00	\$0.00
Impr. Dist. No. 4 Operations Total:	\$583,170.95	\$471,314.96	\$111,855.99	\$0.00	\$0.00	\$0.00

**Kern County Water Agency
Accounts Receivable Aging
March 31, 2025**

	Total	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Cross Valley Canal Operations						
Arvin-Edison WSD	\$117,607.00	\$117,607.00	\$0.00	\$0.00	\$0.00	\$0.00
Belridge WSD	\$8,572.00	\$8,572.00	\$0.00	\$0.00	\$0.00	\$0.00
Berrenda Mesa WD	\$8,106.00	\$8,106.00	\$0.00	\$0.00	\$0.00	\$0.00
Buena Vista WSD	\$1,767.00	\$1,767.00	\$0.00	\$0.00	\$0.00	\$0.00
Cawelo WD	\$310,565.00	\$310,565.00	\$0.00	\$0.00	\$0.00	\$0.00
County of Fresno	\$10,782.00	\$10,782.00	\$0.00	\$0.00	\$0.00	\$0.00
Henry Miller WD	\$2,945.00	\$2,945.00	\$0.00	\$0.00	\$0.00	\$0.00
Kern Delta WD	\$2,116.00	\$2,116.00	\$0.00	\$0.00	\$0.00	\$0.00
Lost Hills WD	\$8,403.00	\$8,403.00	\$0.00	\$0.00	\$0.00	\$0.00
Pacific Gas & Electric	\$429.62	\$0.00	\$429.62	\$0.00	\$0.00	\$0.00
Semitropic WSD	\$12,682.00	\$12,682.00	\$0.00	\$0.00	\$0.00	\$0.00
Tehachapi-Cummings CWD	\$1,411.00	\$1,411.00	\$0.00	\$0.00	\$0.00	\$0.00
Tejon-Castac WD	\$405.00	\$405.00	\$0.00	\$0.00	\$0.00	\$0.00
West Kern WD	\$2,222.00	\$2,222.00	\$0.00	\$0.00	\$0.00	\$0.00
Wheeler Ridge-Maricopa WSD	\$16,317.00	\$16,317.00	\$0.00	\$0.00	\$0.00	\$0.00
Cross Valley Canal Operations Total:	\$504,329.62	\$503,900.00	\$429.62	\$0.00	\$0.00	\$0.00
Pioneer Project						
Berrenda Mesa WD	\$1,064.00	\$1,064.00	\$0.00	\$0.00	\$0.00	\$0.00
Pioneer Project Total:	\$1,064.00	\$1,064.00	\$0.00	\$0.00	\$0.00	\$0.00
Agency Participation in CVC						
Belridge WSD	\$17,548.34	\$17,548.34	\$0.00	\$0.00	\$0.00	\$0.00
Berrenda Mesa WD	\$16,594.15	\$16,594.15	\$0.00	\$0.00	\$0.00	\$0.00
Buena Vista WSD	\$3,617.75	\$3,617.75	\$0.00	\$0.00	\$0.00	\$0.00
Cawelo WD	\$6,498.96	\$6,498.96	\$0.00	\$0.00	\$0.00	\$0.00
Henry Miller WD	\$6,029.59	\$6,029.59	\$0.00	\$0.00	\$0.00	\$0.00
Kern Delta WD	\$4,332.64	\$4,332.64	\$0.00	\$0.00	\$0.00	\$0.00
Lost Hills WD	\$17,202.02	\$17,202.02	\$0.00	\$0.00	\$0.00	\$0.00
Semitropic WSD	\$25,961.46	\$25,961.46	\$0.00	\$0.00	\$0.00	\$0.00
Tehachapi-Cummings CWD	\$2,888.43	\$2,888.43	\$0.00	\$0.00	\$0.00	\$0.00
Tejon-Castac WD	\$830.28	\$830.28	\$0.00	\$0.00	\$0.00	\$0.00
West Kern WD	\$4,549.27	\$4,549.27	\$0.00	\$0.00	\$0.00	\$0.00
Wheeler Ridge-Maricopa WSD	\$33,403.62	\$33,403.62	\$0.00	\$0.00	\$0.00	\$0.00
Agency Participation in CVC Total:	\$139,456.51	\$139,456.51	\$0.00	\$0.00	\$0.00	\$0.00
Report Total:	\$33,589,402.67	\$1,197,813.21	\$112,285.61	\$0.00	\$23,679,348.85	\$8,599,955.00

**Kern County Water Agency
Summary of Consultant Fees
(Cash Basis)**

CONSULTANT	NINE MONTHS ENDED MARCH 31, 2025												
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
CONSULTING ENGINEERS													
Meyer Civil Engineering Inc.	5,777	26,804	-	2,708	5,061	43,271	52,745	6,929	2,480				145,774
Dee Jaspar & Associates, Inc.	-	17,877	1,457	1,437	1,247	8,872	3,808	-	85				34,782
Soils Engineering Inc.	12,433	3,518	-	-	1,535	-	-	-					17,485
Black & Veatch Corporation	-	4,470	-	8,163	-	-	-	-					12,633
V & A Inc.	-	8,452	-	-	-	-	-	-					8,452
Provost & Pritchard Inc.		98	-	-	2,406	-	2,090	973					5,567
GEI Consultants Inc.	-	-	-	1,136	-	690	568	-	2,586				4,980
NV5 Inc.	2,135		-	-	-	-	-	-					2,135
SUBTOTAL	20,345	61,219	1,457	13,443	10,249	52,833	59,211	7,902	5,151	-	-	-	231,809
AUDIT SERVICES													
Ernst & Young	-	-	46,650	31,100	31,100	31,100	15,550	-					155,500
Daniells Phillips Vaughan & Bock	-	-	-	-	-	-	-	20,500					20,500
SUBTOTAL	-	-	46,650	31,100	31,100	31,100	15,550	20,500	-	-	-	-	176,000
OTHER CONSULTANTS													
The Gualco Group	12,648	12,825	12,652	12,640	12,825	12,640	12,640	12,846	12,646				114,361
Carney's Business Technology Center	-	-	40,000	-	-	20,000	-	20,000	20,000				100,000
Northern Digital Inc.	3,237	3,473	13,511	2,963	2,273	3,393	3,005	24,897	857				57,607
Providence Strategic Consulting	5,615	5,357	6,918	6,541	3,546	4,330	4,998	8,149	8,876				54,330
Sarah Clayton	1,290	4,924	5,509	5,281	7,751	4,583	3,916	9,393	7,930				50,576
Woodard & Curran Inc.	1,609	-	-	9,059	-	-	-	28,086					38,754
Highland Economics LLC	-	19,500	-	-	-	-	-	-					19,500
Dale Fye dba Developing Solutions LLC	-	4,868	3,273	-	605	3,823	2,090	1,018					15,675
Milliman	-	-	-	14,770	-	-	-	-					14,770
Electrical Power Systems Inc.	-	-	-	9,230	-	-	-	-					9,230
Zanjero	-	-	-	6,183	-	2,885	-	-					9,068
South Valley Biology Consulting	-	857	1,125	-	-	806	-	1,837					4,624
SUBTOTAL	24,398	51,803	82,985	66,666	27,000	52,459	26,650	106,225	50,308	-	-	-	488,494
TOTAL CONSULTANT FEES	\$ 44,743	\$ 113,022	\$ 131,092	\$ 111,210	\$ 68,350	\$ 136,392	\$ 101,410	\$ 134,626	\$ 55,458	\$ -	\$ -	\$ -	\$ 896,303

Fund 001 General Fund
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	99,875	80,500	19,375	124	5,126,940	4,891,000	235,940	104	7,935,000	64
Reimbursements	296,125	296,116	8	100	2,665,125	2,688,379	(23,254)	99	3,576,730	74
Interest Income	1,624	325,000	(323,376)		978,080	975,000	3,080	100	1,300,000	75
Other Revenue	12,590	0	12,590		12,698	0	12,698		0	
Total Revenues	410,214	701,616	(291,402)	58	8,782,843	8,554,379	228,463	102	12,811,730	68
Expenditures										
Labor Costs	345,375	265,690	(79,685)	129	2,290,024	2,547,470	257,446	89	3,452,630	66
Operations	9,468	200	(9,268)	4,734	32,511	4,550	(27,961)	714	6,400	507
Maintenance	37,888	23,700	(14,188)	159	232,091	249,150	17,059	93	315,500	73
Administration	63,892	27,345	(36,546)	233	323,664	368,648	44,984	87	469,204	68
Prof Services	83,179	24,953	(58,226)	333	309,326	366,333	57,007	84	406,200	76
Capital Outlays	9,224	0	(9,224)		32,309	373,450	341,141	8	373,450	8
Other Expenses	8,409	24,250	15,841	34	70,668	262,470	191,802	26	348,920	20
Total Expenditures	557,435	366,138	(191,296)	152	3,290,593	4,172,071	881,478	78	5,372,304	61
Interfund Transfers										
Transfers Out	0	0	0		3,300,000	0	(3,300,000)		7,440,426	44
Net Transfers	0	0	0		(3,300,000)	0	(3,300,000)		(7,440,426)	44
Net After Transfers	(147,218)	335,478	(482,696)	(43)	2,192,250	4,382,307	(2,190,057)	50	(1,000)	(219,216)

Fund 001 General Fund
Core 01 General Fund Revenues
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	99,875	80,500	19,375	124	5,126,940	4,891,000	235,940	104	7,935,000	64
Reimbursements	296,125	296,116	8	100	2,665,125	2,665,049	75	100	3,553,400	75
Interest Income	1,624	325,000	(323,376)		978,080	975,000	3,080	100	1,300,000	75
Total Revenues	397,624	701,616	(303,992)	56	8,770,145	8,531,049	239,095	102	12,788,400	68
Expenditures										
Administration	0	0	0		4	100	96	4	100	4
Prof Services	506	515	9	98	4,069	15,645	11,576	26	17,200	23
Other Expenses	0	15,000	15,000		0	165,000	165,000		225,000	
Total Expenditures	506	15,515	15,009	3	4,073	180,745	176,672	2	242,300	1
Interfund Transfers										
Transfers Out	0	0	0		3,300,000	0	(3,300,000)		7,440,426	44
Net Transfers	0	0	0		(3,300,000)	0	(3,300,000)		(7,440,426)	44
Net After Transfers	397,118	686,101	(288,983)	57	5,466,073	8,350,304	(2,884,231)	65	5,105,673	107

Fund 001 General Fund
Core 05 Budget & Treasury
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	9,579	15,910	6,331	60	52,424	149,820	97,396	34	204,410	25
Administration	0	700	700		3,763	5,550	1,787	67	9,450	39
Prof Services	0	0	0		28	10,000	9,972		10,000	
Other Expenses	0	100	100		234	900	666	26	1,200	19
Total Expenditures	9,579	16,710	7,131	57	56,449	166,270	109,821	33	225,060	25
Net After Transfers	(9,578)	(16,710)	7,131	57	(56,448)	(166,270)	109,821	33	(225,060)	25

Fund 001 General Fund
Core 06 Administrative Facilities
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	4,852	8,810	3,958	55	37,590	83,160	45,570	45	113,460	33
Operations	0	0	0		200	250	50	80	500	40
Maintenance	26,284	15,200	(11,084)	172	99,971	137,250	37,279	72	183,300	54
Administration	17,538	9,250	(8,288)	189	97,816	106,700	8,884	91	135,650	72
Prof Services	0	500	500		320	30,500	30,180	1	32,000	1
Capital Outlays	0	0	0		1,131	210,000	208,869		210,000	
Other Expenses	0	650	650		5,093	1,950	(3,143)	261	2,600	195
Total Expenditures	48,674	34,410	(14,264)	141	242,121	569,810	327,689	42	677,510	35
Net After Transfers	(48,676)	(34,410)	(14,266)	141	(242,117)	(569,810)	327,692	42	(677,510)	35

Fund 001 General Fund

Core 10 Board Policy

Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	11,043	0	(11,043)		33,003	0	(33,003)		0	
Administration	4,918	0	(4,918)		7,960	0	(7,960)		0	
Prof Services	3,240	0	(3,240)		11,160	0	(11,160)		0	
Other Expenses	0	0	0		0	0	0		0	
Total Expenditures	19,201	0	(19,201)		52,123	0	(52,123)		0	
Net After Transfers	(19,200)	0	(19,200)		(52,123)	0	(52,123)		0	

Fund 001 General Fund
Core 11 KCWA Management
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	31,839	0	(31,839)		91,277	0	(91,277)		0	
Administration	201	0	(201)		438	0	(438)		0	
Prof Services	349	0	(349)		349	0	(349)		0	
Other Expenses	0	0	0		0	0	0		0	
Total Expenditures	32,389	0	(32,389)		92,064	0	(92,064)		0	
Net After Transfers	(32,388)	0	(32,388)		(92,064)	0	(92,064)		0	

Fund 001 General Fund
Core 14 Non SWP/Non MU Water Mgmt
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	2,225	8,910	6,685	24	36,513	91,180	54,667	40	121,510	30
Operations	0	0	0		7	100	93	7	100	7
Maintenance	0	0	0		0	100	100		100	
Administration	456	1,967	1,511	23	3,380	15,110	11,730	22	17,120	19
Prof Services	5,532	2,688	(2,844)	205	28,761	24,188	(4,573)	118	32,250	89
Other Expenses	0	0	0		279	0	(279)		0	
Total Expenditures	8,213	13,565	5,352	60	68,940	130,678	61,738	52	171,080	40
Net After Transfers	(8,213)	(13,565)	5,351	60	(68,940)	(130,678)	61,737	52	(171,080)	40

Fund 001 General Fund
Core 52 Operations Group Home Cost Ctr
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Other Revenue	12,078	0	12,078		12,078	0	12,078		0	
Total Revenues	12,078	0	12,078		12,078	0	12,078		0	
Expenditures										
Labor Costs	93,933	0	(93,933)		206,464	0	(206,464)		0	
Operations	9,134	0	(9,134)		28,555	0	(28,555)		0	
Maintenance	5,524	0	(5,524)		26,794	0	(26,794)		0	
Administration	7,162	0	(7,162)		22,027	0	(22,027)		0	
Prof Services	64	0	(64)		80	0	(80)		0	
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		140	0	(140)		0	
Total Expenditures	115,817	0	(115,817)		284,060	0	(284,060)		0	
Net After Transfers	(103,737)	0	(103,737)		(271,982)	0	(271,982)		0	

Fund 001 General Fund
Core 85 Water Well Ordinance
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	0	0	0		0	23,330	(23,330)		23,330	
Total Revenues	0	0	0		0	23,330	(23,330)		23,330	
Expenditures										
Labor Costs	504	1,720	1,216	29	3,859	17,000	13,141	22	22,930	16
Administration	0	0	0		282	400	118	70	400	70
Total Expenditures	504	1,720	1,216	29	4,141	17,400	13,259	23	23,330	17
Net After Transfers	(504)	(1,720)	1,215	29	(4,140)	5,930	(10,070)	(69)	0	

Fund 001 General Fund
Core 86 EGS Home Code
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	29,746	0	(29,746)		127,920	0	(127,920)		0	
Operations	249	0	(249)		400	0	(400)		0	
Maintenance	0	0	0		461	0	(461)		0	
Administration	6,109	0	(6,109)		13,177	0	(13,177)		0	
Prof Services	64	0	(64)		3,188	0	(3,188)		0	
Capital Outlays	5,571	0	(5,571)		5,571	0	(5,571)		0	
Other Expenses	0	0	0		0	0	0		0	
Total Expenditures	41,739	0	(41,739)		150,717	0	(150,717)		0	
Net After Transfers	(41,739)	0	(41,739)		(150,716)	0	(150,716)		0	

Fund 001 General Fund
Core 87 Groundwater Activities
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	20,378	28,360	7,982	71	267,709	303,870	36,161	88	400,470	66
Operations	0	0	0		2,402	2,400	(2)	100	3,400	70
Maintenance	0	0	0		1,274	2,300	1,026	55	3,300	38
Administration	0	0	0		8,691	9,940	1,249	87	9,940	87
Prof Services	0	0	0		11,633	10,750	(883)	108	10,750	108
Capital Outlays	0	0	0		0	3,000	3,000		3,000	
Other Expenses	0	0	0		5,130	7,900	2,770	64	7,900	64
Total Expenditures	20,378	28,360	7,982	71	296,839	340,160	43,321	87	438,760	67
Net After Transfers	(20,378)	(28,360)	7,981	71	(296,842)	(340,160)	43,317	87	(438,760)	67

Fund 001 General Fund
Core 88 Intertie Activities
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	0	140	140		0	1,320	1,320		1,800	
Administration	0	0	0		24	100	76	24	100	24
Total Expenditures	0	140	140		24	1,420	1,396	1	1,900	1
Net After Transfers	0	(140)	140		(24)	(1,420)	1,396	1	(1,900)	1

Fund 001 General Fund
Core 89 Indian Wells Valley
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	5,116	5,150	34	99	28,813	51,390	22,577	56	68,940	41
Operations	0	0	0		18	0	(18)		0	
Administration	0	0	0		905	2,250	1,345	40	2,800	32
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		725	800	75	90	800	90
Total Expenditures	5,116	5,150	34	99	30,461	54,440	23,979	55	72,540	41
Net After Transfers	(5,116)	(5,150)	33	99	(30,460)	(54,440)	23,980	55	(72,540)	41

Fund 001 General Fund
Core 93 Risk Management and Safety
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	2,264	5,670	3,406	39	12,824	53,490	40,666	23	72,960	17
Administration	162	75	(87)	216	3,066	2,325	(741)	131	2,800	109
Prof Services	0	0	0		0	6,000	6,000		6,000	
Total Expenditures	2,426	5,745	3,319	42	15,890	61,815	45,925	25	81,760	19
Net After Transfers	(2,426)	(5,745)	3,318	42	(15,891)	(61,815)	45,923	25	(81,760)	19

Fund 001 General Fund
Core 94 Human Resources
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	44,607	61,430	16,823	72	477,298	578,790	101,492	82	788,910	60
Operations	85	125	40	68	852	1,125	273	75	1,500	56
Maintenance	2,355	150	(2,205)	1,570	2,379	1,350	(1,029)	176	1,800	132
Administration	2,717	2,040	(677)	133	44,462	57,684	13,222	77	65,194	68
Prof Services	1,744	1,250	(494)	139	69,050	11,250	(57,800)	613	40,000	172
Capital Outlays	0	0	0		2,206	450	(1,756)	490	450	490
Other Expenses	3,984	1,000	(2,984)	398	19,932	17,720	(2,212)	112	20,720	96
Total Expenditures	55,492	65,995	10,503	84	616,179	668,369	52,190	92	918,574	67
Net After Transfers	(55,489)	(65,995)	10,505	84	(616,179)	(668,369)	52,189	92	(918,574)	67

Fund 001 General Fund
Core 95 Accounting and Finance
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	50,201	52,260	2,059	96	518,464	492,360	(26,104)	105	671,040	77
Maintenance	0	0	0		21,773	26,000	4,227	83	26,000	83
Administration	4,385	200	(4,185)	2,192	17,996	28,100	10,104	64	31,800	56
Prof Services	50,180	20,000	(30,180)	250	72,120	80,000	7,880	90	80,000	90
Other Expenses	0	0	0		854	700	(154)	122	700	122
Total Expenditures	104,766	72,460	(32,306)	144	631,207	627,160	(4,047)	100	809,540	77
Net After Transfers	(104,764)	(72,460)	(32,304)	144	(631,207)	(627,160)	(4,047)	100	(809,540)	77

Fund 001 General Fund
Core 96 Administrative Grounds Maint
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	2,225	6,400	4,175	34	23,712	59,840	36,128	39	81,280	29
Maintenance	2,670	5,000	2,330	53	64,421	70,000	5,579	92	85,000	75
Administration	0	30	30		2,888	3,490	602	82	17,600	16
Prof Services	0	0	0		918	750	(168)	122	750	122
Total Expenditures	4,895	11,430	6,535	42	91,939	134,080	42,141	68	184,630	49
Net After Transfers	(4,894)	(11,430)	6,535	42	(91,938)	(134,080)	42,141	68	(184,630)	49

Fund 001 General Fund
Core 97 General Support Services
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Other Revenue	512	0	512		620	0	620		0	
Total Revenues	512	0	512		620	0	620		0	
Expenditures										
Labor Costs	36,863	70,930	34,067	51	372,154	665,250	293,096	55	904,920	41
Operations	0	75	75		77	675	598	11	900	8
Maintenance	1,055	3,350	2,295	31	15,018	12,150	(2,868)	123	16,000	93
Administration	20,244	13,083	(7,160)	154	96,785	136,899	40,114	70	176,250	54
Prof Services	21,500	0	(21,500)		107,650	177,250	69,600	60	177,250	60
Capital Outlays	3,653	0	(3,653)		23,401	160,000	136,599	14	160,000	14
Other Expenses	4,425	7,500	3,075	59	38,281	67,500	29,219	56	90,000	42
Total Expenditures	87,740	94,938	7,198	92	653,366	1,219,724	566,358	53	1,525,320	42
Net After Transfers	(87,226)	(94,938)	7,711	91	(652,745)	(1,219,724)	566,979	53	(1,525,319)	42

Fund 002 State Contract Payment Fund
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		164,768,795	236,534,852	(71,766,057)	69	236,534,852	69
User Charges	0	0	0		0	0	0		0	
Reimbursements	83,600	19,000	64,600	440	6,744,054	364,500	6,379,554	1,850	421,500	1,600
Interest Income	0	150,000	(150,000)		485,815	450,000	35,815	107	660,000	73
Total Revenues	83,600	169,000	(85,400)	49	171,998,664	237,349,352	(65,350,688)	72	237,616,352	72
Expenditures										
Labor Costs	119,956	252,870	132,914	47	1,303,271	2,478,820	1,175,549	52	3,346,500	38
Wtr Purch & Fees	8,096,567	0	(8,096,567)		147,411,034	236,534,852	89,123,818	62	237,194,852	62
Operations	6,988	100	(6,888)	6,988	58,192	900	(57,292)	6,465	96,200	60
Maintenance	0	0	0		0	250	250		500	
Administration	95,146	87,695	(7,451)	108	2,527,876	2,770,695	242,819	91	3,073,030	82
Prof Services	31,858	16,275	(15,583)	195	411,667	449,975	38,308	91	498,800	82
Capital Outlays	0	0	0		4,940	0	(4,940)		0	
Other Expenses	0	0	0		71,516	4,500	(67,016)	1,589	4,500	1,589
Total Expenditures	8,350,515	356,940	(7,993,575)	2,339	151,788,496	242,239,992	90,451,496	62	244,214,382	62
Interfund Transfers										
Transfers In	0	0	0		3,300,000	0	3,300,000		6,598,030	50
Net Transfers	0	0	0		3,300,000	0	3,300,000		6,598,030	50
Net After Transfers	(8,266,914)	(187,940)	(8,078,974)	4,398	23,510,169	(4,890,640)	28,400,809	(480)	0	

Fund 002 State Contract Payment Fund

Core 12 Sacramento Office

Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	1,005	0	(1,005)		2,339	0	(2,339)		0	
Operations	6,988	0	(6,988)		57,043	0	(57,043)		0	
Administration	2,026	0	(2,026)		12,060	0	(12,060)		0	
Capital Outlays	0	0	0		257	0	(257)		0	
Total Expenditures	10,019	0	(10,019)		71,699	0	(71,699)		0	
Net After Transfers	(10,018)	0	(10,018)		(71,697)	0	(71,697)		0	

Fund 002 State Contract Payment Fund

Core 16 State Activities

Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	0	0		0	
Reimbursements	60,000	0	60,000		266,874	196,500	70,374	135	196,500	135
Total Revenues	60,000	0	60,000		266,874	196,500	70,374	135	196,500	135
Expenditures										
Labor Costs	48,646	123,240	74,594	39	539,209	1,214,240	675,031	44	1,638,240	32
Operations	0	100	100		0	900	900		76,200	
Maintenance	0	0	0		0	250	250		500	
Administration	50,037	41,370	(8,667)	120	1,385,501	1,521,670	136,169	91	1,673,380	82
Prof Services	16,680	6,950	(9,730)	240	274,388	264,050	(10,338)	103	284,900	96
Other Expenses	0	0	0		8,729	4,500	(4,229)	193	4,500	193
Total Expenditures	115,363	171,660	56,297	67	2,207,827	3,005,610	797,783	73	3,677,720	60
Interfund Transfers										
Transfers In	0	0	0		3,300,000	0	3,300,000		3,481,220	94
Net Transfers	0	0	0		3,300,000	0	3,300,000		3,481,220	94
Net After Transfers	(55,363)	(171,660)	116,296	32	1,359,047	(2,809,110)	4,168,157	(48)	0	

Fund 002 State Contract Payment Fund

Core 17 Local Activities

Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	23,600	19,000	4,600	124	133,770	168,000	(34,230)	79	225,000	59
Interest Income	0	0	0		0	0	0		0	
Total Revenues	23,600	19,000	4,600	124	133,770	168,000	(34,230)	79	225,000	59
Expenditures										
Labor Costs	62,197	71,670	9,473	86	652,585	698,770	46,185	93	944,090	69
Operations	0	0	0		1,149	0	(1,149)		0	
Administration	24,150	25,450	1,300	94	297,820	323,500	25,680	92	401,550	74
Prof Services	160	0	(160)		16,465	25,000	8,535	65	25,000	65
Capital Outlays	0	0	0		4,683	0	(4,683)		0	
Other Expenses	0	0	0		61,811	0	(61,811)		0	
Total Expenditures	86,507	97,120	10,613	89	1,034,513	1,047,270	12,757	98	1,370,640	75
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,145,640	
Net Transfers	0	0	0		0	0	0		1,145,640	
Net After Transfers	(62,908)	(78,120)	15,211	80	(900,742)	(879,270)	(21,472)	102	0	

Fund 002 State Contract Payment Fund

Core 18 Bay-Delta Activities

Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	8,108	57,960	49,852	13	109,138	565,810	456,672	19	764,170	14
Operations	0	0	0		0	0	0		20,000	
Administration	18,933	20,875	1,942	90	832,495	925,525	93,030	89	998,100	83
Prof Services	15,018	9,325	(5,693)	161	120,814	160,925	40,111	75	188,900	63
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		976	0	(976)		0	
Total Expenditures	42,059	88,160	46,101	47	1,063,423	1,652,260	588,837	64	1,971,170	53
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,971,170	
Net Transfers	0	0	0		0	0	0		1,971,170	
Net After Transfers	(42,058)	(88,160)	46,101	47	(1,063,422)	(1,652,260)	588,837	64	0	

Fund 002 State Contract Payment Fund
Core 19 State Contract Payment
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		164,768,795	236,534,852	(71,766,057)	69	236,534,852	69
Reimbursements	0	0	0		6,343,410	0	6,343,410		0	
Interest Income	0	150,000	(150,000)		485,815	450,000	35,815	107	660,000	73
Total Revenues	0	150,000	(150,000)		171,598,020	236,984,852	(65,386,832)	72	237,194,852	72
Expenditures										
Wtr Purch & Fees	8,096,567	0	(8,096,567)		147,411,034	236,534,852	89,123,818	62	237,194,852	62
Total Expenditures	8,096,567	0	(8,096,567)		147,411,034	236,534,852	89,123,818	62	237,194,852	62
Net After Transfers	(8,096,567)	150,000	(8,246,567)	(5,397)	24,186,985	450,000	23,736,985	5,374	0	

Fund 007 Kern Fan Monitoring Committee
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	34,123	33,300	823	102	63,405	99,900	(36,495)	63	133,870	47
Interest Income	0	0	0		(1,874)	0	(1,874)		0	
Total Revenues	34,123	33,300	823	102	61,531	99,900	(38,369)	61	133,870	45
Expenditures										
Labor Costs	6,031	6,620	589	91	38,421	65,780	27,359	58	88,560	43
Operations	805	0	(805)		3,825	2,100	(1,725)	182	2,500	153
Maintenance	0	0	0		163	200	37	81	400	40
Administration	3,283	3,450	167	95	31,660	31,550	(110)	100	41,450	76
Other Expenses	0	0	0		975	960	(15)	101	960	101
Total Expenditures	10,119	10,070	(49)	100	75,044	100,590	25,546	74	133,870	56
Net After Transfers	24,002	23,230	772	103	(13,513)	(690)	(12,823)	1,958	0	

Fund 008 Kern Water Bank
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	15,059	210,487	(195,428)	7	312,592	991,040	(678,448)	31	1,622,500	19
Interest Income	0	0	0		(11,988)	0	(11,988)		0	
Total Revenues	15,059	210,487	(195,428)	7	300,604	991,040	(690,436)	30	1,622,500	18
Expenditures										
Labor Costs	15,952	14,760	(1,192)	108	117,217	339,380	222,163	34	387,740	30
Wtr Purch & Fees	92,544	95,000	2,456	97	126,609	307,399	180,790	41	592,400	21
Operations	364	1,313	949	27	5,401	16,414	11,013	32	20,355	26
Maintenance	20	2,321	2,301		4,297	15,564	11,267	27	22,530	19
Administration	11,426	12,253	827	93	110,928	120,056	9,128	92	156,815	70
Prof Services	120	0	(120)		600	72,500	71,900		72,500	
Capital Outlays	0	0	0		0	370,000	370,000		370,000	
Other Expenses	0	0	0		601	532,464	531,863		532,465	
Total Expenditures	120,426	125,648	5,222	95	365,653	1,773,781	1,408,128	20	2,154,805	16
Net After Transfers	(105,368)	84,838	(190,207)	(124)	(65,051)	(782,741)	717,690	8	(532,304)	12

Fund 008 Kern Water Bank
Core 81 KWB Recharge Operations
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	9,237	210,487	(201,250)	4	49,344	631,460	(582,116)	7	1,262,920	3
Interest Income	0	0	0		(11,988)	0	(11,988)		0	
Total Revenues	9,237	210,487	(201,250)	4	37,356	631,460	(594,104)	5	1,262,920	2
Expenditures										
Labor Costs	5,525	14,760	9,235	37	30,800	108,200	77,400	28	156,560	19
Wtr Purch & Fees	92,544	95,000	2,456	97	126,609	285,000	158,391	44	570,000	22
Operations	0	1,313	1,313		0	3,939	3,939		7,880	
Maintenance	0	2,321	2,321		0	6,964	6,964		13,930	
Administration	5,713	6,540	827	87	56,344	56,930	586	98	76,550	73
Prof Services	120	0	(120)		600	68,000	67,400		68,000	
Capital Outlays	0	0	0		0	370,000	370,000		370,000	
Total Expenditures	103,902	119,935	16,033	86	214,353	899,035	684,682	23	1,262,920	16
Net After Transfers	(94,664)	90,551	(185,215)	(104)	(176,998)	(267,575)	90,577	66	0	(44,249,57)

Fund 008 Kern Water Bank
Core 83 Kern Water Bank Recovery
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	5,822	0	5,822		263,248	359,580	(96,332)	73	359,580	73
Total Revenues	5,822	0	5,822		263,248	359,580	(96,332)	73	359,580	73
Expenditures										
Labor Costs	10,427	0	(10,427)		86,417	231,180	144,763	37	231,180	37
Wtr Purch & Fees	0	0	0		0	22,399	22,399		22,400	
Operations	364	0	(364)		5,401	12,474	7,073	43	12,475	43
Maintenance	20	0	(20)		4,297	8,599	4,302	49	8,600	49
Administration	5,713	5,713	0	100	54,584	63,125	8,541	86	80,265	68
Prof Services	0	0	0		0	4,500	4,500		4,500	
Other Expenses	0	0	0		601	532,464	531,863		532,465	
Total Expenditures	16,524	5,713	(10,811)	289	151,300	874,745	723,445	17	891,885	16
Net After Transfers	(10,704)	(5,713)	(4,991)	187	111,947	(515,165)	627,112	(21)	(532,304)	(21)

Fund 014 Zone of Benefit No. 7
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	246,772	209,000	37,772	118	10,973,125	12,187,000	(1,213,875)	90	19,345,000	56
Interest Income	3,960	225,000	(221,040)	1	796,060	675,000	121,060	117	900,000	88
Total Revenues	250,732	434,000	(183,268)	57	11,769,185	12,862,000	(1,092,815)	91	20,245,000	58
Expenditures										
Wtr Purch & Fees	0	0	0		12,736,042	11,607,000	(1,129,042)	109	52,629,337	24
Other Expenses	0	0	0		0	0	0		45,000	
Total Expenditures	0	0	0		12,736,042	11,607,000	(1,129,042)	109	52,674,337	24
Net After Transfers	250,732	434,000	(183,267)	57	(966,856)	1,255,000	(2,221,856)	(77)	(32,429,337)	2

Fund 019 Zone of Benefit No. 17
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	135,473	262,000	(126,527)	51	6,229,602	12,216,000	(5,986,398)	50	19,734,000	31
Interest Income	2,107	230,000	(227,893)		681,847	690,000	(8,153)	98	920,000	74
Total Revenues	137,580	492,000	(354,420)	27	6,911,449	12,906,000	(5,994,551)	53	20,654,000	33
Expenditures										
Wtr Purch & Fees	0	0	0		9,292,613	19,734,000	10,441,387	47	53,464,364	17
Total Expenditures	0	0	0		9,292,613	19,734,000	10,441,387	47	53,464,364	17
Net After Transfers	137,579	492,000	(354,420)	27	(2,381,164)	(6,828,000)	4,446,835	34	(32,810,364)	7

Fund 020 Zone of Benefit No. 18
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	8,471	0	8,471		611,132	1,310,400	(699,268)	46	2,248,000	27
Interest Income	257	18,000	(17,743)	1	82,319	54,000	28,319	152	72,000	114
Total Revenues	8,728	18,000	(9,272)	48	693,451	1,364,400	(670,949)	50	2,320,000	29
Expenditures										
Wtr Purch & Fees	0	0	0		1,058,595	2,248,000	1,189,405	47	6,208,474	17
Other Expenses	0	0	0		0	0	0		5,000	
Total Expenditures	0	0	0		1,058,595	2,248,000	1,189,405	47	6,213,474	17
Net After Transfers	8,728	18,000	(9,271)	48	(365,144)	(883,600)	518,455	41	(3,893,474)	9

Fund 021 Zone of Benefit No. 19
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	109,996	268,000	(158,004)	41	5,420,665	9,744,000	(4,323,335)	55	17,486,000	31
Interest Income	1,785	125,000	(123,215)	1	612,462	375,000	237,462	163	500,000	122
Total Revenues	111,781	393,000	(281,219)	28	6,033,127	10,119,000	(4,085,873)	59	17,986,000	33
Expenditures										
Wtr Purch & Fees	0	0	0		8,234,018	17,486,000	9,251,982	47	47,712,821	17
Other Expenses	0	0	0		0	0	0		35,000	
Total Expenditures	0	0	0		8,234,018	17,486,000	9,251,982	47	47,747,821	17
Net After Transfers	111,779	393,000	(281,220)	28	(2,200,890)	(7,367,000)	5,166,109	29	(29,761,821)	7

Fund 025 Western Hills Fund
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		1,951,905	1,784,000	167,905	109	1,784,000	109
Interest Income	0	0	0		6,188	0	6,188		0	
Total Revenues	0	0	0		1,958,093	1,784,000	174,093	109	1,784,000	109
Expenditures										
Labor Costs	4,948	2,840	(2,108)	174	23,768	27,530	3,762	86	37,310	63
Wtr Purch & Fees	0	0	0		4,941	1,993,000	1,988,059		8,266,121	
Administration	2,139	2,025	(114)	105	20,368	20,555	187	99	26,630	76
Prof Services	760	0	(760)		9,439	0	(9,439)		0	
Other Expenses	0	0	0		325,834	358,950	33,116	90	358,950	90
Total Expenditures	7,847	4,865	(2,982)	161	384,350	2,400,035	2,015,685	16	8,689,011	4
Net After Transfers	(7,845)	(4,865)	(2,980)	161	1,573,744	(616,035)	2,189,779	(255)	(6,905,011)	(22)

Fund 026 Lower Kern River Fund
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		(685)	0	(685)		0	
User Charges	0	0	0		106,306	0	106,306		0	
Reimbursements	0	0	0		588,577	588,577	0	100	588,577	100
Interest Income	0	3,750	(3,750)		84,936	11,250	73,686	754	15,000	566
Other Revenue	12,296	976,715	(964,419)	1	12,296	979,015	(966,719)	1	979,015	1
Total Revenues	12,296	980,465	(968,169)	1	791,430	1,578,842	(787,412)	50	1,582,592	50
Expenditures										
Labor Costs	4,560	8,040	3,480	56	38,147	77,960	39,813	48	105,580	36
Wtr Purch & Fees	0	0	0		89,518	0	(89,518)		808,044	11
Administration	5,458	6,367	909	85	49,485	60,500	11,015	81	79,600	62
Prof Services	45,805	0	(45,805)		215,541	187,350	(28,191)	115	189,800	113
Other Expenses	0	0	0		471,484	490,500	19,016	96	492,000	95
Total Expenditures	55,823	14,407	(41,416)	387	864,175	816,310	(47,865)	105	1,675,024	51
Interfund Transfers										
Transfers In	0	0	0		0	180,000	(180,000)		180,000	
Transfers Out	0	0	0		0	1,048,058	1,048,058		1,119,400	
Net Transfers	0	0	0		0	(868,058)	868,058		(939,400)	
Net After Transfers	(43,524)	966,058	(1,009,582)	(4)	(72,746)	(105,526)	32,779	68	(1,031,832)	7

Fund 027 Entitlement Retention Fund
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		548,710	1,767,600	(1,218,890)	31	1,767,600	31
Interest Income	0	0	0		(8,797)	0	(8,797)		0	
Total Revenues	0	0	0		539,913	1,767,600	(1,227,687)	30	1,767,600	30
Expenditures										
Labor Costs	759	910	151	83	890	9,080	8,190	9	12,220	7
Wtr Purch & Fees	0	0	0		1,150,496	1,767,600	617,104	65	1,767,600	65
Administration	517	516	(1)	100	4,948	5,659	711	87	7,210	68
Prof Services	0	0	0		1,606	1,700	94	94	1,700	94
Total Expenditures	1,276	1,426	150	89	1,157,940	1,784,039	626,099	64	1,788,730	64
Interfund Transfers										
Transfers In	0	0	0		0	0	0		21,130	
Net Transfers	0	0	0		0	0	0		21,130	
Net After Transfers	(1,276)	(1,426)	149	89	(618,026)	(16,439)	(601,587)	3,759	0	

Fund 029 Water Management Fund
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	100,000	(100,000)		513,437	300,000	213,437	171	400,000	128
Other Revenue	0	0	0		977,032	0	977,032		0	
Total Revenues	0	100,000	(100,000)		1,490,469	300,000	1,190,469	496	400,000	372
Expenditures										
Wtr Purch & Fees	0	0	0		0	0	0		66,101,839	
Administration	75	75	0	100	675	675	0	100	900	75
Total Expenditures	75	75	0	100	675	675	0	100	66,102,739	
Interfund Transfers										
Transfers In	0	0	0		0	0	0		2,997,666	
Transfers Out	0	0	0		0	0	0		1,299,400	
Net Transfers	0	0	0		0	0	0		1,698,266	
Net After Transfers	(75)	99,925	(100,000)	()	1,489,793	299,325	1,190,468	497	(64,004,472)	(2)

Fund 031 Improvement District No. 1
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	1,810	1,000	810	181	87,342	78,000	9,342	111	121,000	72
Interest Income	30	2,000	(1,970)	1	11,674	8,000	3,674	145	10,000	116
Total Revenues	1,840	3,000	(1,160)	61	99,016	86,000	13,016	115	131,000	75
Expenditures										
Labor Costs	295	1,400	1,105	21	2,004	14,220	12,216	14	19,000	10
Operations	0	0	0		0	1,000	1,000		1,000	
Administration	1,642	1,600	(42)	102	14,999	14,900	(99)	100	20,000	74
Prof Services	180	4,000	3,820	4	5,875	27,000	21,125	21	31,000	18
Capital Outlays	0	0	0		0	125,000	125,000		125,000	
Other Expenses	0	0	0		0	0	0		1,400	
Total Expenditures	2,117	7,000	4,883	30	22,878	182,120	159,242	12	197,400	11
Net After Transfers	(276)	(4,000)	3,723	6	76,135	(96,120)	172,255	(79)	(66,400)	(114)

Fund 033 Improvement District No. 3
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	561	0	561		10,616	8,000	2,616	132	13,500	78
Interest Income	4	0	4		(10,572)	0	(10,572)		0	
Total Revenues	565	0	565		44	8,000	(7,956)		13,500	
Expenditures										
Labor Costs	1,335	1,880	545	71	23,669	21,170	(2,499)	111	27,930	84
Operations	0	0	0		132	0	(132)		0	
Maintenance	0	0	0		19	0	(19)		0	
Administration	3,653	3,383	(270)	107	31,278	31,879	601	98	43,180	72
Prof Services	0	0	0		3,118	5,600	2,482	55	5,600	55
Other Expenses	0	0	0		106	90	(16)	117	190	55
Total Expenditures	4,988	5,263	275	94	58,322	58,739	417	99	76,900	75
Interfund Transfers										
Transfers In	0	0	0		0	0	0		62,400	
Net Transfers	0	0	0		0	0	0		62,400	
Net After Transfers	(4,425)	(5,263)	837	84	(58,278)	(50,739)	(7,539)	114	(1,000)	5,827

Fund 034 Impr. Dist. No. 4 Operations
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		10,703,250	10,703,250	0	100	10,703,250	100
User Charges	691,489	385,208	306,280	179	5,616,746	6,575,172	(958,426)	85	9,275,630	60
Grnd Wtr Charges	318	0	318		1,334,524	1,251,400	83,124	106	2,215,120	60
Reimbursements	0	0	0		245,900	0	245,900		320,000	76
Interest Income	0	50,000	(50,000)		88,111	150,000	(61,889)	58	200,000	44
Other Revenue	0	0	0		8,425	10,000	(1,575)	84	20,000	42
Total Revenues	691,807	435,208	256,598	158	17,996,956	18,689,822	(692,866)	96	22,734,000	79
Expenditures										
Labor Costs	455,965	411,976	(43,988)	110	3,576,667	4,102,259	525,592	87	5,505,500	64
Wtr Purch & Fees	14,823	45,833	31,010	32	2,052,515	3,053,689	1,001,174	67	3,846,180	53
Operations	154,299	202,991	48,692	76	1,577,592	1,827,099	249,507	86	2,436,250	64
Power	311,161	643,979	332,818	48	4,391,715	5,795,819	1,404,104	75	7,727,760	56
Maintenance	35,802	58,937	23,135	60	572,229	541,550	(30,678)	105	720,880	79
Administration	138,426	126,299	(12,126)	109	1,378,396	1,513,262	134,866	91	1,859,840	74
Prof Services	81,209	18,916	(62,292)	429	235,617	664,549	428,932	35	721,300	32
Capital Outlays	23,332	0	(23,332)		369,898	1,053,800	683,902	35	1,053,800	35
Debt Repayment	0	0	0		22,774	178,400	155,626	12	178,400	12
Other Expenses	21,807	19,674	(2,132)	110	302,640	248,594	(54,045)	121	307,620	98
Total Expenditures	1,236,824	1,528,610	291,786	80	14,480,043	18,979,027	4,498,984	76	24,357,530	59
Interfund Transfers										
Transfers Out	0	0	0		789,204	789,210	6	99	789,210	99
Net Transfers	0	0	0		(789,204)	(789,210)	6	99	(789,210)	99
Net After Transfers	(545,019)	(1,093,402)	548,382	49	2,727,698	(1,078,414)	3,806,112	(252)	(2,412,736)	(113)

Fund 034 Impr. Dist. No. 4 Operations
Core 42 Maintenance Dept Home Code
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	25,003	0	(25,003)		90,000	0	(90,000)		0	
Operations	2,118	0	(2,118)		6,667	0	(6,667)		0	
Maintenance	4,441	0	(4,441)		10,033	0	(10,033)		0	
Administration	4,245	0	(4,245)		9,071	0	(9,071)		0	
Prof Services	1,429	0	(1,429)		1,429	0	(1,429)		0	
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	29	0	(29)		29	0	(29)		0	
Total Expenditures	37,265	0	(37,265)		117,229	0	(117,229)		0	
Net After Transfers	(37,264)	0	(37,264)		(117,229)	0	(117,229)		0	

Fund 034 Impr. Dist. No. 4 Operations
Core 43 ID#4 Water Sup.- Groundwater
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		210,760	1,695,000	(1,484,240)	12	2,678,200	7
Reimbursements	0	0	0		245,900	0	245,900		320,000	76
Total Revenues	0	0	0		456,660	1,695,000	(1,238,340)	26	2,998,200	15
Expenditures										
Labor Costs	7,283	11,816	4,533	61	32,183	113,929	81,746	28	154,150	20
Wtr Purch & Fees	0	0	0		540,974	1,531,190	990,216	35	1,816,180	29
Operations	0	833	833		597	7,499	6,902	7	10,000	5
Power	2,431	170,854	168,423	1	239,655	1,537,694	1,298,039	15	2,050,260	11
Maintenance	3,415	3,125	(290)	109	65,023	29,458	(35,564)	220	39,500	164
Administration	2,800	3,029	229	92	53,868	58,360	4,492	92	68,150	79
Capital Outlays	0	0	0		254,435	0	(254,435)		0	
Other Expenses	0	0	0		104	0	(104)		0	
Total Expenditures	15,929	189,658	173,729	8	1,186,839	3,278,133	2,091,294	36	4,138,240	28
Net After Transfers	(15,929)	(189,658)	173,729	8	(730,181)	(1,583,133)	852,952	46	(1,140,039)	64

Fund 034 Impr. Dist. No. 4 Operations
Core 44 Impr. District No. 4 Admin
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	50,000	(50,000)		88,111	150,000	(61,889)	58	200,000	44
Total Revenues	0	50,000	(50,000)		88,111	150,000	(61,889)	58	200,000	44
Expenditures										
Labor Costs	38,758	38,491	(266)	100	296,532	395,404	98,872	74	526,630	56
Operations	0	0	0		26	125	99	20	250	10
Maintenance	0	0	0		1,309	1,750	441	74	2,000	65
Administration	17,657	10,970	(6,686)	160	125,180	132,836	7,656	94	168,250	74
Prof Services	9,763	8,375	(1,388)	116	65,436	80,375	14,939	81	105,500	62
Capital Outlays	0	0	0		0	2,500	2,500		2,500	
Other Expenses	6,946	2,083	(4,862)	333	25,648	18,869	(6,778)	135	25,120	102
Total Expenditures	73,124	59,920	(13,203)	122	514,131	631,861	117,730	81	830,250	61
Interfund Transfers										
Transfers Out	0	0	0		789,204	789,210	6	99	789,210	99
Net Transfers	0	0	0		(789,204)	(789,210)	6	99	(789,210)	99
Net After Transfers	(73,123)	(9,920)	(63,202)	737	(1,215,227)	(1,271,071)	55,843	95	(1,419,459)	85

Fund 034 Impr. Dist. No. 4 Operations
Core 45 ID#4 Surface Water Supply
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	0	0		150,000	
Total Revenues	0	0	0		0	0	0		150,000	
Expenditures										
Labor Costs	3,765	14,470	10,705	26	40,089	140,470	100,381	28	190,390	21
Wtr Purch & Fees	14,823	45,833	31,010	32	1,511,541	1,522,499	10,958	99	2,030,000	74
Administration	3,881	14,766	10,885	26	120,343	131,329	10,986	91	142,630	84
Prof Services	0	0	0		16,108	16,800	692	95	16,800	95
Other Expenses	0	0	0		69,461	0	(69,461)		0	
Total Expenditures	22,469	75,069	52,600	29	1,757,542	1,811,099	53,557	97	2,379,820	73
Net After Transfers	(22,467)	(75,069)	52,602	29	(1,757,541)	(1,811,099)	53,558	97	(2,229,819)	78

Fund 034 Impr. Dist. No. 4 Operations
Core 46 Impr. Dist. No. 4 Groundwater
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Grnd Wtr Charges	318	0	318		1,334,524	1,251,400	83,124	106	2,215,120	60
Total Revenues	318	0	318		1,334,524	1,251,400	83,124	106	2,215,120	60
Expenditures										
Labor Costs	7,667	15,250	7,583	50	148,051	146,810	(1,241)	100	198,920	74
Operations	0	208	208		12	1,924	1,912		2,600	
Power	534	1,666	1,132	32	4,395	14,999	10,604	29	20,000	21
Maintenance	0	416	416		964	4,699	3,735	20	7,300	13
Administration	5,253	4,724	(528)	111	108,061	151,674	43,613	71	166,300	64
Prof Services	7,893	208	(7,684)	3,788	29,373	1,874	(27,498)	1,566	2,500	1,174
Other Expenses	0	0	0		1,159	0	(1,159)		0	
Total Expenditures	21,347	22,474	1,127	94	292,015	321,984	29,969	90	397,620	73
Net After Transfers	(21,027)	(22,474)	1,447	93	1,042,509	929,415	113,093	112	1,817,500	57

Fund 034 Impr. Dist. No. 4 Operations
Core 47 Impr. Dist. No. 4 Treated Watr
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		10,703,250	10,703,250	0	100	10,703,250	100
Total Revenues	0	0	0		10,703,250	10,703,250	0	100	10,703,250	100
Expenditures										
Labor Costs	333,028	297,753	(35,274)	111	2,662,367	2,973,989	311,622	89	3,986,760	66
Operations	152,181	201,158	48,977	75	1,567,637	1,810,424	242,787	86	2,413,900	64
Power	47,243	86,250	39,007	54	626,023	776,250	150,227	80	1,035,000	60
Maintenance	21,981	46,354	24,373	47	395,565	417,437	21,872	94	556,750	71
Administration	87,001	80,483	(6,517)	108	818,493	872,984	54,491	93	1,110,960	73
Prof Services	39,282	8,666	(30,615)	453	81,004	360,499	279,495	22	386,500	20
Capital Outlays	23,332	0	(23,332)		109,836	441,300	331,464	24	441,300	24
Other Expenses	12,918	12,591	(326)	102	186,012	175,224	(10,787)	106	213,000	87
Total Expenditures	716,966	733,257	16,291	97	6,446,937	7,828,112	1,381,175	82	10,144,170	63
Net After Transfers	(716,967)	(733,257)	16,289	97	4,256,308	2,875,138	1,381,170	148	559,080	761

Fund 034 Impr. Dist. No. 4 Operations
Core 48 Impr. Dist. No. 4 Distribution
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	691,489	385,208	306,280	179	5,405,986	4,880,172	525,813	110	6,447,430	83
Other Revenue	0	0	0		8,425	10,000	(1,575)	84	20,000	42
Total Revenues	691,489	385,208	306,280	179	5,414,411	4,890,172	524,238	110	6,467,430	83
Expenditures										
Labor Costs	40,461	34,195	(6,266)	118	307,445	331,655	24,210	92	448,650	68
Operations	0	791	791		2,653	7,124	4,471	37	9,500	27
Power	260,953	385,208	124,255	67	3,521,642	3,466,874	(54,767)	101	4,622,500	76
Maintenance	5,965	9,041	3,076	65	99,335	88,204	(11,130)	112	115,330	86
Administration	17,589	12,324	(5,264)	142	143,380	166,075	22,695	86	203,550	70
Prof Services	22,842	1,666	(21,175)	1,370	42,267	204,999	162,732	20	210,000	20
Capital Outlays	0	0	0		5,627	610,000	604,373		610,000	
Debt Repayment	0	0	0		22,774	178,400	155,626	12	178,400	12
Other Expenses	1,914	5,000	3,086	38	20,227	54,500	34,273	37	69,500	29
Total Expenditures	349,724	448,228	98,504	78	4,165,350	5,107,835	942,485	81	6,467,430	64
Net After Transfers	341,760	(63,019)	404,780	(542)	1,249,060	(217,662)	1,466,722	(573)	0	346,961,2

Fund 036 Impr. Dist. No. 4 Bonds
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		8,377,054	8,377,060	(6)	99	8,377,060	99
Interest Income	0	40,000	(40,000)		112,196	120,000	(7,804)	93	160,000	70
Total Revenues	0	40,000	(40,000)		8,489,250	8,497,060	(7,810)	99	8,537,060	99
Expenditures										
Prof Services	0	3,000	3,000		0	3,000	3,000		3,000	
Debt Repayment	0	0	0		2,169,896	2,170,630	734	99	9,166,260	23
Other Expenses	0	0	0		3,250	8,000	4,750	40	10,000	32
Total Expenditures	0	3,000	3,000		2,173,146	2,181,630	8,484	99	9,179,260	23
Interfund Transfers										
Transfers In	0	0	0		789,204	789,210	(6)	99	789,210	99
Net Transfers	0	0	0		789,204	789,210	(6)	99	789,210	99
Net After Transfers	0	37,000	(37,000)		7,105,307	7,104,640	667	100	147,010	4,833

Fund 051 Cross Valley Canal Operations
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	1,257,286	767,858	489,428	163	7,442,605	11,428,289	(3,985,684)	65	15,656,930	47
Reimbursements	64,946	0	64,946		146,822	0	146,822		0	
Interest Income	0	26,750	(26,750)		99,326	80,250	19,076	123	107,000	92
Other Revenue	(43,828)	0	(43,828)		(160,671)	0	(160,671)		0	
Total Revenues	1,278,404	794,608	483,796	160	7,528,082	11,508,539	(3,980,457)	65	15,763,930	47
Expenditures										
Labor Costs	91,258	164,334	73,076	55	1,161,733	1,619,210	457,477	71	2,174,680	53
Operations	0	9,168	9,168		34,228	82,500	48,272	41	110,000	31
Power	178,629	647,858	469,229	27	2,017,118	5,830,719	3,813,601	34	7,774,290	25
Maintenance	11,073	49,706	38,633	22	553,244	587,373	34,129	94	736,500	75
Administration	85,262	56,998	(28,263)	149	640,916	709,199	68,283	90	882,225	72
Prof Services	13,111	3,334	(9,777)	393	128,084	1,330,750	1,202,666	9	1,340,750	9
Capital Outlays	(77,393)	0	77,393		(77,393)	3,325,000	3,402,393	(2)	3,325,000	(2)
Other Expenses	42	584	542	7	9,374	11,850	2,476	79	138,600	6
Total Expenditures	301,982	931,982	630,000	32	4,467,304	13,496,602	9,029,298	33	16,482,045	27
Net After Transfers	976,421	(137,374)	1,113,795	(710)	3,060,774	(1,988,063)	5,048,838	(153)	(718,114)	(426)

Fund 051 Cross Valley Canal Operations
Core 55 Cross Valley Canal Operations
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	1,141,932	0	1,141,932		4,370,805	5,477,570	(1,106,765)	79	7,762,640	56
Reimbursements	64,946	0	64,946		146,822	0	146,822		0	
Interest Income	0	25,000	(25,000)		112,825	75,000	37,825	150	100,000	112
Other Revenue	(43,828)	0	(43,828)		(160,671)	0	(160,671)		0	
Total Revenues	1,163,050	25,000	1,138,050	4,652	4,469,781	5,552,570	(1,082,789)	80	7,862,640	56
Expenditures										
Labor Costs	91,258	164,334	73,076	55	1,160,892	1,619,210	458,318	71	2,174,680	53
Operations	0	9,168	9,168		34,228	82,500	48,272	41	110,000	31
Maintenance	11,073	49,706	38,633	22	553,244	587,373	34,129	94	736,500	75
Administration	85,262	56,998	(28,263)	149	640,916	709,199	68,283	90	882,225	72
Prof Services	13,111	3,334	(9,777)	393	128,084	1,330,750	1,202,666	9	1,340,750	9
Capital Outlays	(77,393)	0	77,393		(77,393)	3,325,000	3,402,393	(2)	3,325,000	(2)
Other Expenses	42	584	542	7	9,374	11,850	2,476	79	13,600	68
Total Expenditures	123,353	284,124	160,771	43	2,449,345	7,665,883	5,216,538	31	8,582,755	28
Net After Transfers	1,039,696	(259,124)	1,298,820	(401)	2,020,432	(2,113,313)	4,133,746	(95)	(720,114)	(280)

Fund 051 Cross Valley Canal Operations
Core 56 Cross Valley Canal Power
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	109,883	647,858	(537,975)	16	3,059,747	5,830,719	(2,770,972)	52	7,774,290	39
Interest Income	0	0	0		(28,073)	0	(28,073)		0	
Total Revenues	109,883	647,858	(537,975)	16	3,031,674	5,830,719	(2,799,045)	51	7,774,290	38
Expenditures										
Labor Costs	0	0	0		841	0	(841)		0	
Power	178,629	647,858	469,229	27	2,017,118	5,830,719	3,813,601	34	7,774,290	25
Total Expenditures	178,629	647,858	469,229	27	2,017,959	5,830,719	3,812,760	34	7,774,290	25
Net After Transfers	(68,746)	0	(68,746)		1,013,714	0	1,013,714		0	

Fund 051 Cross Valley Canal Operations
Core 57 Cross Valley Canal Replacement
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	5,471	0	5,471		12,053	0	12,053		0	
Interest Income	0	500	(500)		3,449	1,500	1,949	229	2,000	172
Total Revenues	5,471	500	4,971	1,094	15,502	1,500	14,002	1,033	2,000	775
Net After Transfers	5,471	500	4,971	1,094	15,502	1,500	14,002	1,033	2,000	775

Fund 051 Cross Valley Canal Operations
Core 58 Cross Valley Canal Third Party
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	120,000	(120,000)		0	120,000	(120,000)		120,000	
Interest Income	0	1,250	(1,250)		11,125	3,750	7,375	296	5,000	222
Total Revenues	0	121,250	(121,250)		11,125	123,750	(112,625)	8	125,000	8
Expenditures										
Other Expenses	0	0	0		0	0	0		125,000	
Total Expenditures	0	0	0		0	0	0		125,000	
Net After Transfers	0	121,250	(121,250)		11,124	123,750	(112,625)	8	0	

Fund 070 KCWA/BM Banking Program
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	30,600	(30,600)		0	91,800	(91,800)		183,600	
User Charges	0	26,070	(26,070)		474,150	2,513,929	(2,039,779)	18	2,592,140	18
Interest Income	0	16,157	(16,157)		28,033	48,472	(20,439)	57	64,630	43
Total Revenues	0	72,827	(72,827)		502,183	2,654,201	(2,152,018)	18	2,840,370	17
Expenditures										
Labor Costs	2,722	7,639	4,917	35	40,319	178,075	137,756	22	201,550	20
Wtr Purch & Fees	0	47,670	47,670		12,550	250,830	238,280	5	393,840	3
Operations	0	110	110		838	10,630	9,792	7	11,060	7
Power	545	0	(545)		4,259	1,628,300	1,624,041		1,628,300	
Maintenance	0	1,574	1,574		33,061	287,840	254,779	11	292,210	11
Administration	9,583	9,612	29	99	97,008	103,094	6,086	94	132,080	73
Prof Services	0	0	0		1,576	6,000	4,424	26	6,000	26
Capital Outlays	0	0	0		0	175,000	175,000		175,000	
Other Expenses	0	0	0		324	1,258,281	1,257,957		1,258,291	
Total Expenditures	12,850	66,605	53,755	19	189,935	3,898,050	3,708,115	4	4,098,331	4
Net After Transfers	(12,847)	6,222	(19,069)	(206)	312,245	(1,243,848)	1,556,094	(25)	(1,257,960)	(24)

Fund 070 KCWA/BM Banking Program
Core 70 BMWD/KCWA Administration
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		148,050	94,600	53,450	156	94,600	156
Interest Income	0	16,157	(16,157)		28,033	48,472	(20,439)	57	64,630	43
Total Revenues	0	16,157	(16,157)		176,083	143,072	33,011	123	159,230	110
Expenditures										
Labor Costs	1,159	1,419	260	81	7,246	16,925	9,679	42	21,740	33
Maintenance	0	0	0		32,000	18,000	(14,000)	177	18,000	177
Administration	9,583	9,583	0	100	89,393	88,355	(1,038)	101	117,250	76
Prof Services	0	0	0		1,576	2,000	424	78	2,000	78
Other Expenses	0	0	0		177	240	63	73	240	73
Total Expenditures	10,742	11,002	260	97	130,392	125,520	(4,872)	103	159,230	81
Net After Transfers	(10,740)	5,155	(15,895)	(208)	45,693	17,552	28,141	260	0	

Fund 070 KCWA/BM Banking Program

Core 71 BMWD/KCWA Recovery

Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		292,750	2,341,119	(2,048,369)	12	2,341,120	12
Total Revenues	0	0	0		292,750	2,341,119	(2,048,369)	12	2,341,120	12
Expenditures										
Labor Costs	1,472	0	(1,472)		28,008	139,000	110,992	20	139,000	20
Wtr Purch & Fees	0	0	0		0	107,820	107,820		107,820	
Operations	0	0	0		838	10,300	9,462	8	10,300	8
Power	545	0	(545)		4,259	1,628,300	1,624,041		1,628,300	
Maintenance	0	100	100		1,061	265,400	264,339		265,450	
Administration	0	0	0		7,587	13,159	5,572	57	13,160	57
Prof Services	0	0	0		0	2,000	2,000		2,000	
Capital Outlays	0	0	0		0	175,000	175,000		175,000	
Other Expenses	0	0	0		147	1,258,041	1,257,894		1,258,051	
Total Expenditures	2,017	100	(1,917)	2,017	41,900	3,599,020	3,557,120	1	3,599,081	1
Net After Transfers	(2,014)	(100)	(1,914)	2,014	250,846	(1,257,900)	1,508,747	(19)	(1,257,960)	(19)

Fund 070 KCWA/BM Banking Program

Core 72 BMWD/KCWA Recharge

Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	30,600	(30,600)		0	91,800	(91,800)		183,600	
User Charges	0	26,070	(26,070)		33,350	78,210	(44,860)	42	156,420	21
Total Revenues	0	56,670	(56,670)		33,350	170,010	(136,660)	19	340,020	9
Expenditures										
Labor Costs	91	6,220	6,129	1	5,065	22,150	17,085	22	40,810	12
Wtr Purch & Fees	0	47,670	47,670		12,550	143,010	130,460	8	286,020	4
Operations	0	110	110		0	330	330		760	
Maintenance	0	1,474	1,474		0	4,440	4,440		8,760	
Administration	0	29	29		28	1,580	1,552	1	1,670	1
Prof Services	0	0	0		0	2,000	2,000		2,000	
Total Expenditures	91	55,503	55,412		17,643	173,510	155,867	10	340,020	5
Net After Transfers	(91)	1,167	(1,258)	(7)	15,705	(3,500)	19,205	(448)	0	

Fund 075 Pioneer Project
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	888,000	(888,000)		1,224,000	
User Charges	1,064	724,372	(723,308)		6,687,242	12,036,546	(5,349,304)	55	14,209,660	47
Reimbursements	0	0	0		689,432	300,000	389,432	229	300,000	229
Interest Income	0	0	0		174,713	0	174,713		0	
Other Revenue	0	0	0		993	0	993		0	
Total Revenues	1,064	724,372	(723,308)		7,552,380	13,224,546	(5,672,166)	57	15,733,660	48
Expenditures										
Labor Costs	45,632	35,146	(10,486)	129	496,721	778,778	282,057	63	898,290	55
Wtr Purch & Fees	0	163,340	163,340		128,128	1,593,660	1,465,532	8	2,419,680	5
Operations	721	2,266	1,545	31	9,687	98,479	88,792	9	105,380	9
Power	27,057	28,500	1,443	94	61,983	4,435,500	4,373,517	1	4,521,000	1
Maintenance	42,335	18,047	(24,287)	234	154,603	626,159	471,556	24	680,300	22
Administration	37,041	36,095	(945)	102	386,360	566,451	180,091	68	674,680	57
Prof Services	28,307	1,333	(26,973)	2,123	154,224	673,749	519,525	22	677,750	22
Capital Outlays	0	500	500		268,210	5,532,600	5,264,390	4	5,533,600	4
Other Expenses	0	13	13		4,773	4,469,236	4,464,463		4,469,277	
Total Expenditures	181,093	285,242	104,149	63	1,664,689	18,774,615	17,109,926	8	19,979,957	8
Net After Transfers	(180,029)	439,129	(619,158)	(40)	5,887,698	(5,550,069)	11,437,768	(106)	(4,246,295)	(138)

Fund 075 Pioneer Project
Core 74 Pioneer Recharge - Reserve
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	12,000	(12,000)		8,874	36,000	(27,126)	24	72,000	12
Total Revenues	0	12,000	(12,000)		8,874	36,000	(27,126)	24	72,000	12
Expenditures										
Operations	357	0	(357)		357	0	(357)		0	
Total Expenditures	357	0	(357)		357	0	(357)		0	
Net After Transfers	(357)	12,000	(12,357)	(2)	8,516	36,000	(27,483)	23	72,000	11

Fund 075 Pioneer Project
Core 75 Pioneer Proj - Administration
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		1,168,450	1,355,600	(187,150)	86	1,355,600	86
Interest Income	0	0	0		174,713	0	174,713		0	
Total Revenues	0	0	0		1,343,163	1,355,600	(12,437)	99	1,355,600	99
Expenditures										
Labor Costs	19,932	9,680	(10,252)	205	172,386	103,370	(69,016)	166	136,680	126
Operations	0	475	475		71	4,805	4,734	1	6,230	1
Maintenance	42,000	10,858	(31,141)	386	122,765	97,794	(24,970)	125	130,370	94
Administration	37,041	35,127	(1,913)	105	373,928	524,826	150,898	71	630,170	59
Prof Services	16,606	0	(16,606)		100,477	272,750	172,273	36	272,750	36
Capital Outlays	0	0	0		0	178,600	178,600		178,600	
Other Expenses	0	0	0		2,999	800	(2,199)	374	800	374
Total Expenditures	115,579	56,140	(59,438)	205	772,626	1,182,946	410,320	65	1,355,600	56
Net After Transfers	(115,575)	(56,140)	(59,435)	205	570,542	172,653	397,889	330	0	713,177,6

Fund 075 Pioneer Project
Core 76 Pioneer Project - Recharge
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	888,000	(888,000)		1,224,000	
User Charges	1,064	280,340	(279,276)		629,611	841,020	(211,409)	74	1,682,040	37
Other Revenue	0	0	0		483	0	483		0	
Total Revenues	1,064	280,340	(279,276)		630,094	1,729,020	(1,098,926)	36	2,906,040	21
Expenditures										
Labor Costs	9,832	12,429	2,597	79	86,649	103,055	16,406	84	144,640	59
Wtr Purch & Fees	0	163,340	163,340		109,260	1,378,020	1,268,760	7	2,204,040	4
Operations	0	1,791	1,791		1,929	5,374	3,445	35	10,750	17
Power	7,040	28,500	21,460	24	28,478	85,500	57,022	33	171,000	16
Maintenance	0	7,188	7,188		927	51,604	50,677	1	73,170	1
Administration	0	596	596		1,824	4,569	2,745	39	6,360	28
Prof Services	0	0	0		2,504	11,000	8,496	22	11,000	22
Capital Outlays	0	0	0		0	285,000	285,000		285,000	
Other Expenses	0	13	13		381	39	(341)	952	80	476
Total Expenditures	16,872	213,859	196,987	7	231,952	1,924,164	1,692,212	12	2,906,040	7
Net After Transfers	(15,807)	66,480	(82,288)	(23)	398,143	(195,144)	593,288	(204)	0	117,100,9

Fund 075 Pioneer Project
Core 77 Pioneer Project - Recovery
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		912,493	5,765,640	(4,853,147)	15	5,765,640	15
Reimbursements	0	0	0		0	300,000	(300,000)		300,000	
Other Revenue	0	0	0		510	0	510		0	
Total Revenues	0	0	0		913,003	6,065,640	(5,152,637)	15	6,065,640	15
Expenditures										
Labor Costs	5,586	0	(5,586)		114,820	447,640	332,820	25	447,640	25
Wtr Purch & Fees	0	0	0		18,868	215,640	196,772	8	215,640	8
Operations	364	0	(364)		7,245	87,999	80,754	8	88,000	8
Power	7,004	0	(7,004)		20,492	4,350,000	4,329,508		4,350,000	
Maintenance	335	0	(335)		30,911	476,759	445,848	6	476,760	6
Administration	0	0	0		10,138	27,499	17,361	36	27,500	36
Prof Services	0	833	833		2,375	37,499	35,124	6	40,000	5
Capital Outlays	0	0	0		0	420,000	420,000		420,000	
Other Expenses	0	0	0		742	4,468,396	4,467,654		4,468,397	
Total Expenditures	13,289	833	(12,455)	1,594	205,591	10,531,436	10,325,845	1	10,533,937	1
Net After Transfers	(13,289)	(833)	(12,456)	1,594	707,412	(4,465,796)	5,173,209	(15)	(4,468,296)	(15)

Fund 075 Pioneer Project
Core 78 Pioneer Project - Development
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	432,032	(432,032)		3,963,544	3,888,286	75,258	101	5,184,380	76
Reimbursements	0	0	0		689,432	0	689,432		0	
Total Revenues	0	432,032	(432,032)		4,652,976	3,888,286	764,690	119	5,184,380	89
Expenditures										
Labor Costs	10,282	13,037	2,755	78	122,737	124,713	1,976	98	169,330	72
Operations	0	0	0		85	300	215	28	400	21
Power	13,013	0	(13,013)		13,013	0	(13,013)		0	
Administration	0	371	371		470	9,554	9,084	4	10,650	4
Prof Services	11,701	500	(11,201)	2,340	48,868	352,500	303,632	13	354,000	13
Capital Outlays	0	500	500		268,210	4,649,000	4,380,790	5	4,650,000	5
Other Expenses	0	0	0		651	0	(651)		0	
Total Expenditures	34,996	14,408	(20,587)	242	454,034	5,136,067	4,682,033	8	5,184,380	8
Net After Transfers	(34,999)	417,623	(452,622)	(8)	4,198,941	(1,247,781)	5,446,723	(336)	0	2,099,470,

Fund 075 Pioneer Project
Core 79 Pioneer Project - Recovery Res
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		4,270	150,000	(145,730)	2	150,000	2
Total Revenues	0	0	0		4,270	150,000	(145,730)	2	150,000	2
Expenditures										
Labor Costs	0	0	0		129	0	(129)		0	
Total Expenditures	0	0	0		129	0	(129)		0	
Net After Transfers	0	0	0		4,141	150,000	(145,858)	2	150,000	2

Fund 097 Westlands Payback Fund
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	0	0		32,397	0	32,397		0	
Total Revenues	0	0	0		32,397	0	32,397		0	
Net After Transfers	0	0	0		32,397	0	32,397		0	

Fund 102 Agency Participation in CVC
Mar 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	237,055	0	237,055		918,371	547,125	371,246	167	729,500	125
Reimbursements	0	0	0		47,500	0	47,500		0	
Interest Income	0	0	0		(9,153)	0	(9,153)		0	
Total Revenues	237,055	0	237,055		956,718	547,125	409,593	174	729,500	131
Expenditures										
Wtr Purch & Fees	92,544	0	(92,544)		1,191,385	543,675	(647,710)	219	724,900	164
Administration	350	350	0	100	3,392	3,550	158	95	4,600	73
Total Expenditures	92,894	350	(92,544)	26,541	1,194,777	547,225	(647,552)	218	729,500	163
Net After Transfers	144,161	(350)	144,511	(41,188)	(238,058)	(100)	(237,958)	238,058	0	

Treasury Report

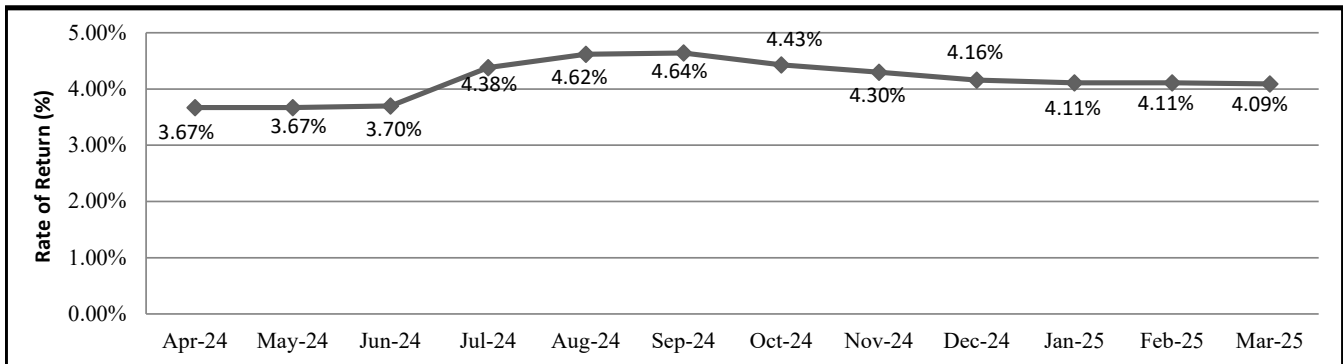
**January-March
2025**

April 24, 2025



TREASURY REPORT: January-March 2025

GENERAL ACCOUNT - AVERAGE RETURN



INVESTMENT BALANCES AND RESULTS

Report No. 1	Total	Percent of	Average
Kern County Water Agency - General Account	Principal [^]	Portfolio	Return*
Kern County Treasury Pool	\$5,449,174	2.34%	3.75%
US Bank Money Market	\$152,024,726	65.41%	4.00%
Local Agency Investment Fund	\$74,952,854	32.25%	4.31%
Subtotal Investments	\$232,426,754	100.00%	4.09%
U.S. Bank [@]	\$1,752,505		
KCWA General Account Total	\$234,179,259		

Report No. 2	Total	Percent of	Average
Kern County Water Agency - Rate Management Trust ¹	Principal [^]	Portfolio	Return*
Kern County Treasury Pool	\$73,110	100.00%	3.75%

Notes:

¹ The Trust amount reported is for informational purposes only and is not part of the Agency's discretionary funds.

[^] Month-end balance.

^{*} The "Average Return" is the monthly yield reported by the respective investment pools for the period reported.

[@] This balance reflects the checking account accrual balance, not a cash balance.

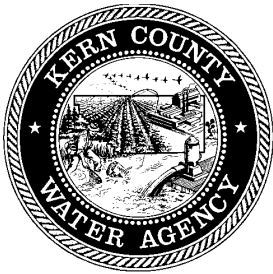
TREASURY REPORT: January-March 2025**QUARTERLY SUMMARY OF INVESTMENTS**

March 31, 2025

Type of Investment	Issuer	Date of Maturity	Par Value	Book Value	Market Value
Gvt Pool	California State Treasurer (LAIF) [#]	April 1, 2025	\$74,952,854	\$74,952,854	\$74,952,854
Gvt Pool	K.C. Treasurer (G.A.) [#]	April 1, 2025	5,449,174	5,449,174	5,449,174
U.S. Bank	U.S. Bank, N.A. [^]	April 1, 2025	1,752,505	1,752,505	1,752,505
Money Market	US Bank Money Market	April 1, 2025	152,024,726	152,024,726	152,024,726
Money Market	ID4 SRF Loan Reserve Fund	April 1, 2025	172,902	172,902	172,902
Gvt Pool & MM	Ag Rate Management Trust Fund	April 1, 2025	73,110	73,110	73,110
Total			\$234,425,271	\$234,425,271	\$234,425,271

SUMMARY OF INVESTMENT ACTIVITY AND CASH OBLIGATIONS

Funds were invested according to and in compliance with the Agency's Investment Policy and the Government Code. Sufficient cash flows are expected to be available to meet the Agency's anticipated cash obligations over the next six months.



MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 5

FROM: Nick Pavletich

DATE: April 24, 2025

SUBJECT: Authorization of Deposit into the Kern County Water Agency's Account for California Employers' Retiree Benefit Trust

Issue:

Consider depositing \$5,000,000 into the Kern County Water Agency's account in the California Employers' Retiree Benefit Trust Fund to set aside and invest funds toward the unfunded liability associated with the Kern County Water Agency's Other Post-Employment Benefits.

Recommended Motion:

Adopt Resolution No. 13-25 authorizing a \$5,000,000 deposit into the Kern County Water Agency's account in the California Employers' Retiree Benefit Trust Fund to set aside and invest funds toward the unfunded liability associated with the Kern County Water Agency's Other Post-Employment Benefits.

Discussion:

On May 25, 2017, the Kern County Water Agency (Agency) Board of Directors (Board) authorized participation in the California Employers' Retiree Benefit Trust (CERBT) Fund to set aside and invest funds toward the unfunded liability associated with the Agency's Other (Non-Pension) Post-Employment Benefits (OPEB). An initial deposit of \$500,000 was made in October 2017 from the Supplemental Water Fund on behalf of all applicable Agency cost centers and funds.

On May 24, 2018, the Agency Board directed staff to make an annual \$500,000 deposit, consisting of pro-rata contributions from all applicable Agency cost centers and funds.

Subsequent to the annual deposit for fiscal year 2024-25, the projected balance of the CERBT fund is estimated to be approximately \$5,000,000. Staff recommends an additional deposit be appropriated from the General Fund prior to June 30, 2025, to increase the CERBT Fund balance to an approximate total of \$10,000,000. Assuming standard average earnings, staff believes this fund balance would be sufficient to warrant the discontinuation of annual contributions. The Board may authorize discretionary withdrawals to offset a portion of the current costs for each contributing fund's retiree medical expense. However, the annual withdrawal cannot exceed the amount required to pay that year's retiree medical premiums owed by the Agency (currently about \$750,000) in any year.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the matter of:

DEPOSITS INTO THE	*
KERN COUNTY WATER AGENCY'S	*
ACCOUNT IN THE CALIFORNIA	*
EMPLOYERS' RETIREE BENEFIT	*
TRUST FUND FOR	*
<u>OTHER POST-EMPLOYMENT BENEFITS</u>	*

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of April, 2025, by the following vote, to wit:

Ayes:

Noes:

Absent:

Secretary of the Board of Directors
of the Kern County Water Agency

Resolution No. 13-25

WHEREAS, the Kern County Water Agency (Agency) provides non-pension-related post-employment benefits to qualifying retirees on a cost-sharing basis, which are generally referred to as Other Post-Employment Benefits (OPEB); and

WHEREAS, the Agency has incurred OPEB unfunded liability; and

WHEREAS, the Agency Board of Directors (Board) has the discretion to set aside money into an authorized trust fund toward OPEB unfunded liability; and

WHEREAS, the Board determined participating in the California Employers' Retiree Benefit Trust (CERBT) Fund to deposit and invest funds toward OPEB unfunded liability is appropriate and prudent; and

WHEREAS, on May 25, 2017, the Board adopted Resolution No. 24-17 authorizing participation in the CERBT Fund; and

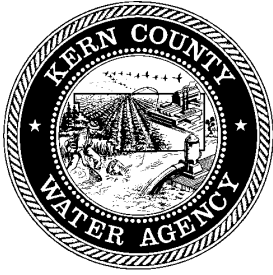
WHEREAS, on May 24, 2018, the Board adopted Resolution No. 15-18 authorizing \$500,000 annual deposits in the CERBT Fund; and

WHEREAS, staff recommends an additional deposit be appropriated from the General Fund prior to June 30, 2025, to increase the CERBT Fund balance to an approximate total of \$10,000,000; and

WHEREAS, assuming standard average earnings, staff believes this fund balance would be sufficient to warrant the discontinuation of annual contributions.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kern County Water Agency that:

1. The foregoing recitals are true and correct.
2. Agency staff is directed to make an additional one-time \$5,000,000 deposit into the Agency's account in the CERBT Fund from the General Fund before June 30, 2025.
3. All subsequent CERBT deposits and withdrawals will be determined by the Board.
4. Upon reaching an approximate fund balance of \$10,000,000, the annual \$500,000 contributions to the CERBT fund may be discontinued.
5. Discretionary withdrawals from the CERBT fund may be authorized by the Board to offset a portion of the current costs for each contributing fund's retiree medical expense, provided that such withdrawals do not exceed the annual retiree medical premiums owed by the Agency.
6. This resolution shall remain in effect until rescinded by the Kern County Water Agency Board of Directors.



MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 6

FROM: Nick Pavletich

DATE: April 24, 2025

SUBJECT: Authorization to Participate in the California Employers' Pension Prefunding Trust Fund

Issue:

Consider participating in the California Employers' Pension Prefunding Trust Fund for the purpose of setting aside and investing money toward the unfunded liability associated with the Kern County Water Agency's employer contributions to Kern County Employees Retirement Association defined benefit pension system.

Recommended Motion:

Adopt Resolution No. 14-25 authorizing participation in the California Employers' Pension Prefunding Trust Fund for the purpose of setting aside and investing money toward the unfunded liability associated with the Kern County Water Agency's employer contributions to Kern County Employees Retirement Association defined benefit pension system.

Discussion:

The Kern County Water Agency (Agency) participates in Kern County Employees Retirement Association (KCERA), who acts as an investment and administrative agent for the Agency's employee pension plan. In recent years, the Agency Board of Directors (Board) and staff have discussed the unfunded liability associated with employer contributions to KCERA's defined benefit pension system. An unfunded liability represents the difference between the projected cost of future benefits and the assets allocated for their payment. The Agency's unfunded liability was calculated by an actuarial firm at \$24.7 million as of June 30, 2024 (the most recent valuation).

Defined benefit plans have three funding elements, which are listed in descending order: Agency contributions, investment returns on invested assets and full-time Agency employee contributions. The Agency's current payment to KCERA includes both a regular contribution and an additional amount to reduce its unfunded liability at KCERA. KCERA anticipates that these additional contributions will fully fund the unfunded liability within a ten-year timeframe.

On April 3, 2025, Agency staff met with the Strategic Budget and Audit ad hoc committee (Committee), which consists of President Averett and Directors Lundquist and Cattani, to develop a recommendation regarding unfunded liability. The Committee concluded the following:

- (1) addressing unfunded liability at this time in light of the current fiscal outlook is appropriate;
- (2) setting aside money for unfunded liability in an authorized trust fund would be consistent with the Board's conservative and long-term approach to responsible fiscal management; and
- (3) the California Employers' Pension Prefunding Trust Fund, or CEPPT, is the appropriate vehicle to set aside and invest money toward retirement unfunded liability.

The Committee is aware that participating in CEPPT represents a level of risk. CEPPT does not function like a savings account, accruing interest on deposits. Instead, CEPPT functions more like retirement systems, with a diversified portfolio (e.g., global equities, U.S. fixed income and global real estate investments, treasury inflation-protected securities and commodities).

CEPPT currently provides two options (asset allocation strategies) and has more than 101 participating employers, including 12 water districts or agencies, with more than \$296 million in managed assets. CEPPT has a direct relationship with the California Public Employees' Retirement System (CalPERS). However, no comingling of funds occurs between CEPPT and CalPERS. CEPPT charges a reasonable administration fee based on what is in each employer's account and does not dictate how employers participate. How the Agency deposits and invests in CEPPT would remain at the Board's discretion. Withdrawals could be made at the Board's discretion, but no more than the amount required to pay that year's employer contributions to Kern County Employees Retirement Association defined benefit pension system (currently about \$2,750,000) can be withdrawn in any year.

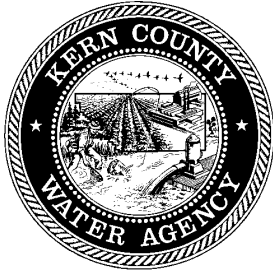
An initial \$5,000,000 deposit will be expended from the General Fund. This was discussed and recommended by the Committee.

WHEREAS, the Agency Board of Directors (Board) has the discretion to set aside money into an authorized trust fund toward the unfunded liability; and

WHEREAS, the Board has determined participating in the California Employers' Pension Prefunding Trust Fund (CEPPT) to deposit and invest money toward unfunded liability is appropriate at this time; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kern County Water Agency that:

1. The foregoing recitals are true and correct.
2. The Board President is authorized, subject to review and approval of the Strategic Budget and Audit ad hoc committee and subject to approval of General Counsel as to legal form, to execute the California Employers' Pension Prefunding Trust Program Agreement and Election of the Kern County Water Agency to Prefund Employer Contributions to a Defined Benefit Pension Plan.
3. The Board President is authorized, subject to approval of General Counsel as to legal form, to execute any necessary related agreements to effectuate the prefunding of the Agency's pension unfunded liability through CEPPT.
4. Agency staff is directed to deposit an initial amount of \$5,000,000 with CEPPT on behalf of the General Fund.
5. Subsequent CEPPT deposits and any withdrawals will be determined by the Board and will be processed through the Agency's annual administrative overhead reimbursement process.
6. An ad hoc committee of the Board, working with Agency staff, is authorized to implement CEPPT participation, including selection of CEPPT asset allocation strategies and coordination among Agency stakeholders for deposits and accounting.
7. This resolution shall remain in effect until rescinded by the Kern County Water Agency Board of Directors.



MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 7

FROM: Nick Pavletich

DATE: April 24, 2025

SUBJECT: Authorization to Execute Investment Management Agreement with U.S. Bankcorp Asset Management, Inc. for Investment Management Services

Issue:

Consider authorizing the General Manager to execute Investment Management Agreement with U.S. Bankcorp Asset Management, Inc. for investment management services.

Recommended Motion:

Authorize the General Manager to execute Investment Management Agreement with U.S. Bancorp Asset Management, Inc. for investment management services, subject to approval of General Counsel as to legal form, as outlined in the April 24, 2025, staff memorandum to the Administrative Committee, Agenda Item No. 7.

Discussion:

The Kern County Water Agency (Agency) manages approximately \$225,000,000 of cash assets. Agency cash deposits are currently restricted to the State of California Local Agency Investment Fund (LAIF), County of Kern's Investment Pool and Agency bank accounts. Under the direction of the Board of Directors (Board) and the Strategic Budget and Audit Ad Hoc (Committee), which consists of President Averett and Directors Lundquist and Cattani, Agency staff has begun to explore alternative investment opportunities. This included opening an IntraFi Network account through the Agency's financial institution (U.S. Bank) in July 2024.

On April 3, 2025, the Committee recommended that the Agency retain U.S. Bancorp Asset Management, Inc. (PFM). This recommendation reflects the need for long-term investment strategies in a declining market and recognizes the need for specialized expertise. PFM will assist Agency staff in creating a diversified investment portfolio, which adheres to California Government Code and the Agency's Investment Policy. The Committee acknowledges the inherent risks associated with investing cash assets and understands that PFM's involvement does not guarantee specific investment outcomes.

Agency staff and the Committee shall continue to engage with PFM in order to formulate the precise investment strategy and determine the amount of the initial investment, which will be brought back to the Board for approval.



MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 8

FROM: Nick Pavletich

DATE: April 24, 2025

SUBJECT: Authorization to Publish a Notice of Public Hearing for the Fiscal Year 2025-26 Budget

Issue:

Consider adopting Resolution No. 15-25 authorizing the publication of a notice of public hearing for the Fiscal Year 2025-26 Budget.

Recommended Motion:

Adopt Resolution No. 15-25 declaring the intent of the Kern County Water Agency Board of Directors to hold a public hearing and to adopt a budget for Fiscal Year 2025-26.

Discussion:

Section 7.6 of the Kern County Water Agency (Agency) Act requires the Agency Board of Directors (Board) to hold public hearings before approving a budget. The notice of such a hearing must be published once a week for two weeks in a newspaper of general circulation. Resolution No. 15-25 sets the date and time for the public hearing and directs Agency staff to publish the notice.

In 2025, the hearing will be held at 1:00 p.m. on May 22, 2025, and continued to 1:00 p.m. on June 26, 2025, in the Board Room of the Stuart T. Pyle Water Resources Center located at 3200 Rio Mirada Drive, Bakersfield, California and via GoToMeeting:

Conference Line: +1 (571) 317-3122

Access Code: 863-465-805#

<https://global.gotomeeting.com/join/863465805>

At the conclusion of the budget hearing, the Board may adopt the Fiscal Year 2025-26 Budget.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZATION TO PUBLISH *
A NOTICE OF PUBLIC *
HEARING FOR THE FISCAL *
YEAR 2025-26 BUDGET *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of April, 2025, by the following vote, to wit:

Ayes:

Noes:

Absent:

Secretary of the Board of Directors
of the Kern County Water Agency

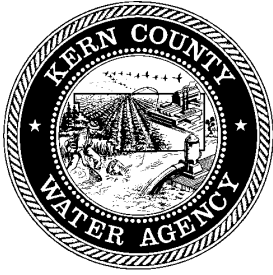
Resolution No. 15-25

WHEREAS, section 7.6 of the Kern County Water Agency (Agency) Act provides in part that the Board of Directors (Board) shall not approve an Agency budget unless the Board has first conducted a public hearing; and

WHEREAS, section 7.6 of the Agency Act requires the Board to publish a notice of the hearing pursuant to section 6066 of the Government Code; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Kern County Water Agency that:

1. The foregoing recitals are true and correct.
2. Agency staff is directed to prepare a preliminary budget for Fiscal Year 2025-26, sufficient in form to conduct a public hearing thereof.
3. A public hearing on the Agency's Fiscal Year 2025-26 Budget will be held at 1:00 p.m. on May 22, 2025 and continued to 1:00 p.m. on June 26, 2025, in the Board Room of the Stuart T. Pyle Water Resources Center located at 3200 Rio Mirada Drive, Bakersfield, California and via Conference Line: [+1 \(571\) 317-3122](tel:+15713173122) Access Code: 863-465-805#, at which time all interested persons may appear and be heard. Said hearing may be adjourned from time-to-time at the discretion of the Board, and at the conclusion thereof, the Board will adopt a budget for the Agency for Fiscal Year 2025-26.
4. Agency staff is authorized and directed to publish the notice of public hearing in the manner prescribed by law.



MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 9

FROM: Nick Pavletich

DATE: April 24, 2025

SUBJECT: Authorization to Execute Lease Amendment No. 6 for Office Space in Sacramento

Issue:

Consider authorizing the General Manager to execute Lease Amendment No. 6 for office space in Sacramento.

Recommended Motion:

Authorize the General Manager to execute Lease Amendment No. 6 for office space in Sacramento, subject to approval of General Counsel as to legal form, as outlined in the April 24, 2025 staff memorandum to the Administrative Committee, Agenda Item No. 9.

Discussion:

The Kern County Water Agency's (Agency) current lease for office space in The Senator Office Building in Sacramento terminates June 30, 2025. Agency staff researched available Sacramento office space for lease, and The Senator Office Building has favorable pricing compared to other similar offices. In addition, it is proximate to the California State Capitol building, the State Water Contractors office and other water entity offices.

Lease Amendment No. 6's lease term is 62 months, and will commence July 1, 2025 and terminate August 31, 2030. Staff recommends that the Agency's office be relocated from its current location in Suite 810 to Suite 1020. The alternative office space is approximately 1,127 square feet. The current lease rate is \$3.77 per square foot per month. The future lease rate is \$3.85 per square foot per month, and increases 3 percent per year. Agency staff recommends approval of Lease Amendment No. 6, which is provided as Attachment 1.

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE (the “**Sixth Amendment**”) is entered on March 21, 2025 (the “**Reference Date**”), by and between **SENATOR SEAGATE, LP**, a Delaware limited partnership, (“**Landlord**”), and **KERN COUNTY WATER AGENCY**, a California special district (“**Tenant**”).

RECITALS

This Sixth Amendment is made with reference to the following facts and objectives:

- A. Landlord (as successor-in-interest to SFI 1121 L Street, LLC, and prior thereto, Senator Building Holdings, LLC, and prior thereto, Senator Building, LLC), and Tenant are parties to that certain Office Building Lease dated November 4, 2002 (the “**Original Lease**”), pursuant to which Tenant leased approximately one thousand four hundred seventy one (1,471) rentable square feet (“**RSF**”) of space located on the eighth (8th) floor of the building in Suite 810 (the “**Existing Premises**”) located at 1121 L Street, Sacramento, California (the “**Building**”) in the project commonly referred to as the Senator Office Building (the “**Project**”). The Original Lease was amended pursuant to the terms of: (i) that certain First Amendment to Lease dated October 25, 2007 (the “**First Amendment**”), (ii) that certain Second Amendment to Lease dated July 14, 2010 (the “**Second Amendment**”), (iii) that certain Lease Amendment No. 3 dated November 12, 2015 (the “**Third Amendment**”), (iv) that certain Fourth Amendment to Lease dated January 29, 2019 (the “**Fourth Amendment**”), and that certain Fifth Amendment to Lease dated October 11, 2021 (the “**Fifth Amendment**”).
- B. The Term of the Lease is presently set to expire on June 30, 2025.
- C. The parties now desire to amend the Lease to, among other things, relocate the Existing Premises to Suite 1020 (the “**Substitute Premises**”), extend the Term an additional Sixty-two (62) months, adjust the monthly Base Rent, reset the Base Year for Operating Expense, adjust Tenant’s percentage share of the Building, provide for certain tenant improvements to be made, and grant a five-year Option to Extend, all as set forth herein below.

AGREEMENT

NOW, therefore, in consideration of the mutual covenants and promises set forth in this Sixth Amendment and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to amend the Lease as follows:

- 1. RECITALS. The Recitals stated above are hereby ratified by Landlord and Tenant as being true and correct and are incorporated herein as set forth in full.
- 2. DEFINED TERMS. Each initially capitalized term used in this Sixth Amendment shall have the same meaning ascribed to such term in the Original Lease, as amended, except as otherwise specifically set forth in this Sixth Amendment.
- 3. LEASE. The Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment collectively shall be the “**Lease**”.

4. EFFECTIVE DATE. The later to occur of (i) July 1, 2025 or (ii) the Substantial Completion Date defined below (the “**Sixth Amendment Effective Date**”); provided that Tenant shall have access to the Substitute Premises at least seven (7) days prior to the Sixth Amendment Effective Date in order to move in furniture, fixtures and equipment.
5. SUBSTITUTION OF PREMISES.
 - A. Lease of Substitute Premises. As of the Sixth Amendment Effective Date (the “**Substitute Premises Effective Date**”), the Substitute Premises, comprising approximately One Thousand One Hundred Twenty-Seven (1,127) RSF located on the Tenth (10th) floor of the Building and designated as **Suite 1020**, shall be substituted in Section 2 of the Original Lease in place of and substitute for the Existing Premises, as outlined in the floor plan attached hereto as Exhibit A. From and after the relocation to the Substitute Premises, Tenant shall have no right to occupy the Existing Premises and, subject to Section 5.B below, all references in the Lease and this Sixth Amendment to the “**Premises**” shall refer to said Substitute Premises. The Substitute Premises shall be delivered to Tenant in the condition and with Landlord’s Work substantially complete as set forth in Section 10 below. Notwithstanding the foregoing, in the event of any delay, but not a Tenant Delay, in the delivery of the Substitute Premises to Tenant in the required condition, except as expressly provided below, neither this Sixth Amendment nor the Lease shall be void or voidable, nor shall Landlord be liable to Tenant in any way as a result thereof, but Landlord shall use commercially reasonable efforts to deliver the Substitute Premises to Tenant in the required condition as soon as reasonably possible, anticipated to be on or after July 1, 2025.
 - B. Condition of Substitute Premises. Tenant shall accept the Substitute Premises in its as-is condition and Landlord shall have no obligation to make or pay for any improvements or renovations to prepare the Substitute Premises for Tenant; provided, however, that prior to the delivery of the Substitute Premises to Tenant, Landlord shall, at Landlord’s sole cost, perform the Landlord’s Improvements in the Substitute Premises and deliver the Substitute Premises to Tenant in the condition referenced in Section 11 herein below.
 - C. Deletion of Original Premises. Effective as of 11:59 P.M. on the day that Tenant, having completed its relocation into the Substitute Premises (which date shall be no later than five (5) days after the Sixth Amendment Effective Date), surrenders possession of the Existing Premises to Landlord in the condition as set forth in the Lease with all Rent due and payable for the Original Premises paid current (the “**Surrender Date**”), Landlord shall accept Tenant’s surrender of the Existing Premises. Upon Landlord’s acceptance of Tenant’s surrender of the Existing Premises, Tenant shall have no further obligation relating to the Existing Premises and the reference to the Existing Premises shall be deleted from the Lease; provided, however, that Tenant shall remain liable for all of Tenant’s Lease obligations arising from the Existing Premises with respect periods through and including the Surrender Date and Tenant’s indemnification obligations set forth in the Lease with respect to periods through and including the Surrender Date shall survive the surrender of the Existing Premises.
6. EXTENDED TERM. As of the Sixth Amendment Effective Date, the Term of the Lease shall be extended Sixty-Two (62) additional months commencing July 1, 2025 (the “**Sixth Amendment Extended Term**”). All references in the Lease to the “**Term**” shall mean the term as extended by this Sixth Amendment, and all references to the Lease expiration date shall mean Sixty-Two full calendar months after the Substantial Completion Date (the “**Sixth Amendment Expiration Date**”).

7. **BASE RENT ADJUSTMENT.** As of the Sixth Amendment Effective Date, and in addition to Tenant's continuing obligation to pay its share of Operating Expenses, the monthly Base Rent amount for the Premises during the Sixth Amendment Term shall be as set forth below:

<u>For the Period</u>	<u>Monthly Base Rent</u>	<u>Annualized Base Rent</u>
*(Substantial Completion Date through the 12 th full calendar month)	\$4,339	\$52,068
Months 13–24	\$4,470	\$53,640
Months 25–36	\$4,604	\$55,248
Months 37–48	\$4,742	\$56,904
Months 49–60	\$4,884	\$58,608
Months 61–62	\$5,030	

*Notwithstanding the foregoing, so long as Tenant is not in default under this Lease, monthly Base Rent shall be abated for the first (1st) two (2) full calendar months during the Sixth Amendment Term (the “**Abatement Period**”); provided that the total amount of Base Rent abated during the Abatement Period shall not exceed Eight Thousand Six Hundred Seventy-Eight (\$8,678) Dollars. During the Abatement Period, only Monthly Rent shall be abated, and all other costs and charges specified in the Lease shall remain as due and payable pursuant to the provisions of the Lease.

8. **BASE YEAR FOR OPERATING EXPENSE RENT.** As of the Sixth Amendment Effective Date, the Base Year provision set forth in Section 1.10 of the Original Lease is hereby amended to provide that the **Base Year is 2025.**
9. **TENANT'S PERCENTAGE SHARE OF DIRECT EXPENSES.** As of the Sixth Amendment Effective Date, Article 7 of the Original Lease is hereby amended such that during the Sixth Amendment Term, Tenant shall pay Sixty-Seven Hundredths (0.67%) percent increase in Direct Expenses for the applicable Comparison Year over a 2025 Base Year.
10. **TENANT IMPROVEMENTS.** Landlord hereby agrees to make certain tenant improvements to the Substitute Premises prior to or as soon after mutual execution and return delivery of this Sixth Amendment as is commercially practicable. Such alterations, additions and improvements to the Substitute Premises are referred to hereinafter as the “**Tenant Improvements**”, and the work of constructing the Tenant Improvements is referred to as “**Landlord's Work.**” Landlord and Tenant agree as follows:
- A. Landlord shall provide turn-key improvements in accordance with a mutually agreed to space plan to be completed by Landlord's architect (the “**Approved Space Plan**”) as generally depicted on Exhibit B attached hereto. The Tenant Improvements shall include: i) adding new carpet throughout; ii) painting the Premises using one (1) Building standard color of Tenant's choice; iii) adding new hardware on all doors; iv) demolishing and removing the partial walls between Cube 1 and 2 and installing floor to ceiling walls and closing doors; v) building out a new conference room in current cube area; and vi) demolishing and removing the existing cabinetry in the open area and installing new lower cabinetry with countertop, all according to Tenant's selection of Landlord's Building Standards.
- B. **Construction of Tenant Improvements.**
- i. Following execution of this Sixth Amendment, Landlord shall engage a general contractor selected by Landlord to perform Landlord's Work substantially as details paragraph A above and as shown on the Approved Space Plan, excepting only minor variations (i.e., variations which are not inconsistent with the intent of the Approved Space Plan) as

Landlord may deem advisable and any Change Orders (as hereinafter defined) approved by Landlord. Landlord's Work shall be performed subject to and in accordance with Landlord's standard specifications for the Building, including, without limitation, standard finishes and floor coverings.

ii. Landlord shall commence the Landlord's Work prior to or as soon after mutual execution and return delivery of this signed Sixth Amendment agreement, as is reasonably practical, and shall endeavor to complete the work within sixty (60) days or as is commercially reasonably possible and practical subject to general contractor's schedule. All work performed as part of the Tenant Improvements shall be done in a professional and workmanlike manner, consistent with industry practice and building standards and all applicable building codes.

- C. Substantial Completion. For purposes of the Lease, the “**Substantial Completion Date**” shall mean the date that Landlord, its architect or construction manager determines that Landlord's Work has been completed, except for (a) finishing details, decorative items, minor omissions, mechanical adjustments, and similar items of the type customarily found on an architectural punch-list, the correction or completion of which will not substantially interfere with Tenant's occupancy and use of the Premises, and (b) any trade fixtures, workstations, telecommunications or computer cabling or built-in furniture or equipment to be installed by Tenant. Landlord shall notify Tenant of the Substantial Completion Date and, promptly thereafter, Landlord and Tenant shall set a mutually convenient time for Tenant, Landlord and the General Contractor to inspect the Premises and Landlord's Work. Upon completion of the inspection, Tenant shall acknowledge in writing that the Substantial Completion Date has occurred by executing a commencement date confirmation letter (“**Tenant Acceptance Letter**”) sent by Landlord as generally reflected in Exhibit C and attached hereto. In the event Tenant fails to inspect Landlord's Work within two (2) business days after Landlord's notice to Tenant of the Substantial Completion Date, or in the event Tenant fails to return a Tenant Acceptance Letter to Landlord within three (3) business days after Tenant's inspection, the Substantial Completion Date shall be deemed to have occurred on the date determined by Landlord and Tenant shall be bound by Landlord's statements regarding the matters contained in the Tenant Acceptance Letter. Further, Tenant's acceptance of possession of the Premises shall conclusively evidence its agreement that the Premises is in the condition required hereunder, except for punch-list items specified above. Landlord shall use commercially reasonable efforts to complete the punch-list items within thirty (30) days after the Substantial Completion Date; however, Landlord shall have no liability to Tenant for losses, costs or damages resulting from or attributable to delays in the completion by Landlord of punch-list items. Tenant shall cooperate with Landlord to facilitate completion of any punch-list items as quickly as possible.
- D. Responsibility for Construction Costs. Landlord shall pay for the Tenant Improvements and shall perform Landlord's Work, except that all costs attributable to Change Orders requested or approved by Tenant shall be payable by Tenant. Tenant agrees that Landlord may condition its consent to any Change Orders on Tenant's payment to Landlord of the increased cost of Landlord's Work, if any, as a result thereof prior to commencing such Change Orders. Any delay resulting from Tenant's failure to timely pay such amounts shall be a Tenant Delay. Any other improvements or furnishings in the Premises will be Tenant's sole cost and expense.
- E. Change Orders. Landlord will not unreasonably withhold its approval of (a) any request by Tenant to amend or change the Approved Space Plan, or (b) any change or amendment to the Approved Space Plan that may be necessary to obtain any Permits, or which may be required by city officials or inspectors to comply with code rulings or interpretations (any of the

foregoing, a "**Change Order**"), provided such Change Order does not diminish the quality of construction of the Tenant Improvements. Without limiting the generality of the foregoing, however, Tenant acknowledges that it shall not be unreasonable for Landlord to withhold consent to any Change Order if any one or more of the following situations exist: (1) the proposed Change Order will adversely affect the exterior appearance of the Building; or (2) the proposed Change Order may impair the structural strength of the Building, adversely affect any Building Systems or materially adversely affect the value of the Building; or (3) the proposed Change Order would trigger the necessity under Applicable Laws or otherwise for work to be performed outside the Premises; or (4) the specifications for the proposed Change Order are not consistent with, or would detract from, the first-class character or image of the Building. No material changes or modifications to the Approved Space Plan shall be made unless by written Change Order signed by Landlord and Tenant. Tenant shall pay all costs attributable to Change Orders, including costs incurred by Landlord in reviewing proposed Change Orders.

- F. Tenant Delay. To the extent any delay in the Substantial Completion Date is caused by or is attributable to (a) any Change Order, (b) Tenant's request for materials, components, finishes or installations which are not readily available within industry-standard lead times (for instance, items which must be custom-made or specially ordered), to the extent such items require time to procure beyond that taken for standard items, (c) Tenant's failure to comply with the deadlines for delivery to Landlord of the Space Plans or Final Working Drawings, or (d) any act, neglect, failure or omission of Tenant or any of Tenant's Agents, which interferes with Landlord's ability to perform Landlord's Work, such delay shall constitute a "**Tenant Delay**"; and, notwithstanding anything to the contrary set forth in the Lease or in this Work Letter and regardless of the actual Substantial Completion Date hereunder, the Substantial Completion Date and the Sixth Amendment Effective Date shall be deemed to be the date the Substantial Completion Date and Sixth Amendment Effective Date, respectively, would have occurred if no Tenant Delay(s) had occurred. Tenant shall be responsible for and shall pay any costs and expenses incurred by Landlord in connection with, or as a consequence of, any Tenant Delay, as well as any increases in the cost of construction of the Tenant Improvements attributable to Tenant Delay.
- G. Ownership of Tenant Improvements. The Tenant Improvements shall be deemed, effective upon installation, to be a part of the Premises and the Building and shall be deemed to be the property of Landlord (subject to Tenant's right to use the same during the Lease Term), and shall be surrendered at the expiration or earlier termination of the Lease Term, unless Landlord shall have conditioned its approval of any Change Order on Tenant's agreement to remove any items thereof, in which event, prior to the expiration or termination of the Lease Term, the specified items shall be removed at Tenant's expense, any damage caused by such removal shall be repaired, and the Premises shall be restored to their condition existing prior to the installation of the items in question, normal wear and tear excepted. The removal, repair and restoration described above shall, at Landlord's sole election, be performed either by Tenant or by Landlord; and if such work shall be performed by Landlord, Tenant shall pay to Landlord, within twenty (20) days following Landlord's demand, the reasonable cost and expense of such work.
11. OPTION TO EXTEND. Landlord hereby grants to Tenant a one-time right and option (the "**Option**") to extend the term of the Lease for one (1) additional period of five (5) years (the "**Option Term**"). Provided tenant is not in default under the Lease beyond all applicable notice and cure periods, Tenant may exercise the Option by sending written notice to Landlord ("**Exercise Notice**") no less than nine (9) months prior to the expiration of the Sixth Amendment Extended Term or by November 30, 2029. If Tenant is in default on the date the Option Term is to commence beyond all applicable notice and cure periods, at Landlord's option, the Option Term shall not commence, and the Lease shall expire at

the end of the Sixth Amendment Term. This Option is personal to Tenant and may not be exercised by any assignee or subtenant. The Base Rent for the Option Term shall be the then current Fair Market Value, but in no event shall the Base Rent be less than the rent in the final year of the Sixth Amendment Term plus three percent (3%). “**Fair Market Value**” shall mean 100% of the then prevailing market rent for comparable Class A buildings in the same micro-market in close proximity to the State Capitol, as determined by Landlord in Landlord’s sole and absolute discretion.

12. NOTICES. Section 30c. of the Original Lease entitled “Notices” is hereby amended to provide that Landlord’s notice address and address for Rent payment shall be as follows:

LANDLORD’S NOTICE ADDRESS:

Senator Seagate, LP

C/O Seagate Properties, Inc.

980 Fifth Avenue

San Rafael, CA 94901

Attn: Lease Administrator

with a copy to (which such copy shall not constitute Notice):

Seagate Properties, Inc.

1121 L Street, Suite 104

Sacramento, CA, 95814

Attn: Chetta Sinclair

LANDLORD’S ADDRESS FOR RENT PAYMENT:

For USPS Mail Only:

Senator Seagate, LP

PO Box 843032

Los Angeles, CA 90084-3032

For FedEx/UPS/Overnight Shipper Only:

Senator Seagate, LP

Lockbox Services #843032

3440 Flair Drive

El Monte, CA 91731

For ACH/Wire Payment Only:

UMPQUA Bank

Account Name: Senator Seagate LP

Account #: 6929222328

Routing #: 123 205 054

13. BROKERS. Landlord shall be responsible for paying a leasing commission to Jones Lang LaSalle (“**Landlord’s Broker**”) and CBRE (“**Tenant’s Broker**”) in accordance with a separate written agreement. Landlord and Tenant each represent to the other that there are no other claims through the representing party for brokers' commissions or fees owing to a broker, finder or agent representing such party in connection with this Sixth Amendment and each of Landlord and Tenant agree to indemnify the other against any such claims made through the party making such representation.
14. REPRESENTATIONS AND WARRANTIES OF TENANT. As a material inducement to Landlord to enter into this Sixth Amendment, Tenant represents and warrants to Landlord that, as of the date of this Sixth Amendment:

- A. No Defaults. To the best of its knowledge, the Lease is in full force and effect. There are no defaults by Landlord or Tenant under the Lease, and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute an event of default by Landlord or Tenant under the Lease. Tenant has no defenses or rights of offset under the Lease.
- B. Authority. Tenant has full right, power and authority to enter into this Sixth Amendment, and has obtained all necessary consents and resolutions from its directors required under the documents governing its affairs in order to consummate this transaction, and the persons executing this Sixth Amendment have been duly authorized to do so. The Sixth Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.
- C. No Assignments. Tenant is the sole lawful Tenant under the Lease, and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises, or the right to occupy or use all or any part of the Premises.
15. AMENDMENT TO LEASE. This Sixth Amendment is and shall constitute an amendment to the Lease and shall be effective as of the Sixth Amendment Effective Date defined herein. Except as modified hereby, all of the terms and conditions of the Lease shall remain in full force and effect.
16. EFFECTIVENESS OF LEASE. Except as expressly provided herein, nothing in this Sixth Amendment shall be deemed to waive or modify any of the provisions of the Lease, or any amendment or addendum thereto. In the event of any conflict between the Lease, this Sixth Amendment, or any other amendment or addendum thereof, the document later in time shall prevail. Except as amended herein, the Lease shall remain in full force and effect.
17. SUCCESSORS AND ASSIGNS. This Sixth Amendment shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.
18. COUNTERPARTS. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which counterparts, when taken together, shall be deemed to constitute one and the same instrument. Landlord and Tenant agree that facsimile and electronic signatures (e.g. DocuSign or similar electronic signature technology) may be used in place of original signatures on this Sixth Amendment. All parties to this Sixth Amendment intend to be bound by the signatures on the faxed, electronic or e-mailed document, are aware that the other party or parties will rely on the faxed, electronic or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Sixth Amendment based on the form of signature. Copies of such executed counterparts may be delivered by the parties hereunder by electronic means, including by facsimile or electronic mail transmission to the number or address provided by each such party for such delivery, and, upon confirmation of receipt of such delivery, such electronic copies shall have the same effect as the delivery of counterparts bearing original ink signatures of the parties hereto. The parties further agree that after execution this Sixth Amendment, it may be maintained in electronic form and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature.

[See next page for signatures]

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment as of the date herein below written.

LANDLORD:

SENATOR SEAGATE, LP
a Delaware limited partnership

By: 1121 L ST MANAGER, LLC
a Delaware limited liability company
its general partner

By: SENATOR SEAGATE MANAGER, LLC,
a Delaware limited liability company
its sole member

By _____
Name: Dennis P. Fisco
its Authorized Signatory

Date: _____

TENANT:

KERN COUNTY WATER AGENCY,
a California special district

By: _____

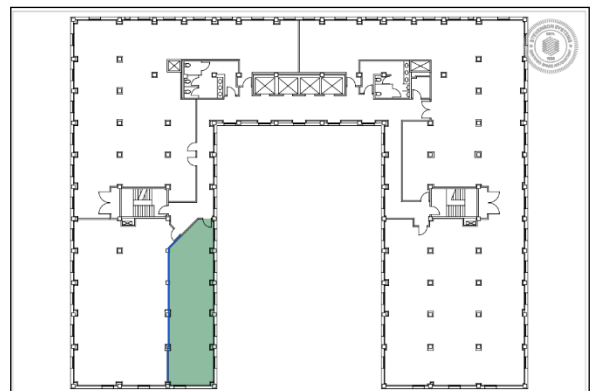
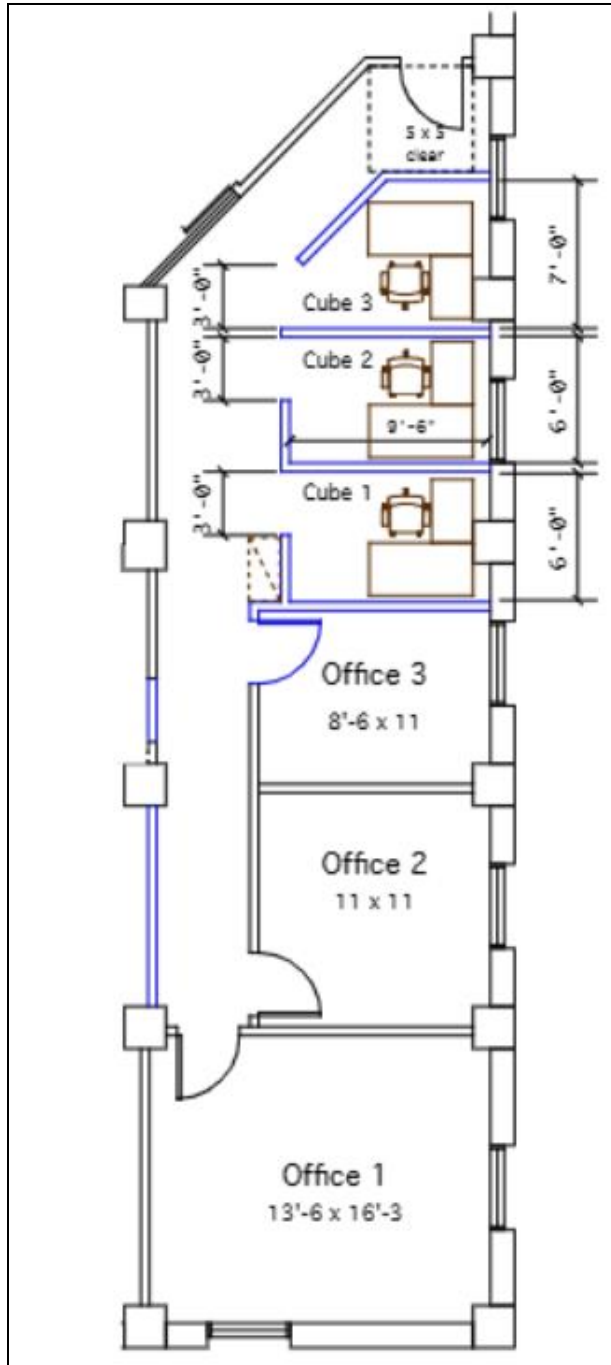
Name: _____

Its: _____

Date: _____

EXHIBIT A

Floor Plan for Suite 1020 The “Premises”

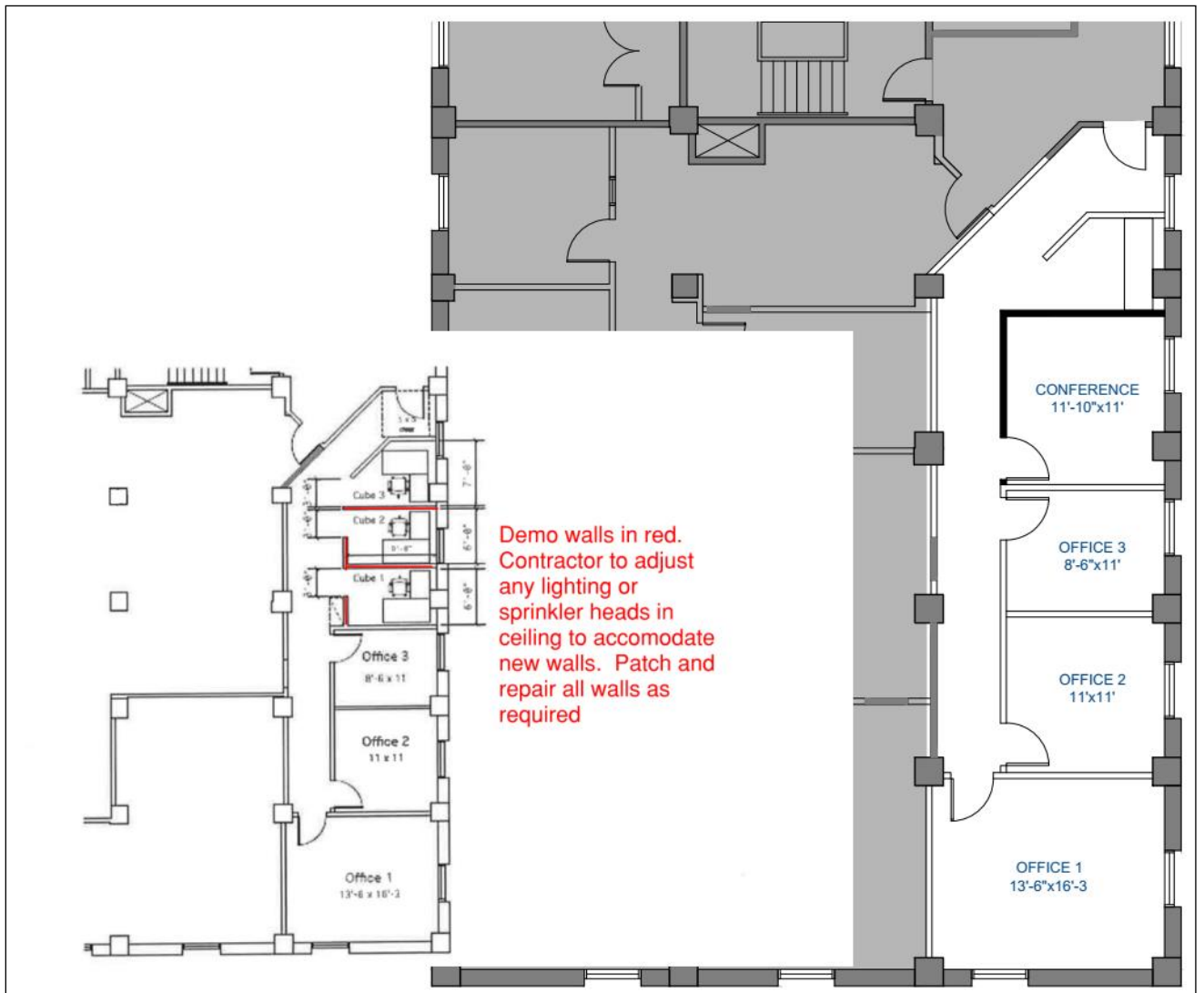


Not To Scale

[End of Exhibit A]

EXHIBIT B

Approved Space Plan



Not To Scale

[End of Exhibit B]

EXHIBIT C

Tenant Acceptance Letter

This declaration shall confirm certain dates and terms regarding the Sixth Amendment to Lease agreement dated March 21, 2025 by and between SENATOR SEAGATE, LP, a Delaware limited partnership (“Landlord”), and KERN COUNTY WATER AGENCY, a California special district (“Tenant”), for the Premises located at 1121 L Street, Suite 1020, Sacramento, California.

Tenant hereby confirms as of _____, 2025, the following:

1. The Substantial Completion Date occurred on _____, 2025 and as such, Tenant has accepted possession of the Premises and is currently able to occupy the same.

2. The Effective Date of the Sixth Amendment is _____, 2025.

3. The Expiration Date of the Sixth Amendment is _____, 2030.

4. The Base Rent payment schedule during the Sixth Amendment Term for the Premises shall be set as follows:

For the Period	Monthly Base Rent	Annualized Base Rent
*[write in month, day, year here]	\$4,339	\$52,068
	\$4,470	\$53,640
	\$4,604	\$55,248
	\$4,742	\$56,904
	\$4,884	\$58,608
	\$5,030	

*Notwithstanding the foregoing, so long as Tenant is not in default under this Lease, monthly Base Rent shall be abated for the first (1st) two (2) full calendar months during the Sixth Amendment Term (the “**Abatement Period**”); provided that the total amount of Base Rent abated during the Abatement Period shall not exceed Eight Thousand Six Hundred Seventy-Eight (\$8,678) Dollars. During the Abatement Period, only Monthly Rent shall be abated, and all other costs and charges specified in the Lease shall remain as due and payable pursuant to the provisions of the Lease.

5. All alterations and improvements required to be performed by Landlord pursuant to the terms of the Sixth Amendment to prepare the entire Premises for Tenant's occupancy have been satisfactorily completed, except for the following: _____.

6. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.

7. The Lease is in full force and effect and has not been modified, altered, or amended, except pursuant to any instruments described above, if any.

8. There are no offsets or credits against Base Rent or additional Rent, nor has any Base Rent or additional Rent been prepaid except as provided pursuant to the terms of the Lease.

9. Tenant has no notice of any prior assignment, hypothecation, or pledge of the Lease or any Rents due under the Lease.

[See next page for signatures]

IN WITNESS WHEREOF, this Tenant Acceptance Letter is acknowledged by Tenant as of the date set forth below.

TENANT:

KERN COUNTY WATER AGENCY,
a California special district

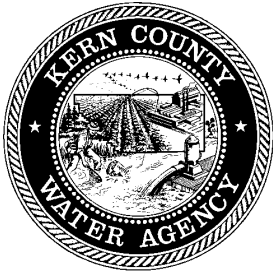
By: _____

Name: _____

Its: _____

Date: _____

Policy Committee



MEMORANDUM

20.2.1

TO: Policy Committee
Agenda Item No. 1

FROM: Thomas McCarthy

DATE: April 24, 2025

SUBJECT: Update on Delta Conveyance Activities

Issue:

Update on Delta Conveyance Activities.

Recommended Motion:

None – information only.

Discussion:

The California Department of Water Resources (DWR) certified the Final Environmental Impact Report (EIR) for the Delta Conveyance Project (DCP) on December 21, 2023. The DCP would construct a tunnel under the Sacramento-San Joaquin Delta (Delta) to deliver water from the Sacramento River to State Water Project facilities in the South Delta.

On May 16, 2024, DWR released the updated cost estimate for the DCP. The total project cost for the 6,000 cubic feet per second Bethany Reservoir Alignment is \$20.12 billion in 2023 dollars.

DWR's Delta Conveyance Office is responsible for the EIR and other permitting activities and is coordinating with the Delta Conveyance Design and Construction Authority (DCA). DWR is continuing to take the next steps to pursue numerous state and federal permits for authorizations, including those required by the State Water Resources Control Board (SWB), the Delta Stewardship Council (DSC), and compliance with state and federal Endangered Species acts. The SWB hearing process started on February 18, 2025, with Policy Statements in the morning and a conference on procedural issues in the afternoon. The hearing will continue March 24, 2025 for multiple days in March and April. The California Department of Fish and Wildlife signed an Incidental Take Permit for the Delta Conveyance Project on February 14, 2025. The permit addresses construction, operations, and maintenance of the project. DWR is working with the U.S. Fish and Wildlife Service and National Marine Fisheries Service to complete consultation efforts on project construction for the federal Endangered Species Act. DWR submitted a certification of consistency to the DSC for the planned 2024-2026 geotechnical activities. Four groups appealed for the certification. The DSC affirmed that DWR's planned geotechnical investigations are not a "Covered Action" under the Delta Reform Act. Therefore, the DSC dismissed all appeals on the grounds that it does not have jurisdiction over these planned geotechnical activities.

The project schedule is further described in Attachments 1 and 2. On December 16, 2022, the United States Army Corps of Engineers released the public Draft Environmental Impact Statement (EIS) for the DCP. The Final EIS is expected to be released in summer 2025.

On January 14, 2025, DWR filed a second validation action with the Sacramento County Superior Court regarding DWR's authority to issue revenue bonds to finance the planning, design, construction and other capital costs of the proposed DCP.

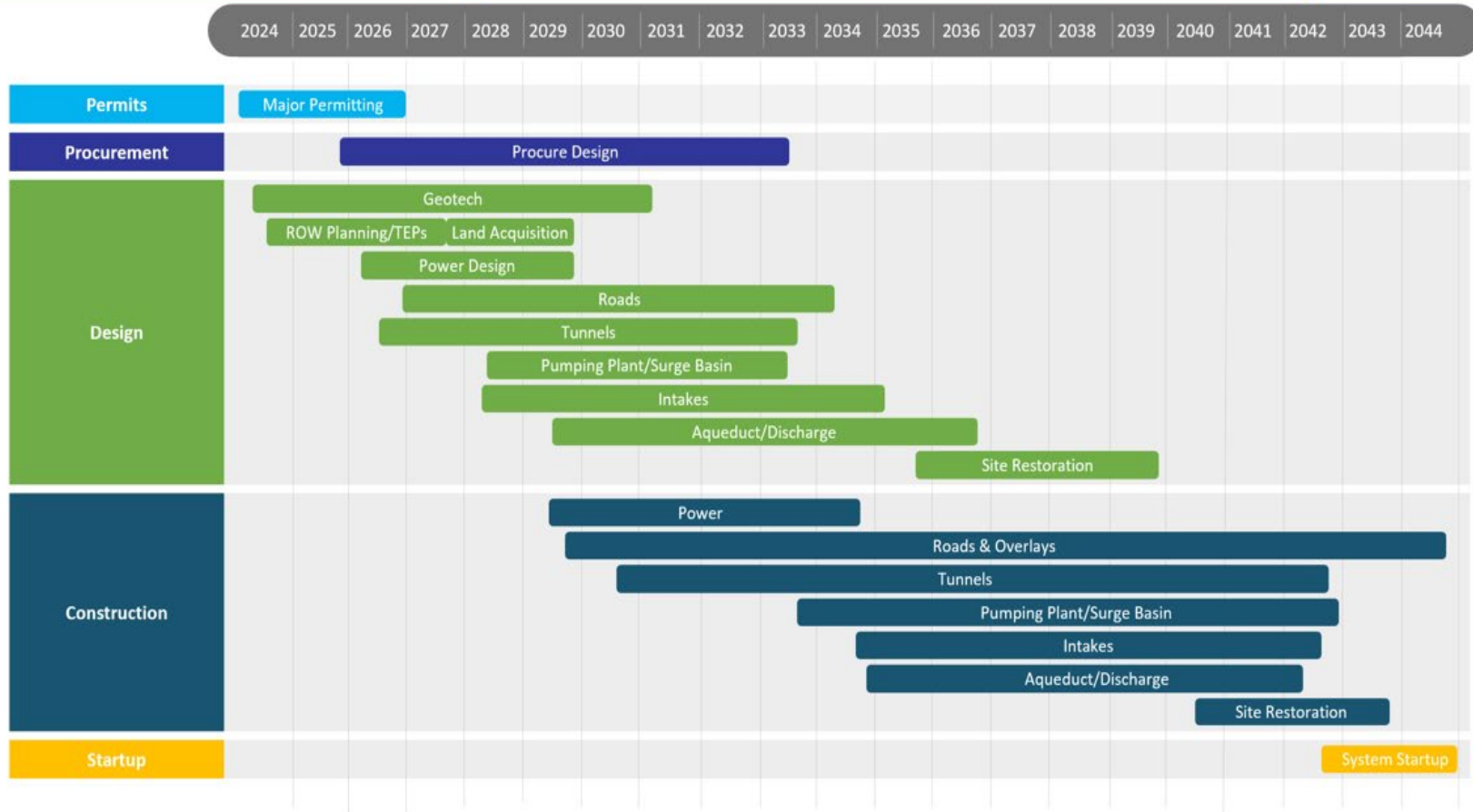
The DCA Board of Directors (Board) will hold its next regular meeting on April 17, 2025. All regular DCA Board meetings are open to the public and are held on the third Thursday of every other month starting at 2:00 p.m.



DCP Schedule



DCP Schedule Summary



Draft – Work in Progress; Subject to Change

DCP 2024 Milestones



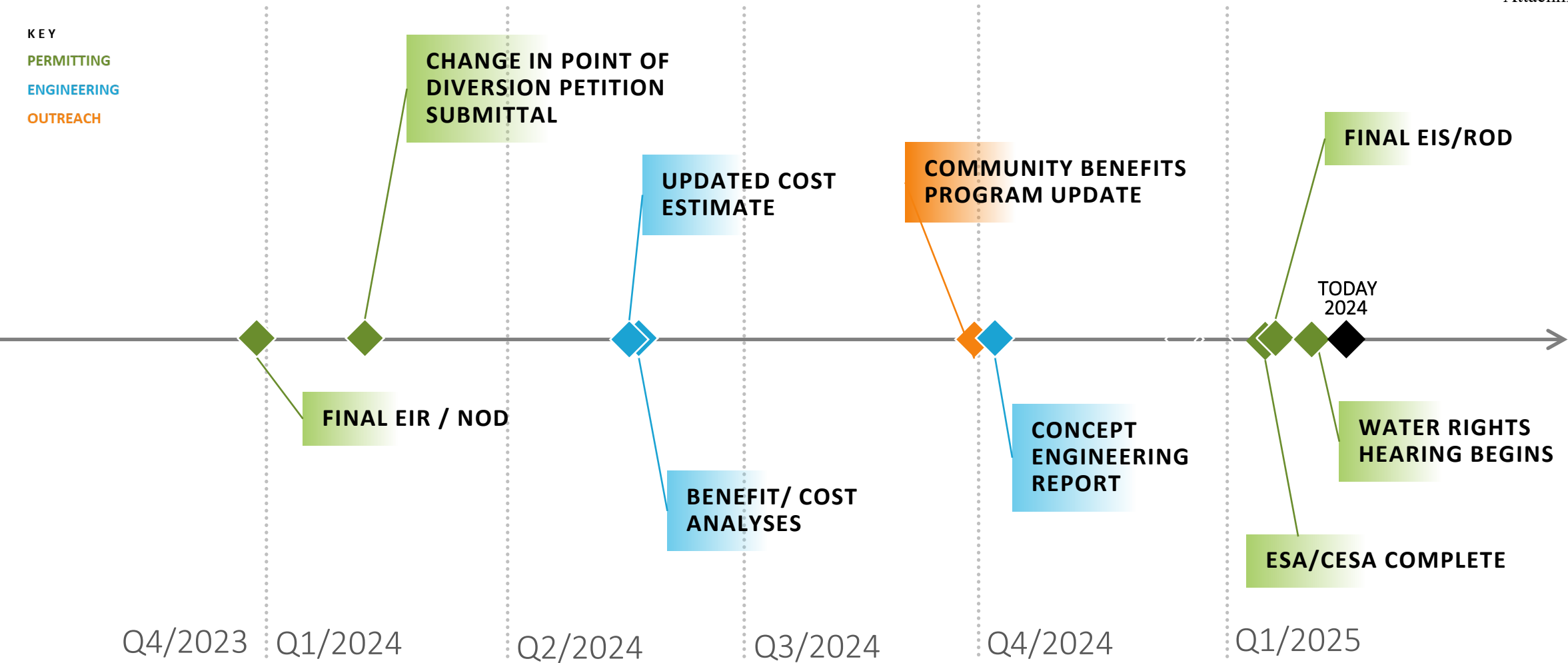
Attachment 2

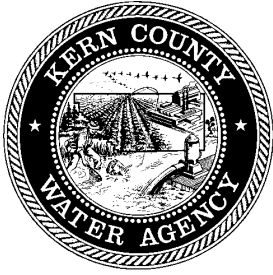
KEY

PERMITTING

ENGINEERING

OUTREACH





MEMORANDUM

20.2.1

TO: Policy Committee
Agenda Item No. 2

FROM: Thomas McCarthy

DATE: April 24, 2025

SUBJECT: Update on Legislative Activities

Issue:

Current legislative activities in which Kern County Water Agency staff and/or consultants have been involved during the past month.

Recommended Motion:

None – information only.

Discussion:

The Bill Summary List is provided as Attachment 1.



Board of Directors Legislative Tracking Report Kern County Water Agency



Updated: April 10, 2025
Prepared by: The Gualco Group, Inc.
Bills Considered By The Association of California Water Agencies

AB 43

(Schultz D) Wild and scenic rivers.

Current Text: Introduced: 12/2/2024 [html](#) [pdf](#)

Introduced: 12/2/2024

Status: 3/25/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (March 24).
 Re-referred to Com. on APPR.

Summary: Existing law requires the Secretary of the Natural Resources Agency to take specified actions relating to the addition of rivers or segments of rivers to the state's wild and scenic rivers system if, among other things, the federal government enacts a statute that, upon enactment, would require the removal or delisting of any river or segment of a river in the state that was included in the national wild and scenic rivers system and not in the state wild and scenic rivers system. Existing law authorizes, only until December 31, 2025, the secretary to take action under these provisions to add a river or segment of a river to the state wild and scenic rivers system. Existing law requires those actions to remain in effect until December 31, 2025, except as otherwise provided. This bill would indefinitely extend the date by which the secretary is authorized to take the specified actions relating to the addition of rivers or segments of rivers to the state's wild and scenic rivers system, as described above. The bill would also indefinitely extend the date that these actions remain in effect, except as otherwise provided.

ACWA Position

Watch

AB 259

(Rubio, Blanca D) Open meetings: local agencies: teleconferences.

Current Text: Introduced: 1/16/2025 [html](#) [pdf](#)

Introduced: 1/16/2025

Status: 2/10/2025-Referred to Com. on L. GOV.

Summary: Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act authorizes the legislative body of a local agency to use teleconferencing, as specified,

and requires a legislative body of a local agency that elects to use teleconferencing to comply with specified requirements, including that the local agency post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Existing law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Existing law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would remove the January 1, 2026, date from those provisions, thereby extending the alternative teleconferencing procedures indefinitely. This bill contains other related provisions and other existing laws.

ACWA Position

Support

AB 263

(Rogers D) Scott River: Shasta River: watersheds.

Current Text: Introduced: 1/16/2025 [html](#) [pdf](#)

Introduced: 1/16/2025

Status: 4/8/2025-VOTE: Do pass as amended and be re-referred to the Committee on [Appropriations] (PASS)

Summary: Existing law provides that an emergency regulation adopted by the State Water Resources Control Board following a Governor's proclamation of a state of emergency based on drought conditions, for which the board makes specified findings, may remain in effect for up to one year, as provided, and may be renewed if the board determines that specified conditions relating to precipitation are still in effect. This bill would provide that specified emergency regulations adopted by the board for the Scott River and Shasta River watersheds shall remain in effect until permanent rules establishing and implementing long-term instream flow requirements are adopted for those watersheds. This bill would make legislative findings and declarations as to the necessity of a special statute for the Scott River and Shasta River watersheds.

ACWA Position

Oppose

AB 269

(Bennett D) Dam Safety and Climate Resilience Local Assistance Program.

Current Text: Introduced: 1/17/2025 [html](#) [pdf](#)

Introduced: 1/17/2025

Status: 4/7/2025-In committee: Set, first hearing. Hearing canceled at the request of author.

Summary: Existing law provides for the regulation and supervision of dams and reservoirs by the state, and requires the Department of Water Resources, under the police power of the state, to supervise the construction, enlargement, alteration, repair, maintenance, operation, and removal of dams and reservoirs for the protection of life and property, as prescribed. Existing law requires the department to, upon appropriation by the Legislature, develop and administer the Dam Safety and Climate Resilience Local Assistance Program to provide state funding for repairs, rehabilitation, enhancements, and other dam safety projects at existing state jurisdictional dams and associated facilities that were in service prior to January 1, 2023, subject to prescribed criteria. This bill would include the removal of project facilities as additional projects eligible to receive funding under the program.

ACWA Position

Oppose

AB 293

(Bennett D) Groundwater sustainability agency: transparency.

Current Text: Introduced: 1/22/2025 [html](#) [pdf](#)

Introduced: 1/22/2025

Status: 4/2/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Summary: Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Existing law requires a groundwater sustainability plan to be developed and implemented for each medium- or high-priority basin by a groundwater sustainability agency. Existing law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin, as provided. Existing law requires members of the board of directors and the executive, as defined, of a groundwater sustainability agency to file statements of economic interests with the Fair Political Practices Commission using the commission's online system for filing statements of economic interests. This bill would require each groundwater sustainability agency to publish the membership of its board of directors on its internet website, or on the local agency's internet website, as provided. The bill would also require each groundwater sustainability agency to publish a link on its internet website or its local agency's internet website to the location on the Fair Political Practices Commission's internet website where the statements of economic interests, filed by the members of the board and executives of the agency, can be viewed.

ACWA Position

Not Favor

AB 339

(Ortega D) Local public employee organizations: notice requirements.

Current Text: Introduced: 1/28/2025 [html](#) [pdf](#)

Introduced: 1/28/2025

Status: 3/19/2025-From committee: Do pass and re-refer to Com. on APPR. (Ayes 4. Noes 0.) (March 19). Re-referred to Com. on APPR.

Summary: Existing law, the Meyers-Milias-Brown Act, contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Existing law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Existing law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 120 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization. The bill would require the notice to include specified information, including the anticipated duration of the contract. The bill would also require the public agency, if an emergency or other exigent circumstance prevents the public agency from providing the written notice described above, to provide as much advance notice as is practicable under the circumstances. If the recognized employee organization demands to meet and confer within 30 days of receiving the written notice, the bill would require the public agency and recognized employee organization to promptly meet and confer in good faith, as specified. By imposing new duties on local public agencies, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position

Oppose Unless
Amended

AB 362

(Ramos D) Water policy: California tribal communities.

Current Text: Amended: 4/2/2025 [html](#) [pdf](#)

Introduced: 1/30/2025

Last Amend: 4/2/2025

Status: 4/8/2025-VOTE: Do pass and be re-referred to the Committee on [Environmental Safety and Toxic Materials] (PASS)

Summary: The Porter-Cologne Water Quality Control Act establishes a statewide program for the control of the quality of all the waters in the state and makes certain legislative findings and declarations. Existing law

defines the term “beneficial uses” for the purposes of water quality as certain waters of the state that may be protected against quality degradation, to include, among others, domestic, municipal, agricultural, and industrial supplies. This bill would add findings and declarations related to California tribal communities, as defined, and the importance of protecting tribal water use. The bill would add tribal water uses as waters of the state that may be protected against quality degradation for purposes of the defined term “beneficial uses.” The bill would require any project or regulatory program subject to approval by the State Water Quality Control Board or a regional water quality control board, within a specified environmental review, and in any findings and declarations presented for state board or a regional board approval, to describe, with both quantitative and qualitative information, how the project or regulatory program will impact tribal water uses, and would require, on or before December 1, 2026, and every 2 years thereafter, the state board to publish a report on implementation of this provision on its internet website. This bill contains other related provisions and other existing laws.

ACWA Position

Oppose Unless
Amended

AB 367

(Bennett D) Water: County of Ventura: fire suppression.

Current Text: Amended: 3/28/2025 [html](#) [pdf](#)

Introduced: 2/3/2025

Last Amend: 3/28/2025

Status: 4/8/2025-From committee: Do pass and re-refer to Com. on U. & E. (Ayes 6. Noes 1.) (April 7). Re-referred to Com. on U. & E.

Summary: Existing law provides generally for the regulation of wells, pumping plants, conduits, and streams. Existing law requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. This bill would require a water supplier that supplies water to more than 20 residential dwellings that is used for the suppression of fire in either a high or very high risk fire hazard severity zone in the County of Ventura to have a backup energy source with sufficient power to promptly operate wells and pumps servicing the high or very high risk hazard severity zone at normal capacity for at least 24 hours in the case of a power shutoff unless the relevant water delivery systems are gravity fed and do not need any backup power to continue to operate during a power shutoff. The bill would require the Ventura County Fire Department to annually inspect facilities that provide water, as specified. The bill would require a water supplier to take various actions, including alerting the Ventura County Office of Emergency Services whenever its water delivery capacity has been reduced due to equipment failure or maintenance. The bill would require, if any fire destroys more than 10 residential dwellings or causes more than \$3,000,000 in damages to any residential dwelling serviced by a water supplier, a report be made by the water supplier that services the dwellings where the fire occurred and the Ventura County Fire Department that assesses the

appropriateness of the water delivery system, as specified. By levying new requirements on the Ventura County Fire Department, this bill would create a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position

Oppose Unless
Amended

AB 372

(Bennett D) Office of Emergency Services: state matching funds: water system infrastructure improvements.

Current Text: Introduced: 2/3/2025 [html](#) [pdf](#)

Introduced: 2/3/2025

Status: 4/8/2025-From committee: Do pass and re-refer to Com. on E.S & T.M. (Ayes 7. Noes 0.) (April 7).
Re-referred to Com. on E.S & T.M.

Summary: Existing law establishes, within the office of the Governor, the Office of Emergency Services (OES), under the direction of the Director of Emergency Services. Existing law charges the OES with coordinating various emergency activities within the state. The California Emergency Services Act, contingent upon an appropriation by the Legislature, requires the OES to enter into a joint powers agreement pursuant to the Joint Exercise of Powers Act with the Department of Forestry and Fire Protection to develop and administer a comprehensive wildfire mitigation program relating to structure hardening and retrofitting and prescribed fuel modification activities. Existing law authorizes the joint powers authority to establish financial assistance limits and matching funding or other recipient contribution requirements for the program, as provided. This bill, contingent on funding being appropriated pursuant to a bond act, as specified, would establish the Rural Water Infrastructure for Wildfire Resilience Program within the OES for the distribution of state matching funds to communities within the Wildland Urban Interface in designated high fire hazard severity zones or very high fire hazard severity zones to improve water system infrastructure, as prescribed. The bill would require the OES to work in coordination with the Department of Water Resources, the State Water Resources Control Board, the Office of the State Fire Marshal, and other state entities as the OES determines to be appropriate, to achieve the purposes of the program. The bill would require the OES to develop criteria and a scoring methodology to prioritize the distribution of state matching funds provided under the program to rural communities based upon specified criteria.

ACWA Position

Favor

AB 404

(Sanchez R) California Environmental Quality Act: exemption: prescribed fire, reforestation, habitat restoration, thinning, or fuel reduction projects.

Current Text: Introduced: 2/4/2025 [html](#) [pdf](#)

Introduced: 2/4/2025

Status: 3/24/2025-In committee: Set, first hearing. Hearing canceled at the request of author.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Existing law, until January 1, 2028, except for the issuance of a permit or other permit approval, exempts from the requirements of CEQA prescribed fire, reforestation, habitat restoration, thinning, or fuel reduction projects, or related activities, undertaken, in whole or in part, on federal lands to reduce the risk of high-severity wildfire that have been reviewed under the federal National Environmental Policy Act of 1969 meeting certain requirements. Existing law requires a lead agency, if it determines that a project qualifies for the above exemption and it determines to approve or carry out the project, to file a notice of exemption with the Office of Land Use and Climate Innovation and with the county clerk in the county in which the project will be located and to post the notice of exemption on its internet website together with a description of where the documents analyzing the environmental impacts of the project under the federal act are available for review. Existing law requires the lead agency, if it is not the Department of Forestry and Fire Protection, to provide the notice of exemption and certain information to the department. This bill would extend the above exemption and requirements on the lead agency indefinitely. By extending the requirements on the lead agency, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position

Favor

AB 532

(Ransom D) Water rate assistance program.

Current Text: Amended: 4/1/2025 [html](#) [pdf](#)

Introduced: 2/11/2025

Last Amend: 4/1/2025

Status: 4/2/2025-Re-referred to Com. on E.S & T.M.

Summary: Existing federal law, the Consolidated Appropriations Act, 2021, among other things, requires the federal Department of Health and Human Services to carry out a Low-Income Household Drinking Water and Wastewater Emergency Assistance Program, which is also known as the Low Income Household Water Assistance Program, for making grants to states and Indian tribes to assist low-income households that pay a high proportion of household income for drinking water and wastewater services, as provided. Existing law requires the Department of Community Services and Development to administer the Low Income Household Water Assistance Program in this state, and to receive and expend moneys appropriated and allocated to the state for purposes of that program, pursuant to the above-described federal law. The Low Income Household

Water Assistance Program was only operative until March 31, 2024. This bill would repeal the above-described requirements related to the Low Income Household Water Assistance Program. The bill would instead require, upon appropriation by the Legislature, the Department of Community Services and Development to establish and administer the California Low Income Household Water Assistance Program to provide water rate assistance to residential ratepayers of community water systems, and urban retail water suppliers that serve disadvantaged communities, as specified. This bill contains other related provisions and other existing laws.

ACWA Position

Favor

AB 580

(Wallis R) Surface mining: Metropolitan Water District of Southern California.

Current Text: Amended: 3/26/2025 [html](#) [pdf](#)

Introduced: 2/12/2025

Last Amend: 3/26/2025

Status: 3/27/2025-Re-referred to Com. on W. P., & W.

Summary: The Surface Mining and Reclamation Act of 1975 prohibits a person, with exceptions, from conducting surface mining operations unless, among other things, a permit is obtained from, a specified reclamation plan is submitted to and approved by, and financial assurances for reclamation have been approved by, the lead agency for the operation of the surface mining operation. Existing law authorizes the Metropolitan Water District of Southern California (MWD) to prepare a master reclamation plan, as provided, that identifies each individual surface mining operation in specified counties and satisfies all reclamation plan requirements for each individual surface mining site. Existing law requires the State Mining and Geology Board to act as the lead agency for surface mining operations conducted by the MWD and authorizes the board to conduct an inspection of an individual surface mining operation once every 2 calendar years during a period when that individual surface mining operation is idle or the site has no mineral production. Existing law requires the MWD to be the lead agency for any environmental review of the master reclamation plan. Existing law repeals the provisions authorizing the preparation and approval of the master reclamation plan for the MWD on January 1, 2026. This bill would extend the operation of those provisions until January 1, 2051. To the extent this bill would require a local government acting as a lead agency for environmental review of the master reclamation plan to perform those additional duties for a longer period of time, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position

Favor

AB 639

(Soria D) Dams: exceptions.

Current Text: Amended: 3/28/2025 [html](#) [pdf](#)

Introduced: 2/13/2025

Last Amend: 3/28/2025

Status: 4/1/2025-Re-referred to Com. on APPR.

Summary: Existing law defines a dam to mean any artificial barrier, together with appurtenant works, that does or may impound or divert water, and meets other specified criteria. Existing law excludes from the definition a barrier that is or will be not in excess of 6 feet in height, regardless of storage capacity, or that has or will have a storage capacity not in excess of 15 acre-feet, regardless of height. Existing law requires the Department of Water Resources to supervise the construction, enlargement, alteration, repair, maintenance, operation, and removal of dams and reservoirs for the protection of life and property. This bill would additionally exclude from the definition of a dam a barrier that does not impound water above the top of a levee where maximum storage behind the barrier has a minimum of 3 feet of freeboard on the levee and is a weir, as defined.

ACWA Position

Support

AB 794

(Gabriel D) California Safe Drinking Water Act: emergency regulations.

Current Text: Introduced: 2/18/2025 [html](#) [pdf](#)

Introduced: 2/18/2025

Status: 3/3/2025-Referred to Com. on E.S & T.M.

Summary: Existing law, the California Safe Drinking Water Act (state act), requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. The state board's duties include, but are not limited to, enforcing the federal Safe Drinking Water Act (federal act) and adopting and enforcing regulations. Existing law authorizes the state board to adopt as an emergency regulation, a regulation that is not more stringent than, and is not materially different in substance and effect than, the requirements of a regulation promulgated under the federal act, with a specified exception. This bill would provide that the authority of the state board to adopt an emergency regulation pursuant to these provisions includes the authority to adopt requirements of a specified federal regulation that was in effect on January 19, 2025, regardless of whether the requirements were repealed or amended to be less stringent. The bill would prohibit an emergency regulation adopted pursuant to these provisions from implementing less stringent drinking water standards, as provided, and would authorize the regulation to include requirements that are more stringent than the requirements of the federal regulation. The bill would require, on or before January 1, 2026, the state board to adopt an emergency regulation and to initiate a primary drinking water standard for perfluoroalkyl and polyfluoroalkyl substances, as provided. The bill would make other changes to proceedings initiated upon the adoption of an emergency regulation to establish a public health goal and primary drinking water standards, as specified.

ACWA Position

Oppose Unless

Amended

AB 810**(Irwin D) Local government: internet websites and email addresses.****Current Text:** Amended: 3/27/2025 [html](#) [pdf](#)**Introduced:** 2/19/2025**Last Amend:** 3/27/2025**Status:** 3/28/2025-Re-referred to Com. on L. GOV.

Summary: Existing law requires that a local agency that maintains an internet website for use by the public to ensure that the internet website uses a “.gov” top-level domain or a “.ca.gov” second-level domain no later than January 1, 2029. Existing law requires that a local agency that maintains public email addresses to ensure that each email address provided to its employees uses a “.gov” domain name or a “.ca.gov” domain name no later than January 1, 2029. Existing law defines “local agency” for these purposes as a city, county, or city and county. This bill would expand the definition of “local agency” to include a special district, school district, joint powers authority, or other political subdivision, thereby requiring those entities to comply with the above-described domain requirements. The bill would allow a community college district or community college to use a “.edu” domain to satisfy these requirements. By adding to the duties of local officials, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position

Not Favor

AB 846**(Connolly D) Endangered species: incidental take: wildfire preparedness activities.****Current Text:** Amended: 3/27/2025 [html](#) [pdf](#)**Introduced:** 2/19/2025**Last Amend:** 3/27/2025**Status:** 4/8/2025-VOTE: Do pass and be re-referred to the Committee on [Natural Resources] (PASS)

Summary: The California Endangered Species Act prohibits the taking of an endangered, threatened, or candidate species, except as specified. Under the act, the Department of Fish and Wildlife (department) may authorize the take of listed species by certain entities through permits or memorandums of understanding for specified purposes. Existing law requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Existing law requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal, as provided. This bill would authorize a city, county, city and county, special district, or other local agency to submit to the department a wildfire preparedness plan to conduct wildfire preparedness activities on land designated as a fire hazard severity zone, as defined, that minimizes impacts to wildlife and habitat for candidate, threatened, and endangered

species. The bill would require the wildfire preparedness plan to include, among other things, a brief description of the planned wildfire preparedness activities, the approximate dates for the activities, and a description of the candidate, endangered, and threatened species within the plan area. The bill would authorize the department to impose a fee on a local agency for the cost of reviewing a wildfire preparedness plan submitted by that local agency, as specified. The bill would require the department, if sufficient information is included in the wildfire preparedness plan for the department to determine if an incidental take permit is required, to notify the local agency within 90 days of receipt of the wildfire preparedness plan if an incidental take permit or other permit is needed, or if there are other considerations, exemptions, or streamlined pathways that the wildfire preparedness activities qualify for, including, but not limited to, the State Board of Forestry and Fire Protection's California Vegetation Treatment Program. The bill would require the department to provide the local agency, in its notification, with guidance that includes, among other things, a description of the candidate, endangered, and threatened species within the plan area and measures to avoid, minimize, and fully mitigate the take of the candidate, threatened, and endangered species, as provided. The bill would require the department, on or before July 1, 2026, to make a standard wildfire preparedness plan submission form publicly available on its internet website. The bill also would require the department, commencing January 1, 2027, to annually post on its internet website a summary of the wildfire preparedness plans submitted and include specified information in that summary. This bill contains other related provisions.

ACWA Position

Favor

AB 874

([Ávila Farías](#) D) Mitigation Fee Act: waiver of fees: affordable rental housing.

Current Text: Introduced: 2/19/2025 [html](#) [pdf](#)

Introduced: 2/19/2025

Status: 3/10/2025-Referred to Coms. on L. GOV. and H. & C.D.

Summary: Existing law, the Mitigation Fee Act, imposes certain requirements on a local agency that imposes a fee as a condition of approval of a development project that is imposed to provide for an improvement to be constructed to serve the development project, or a fee for public improvements, as specified. The act also regulates fees for development projects and fees for specific purposes, including water and sewer connection fees, among others. The act, among other things, requires local agencies to comply with various conditions when imposing fees, extractions, or charges as a condition of approval of a proposed development or development project. The act prohibits a local agency that imposes fees or charges on a residential development for the construction of public improvements or facilities from requiring the payment of those fees or charges until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first, except for utility service fees, as provided. This bill would require a local agency to waive fees or charges that are collected by a local agency to fund the construction of public improvements or facilities for residential developments subject to a regulatory agreement with a public entity, as provided, that includes certain income and affordability requirements. The bill would exclude from this requirement those fees or

charges, as applicable, for the construction or reconstruction of school facilities or that cover the cost of code enforcement, inspection services, or other fees collected to pay for the cost of enforcement of local ordinances or state law.

ACWA Position

Oppose Unless
Amended

AB 1146

(Papan D) Water infrastructure: dams and reservoirs: water release: false pretenses.

Current Text: Amended: 3/17/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 3/17/2025

Status: 3/18/2025-Re-referred to Com. on W. P., & W.

Summary: Existing law provides for the regulation and supervision of dams and reservoirs exclusively by the state. Existing law provides that every person who violates specified provisions of the Water Code related to the regulation and supervision of dams and reservoirs or of any approval, order, rule, regulation, or requirement of the Department of Water Resources is guilty of a misdemeanor, as specified. This bill would prohibit the release of stored water from a reservoir in this state if the release is done under false pretenses, which the bill would define to mean a release of water from a reservoir in a manner that is knowingly and designedly under any false or fraudulent representation or assumption as to the purpose and intended use of the water. The bill would authorize the State Water Resources Control Board to issue an interim relief order, as specified, to a reservoir operator to prohibit the release of stored water in violation of the above-described prohibition. The bill would authorize the board to commence an interim relief proceeding on its own motion or upon the petition of an interested party, and would specify information required to be included in the petition. The bill would provide any person who violates these provisions would be guilty of a misdemeanor, punishable by a fine or imprisonment in the county jail, or both. By expanding the scope of a crime, this bill would impose a state-mandated local program.

ACWA Position

Oppose

AB 1319

(Schultz D) Protected species: California Endangered Species Act.

Current Text: Amended: 3/20/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 3/20/2025

Status: 3/24/2025-Re-referred to Com. on W. P., & W.

Summary: Existing law makes it unlawful to take a bird, mammal, fish, reptile, or amphibian, except as authorized by law. This bill would make it unlawful for a person in California to transport, sell, offer for sale,

possess with the intent to sell, receive, acquire, or purchase any fish, wildlife, or plant that was taken, possessed, transported, or sold in violation of any law, treaty, regulation, policy, or finding of the United States with regard to national or international trade of fish, wildlife, or plants in effect on January 19, 2025. The bill would make these provisions inoperative on December 31, 2031, and would repeal them on January 1, 2032.

ACWA Position

Oppose Unless
Amended

AB 1373

(Soria D) Water quality: state certification.

Current Text: Amended: 4/8/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 4/8/2025

Status: 4/8/2025-From committee chair, with author's amendments: Amend, and re-refer to Com. on E.S & T.M. Read second time and amended.

Summary: Under existing law, the State Water Resources Control Board and the California regional water quality control boards prescribe waste discharge requirements in accordance with the Federal Water Pollution Control Act and the Porter-Cologne Water Quality Control Act. Under federal law, any applicant seeking a federal license or permit for an activity that may result in any discharge into the navigable waters of the United States is required to first seek a state water quality certification, as specified. The Porter-Cologne Water Quality Control Act authorizes the state board to certify or provide a statement to a federal agency, as required pursuant to federal law, that there is reasonable assurance that an activity of any person subject to the jurisdiction of the state board will not reduce water quality below applicable standards. The federal act provides that if a state fails or refuses to act on a request for this certification within a reasonable period of time, which shall not exceed one year after receipt of the request, then the state certification requirements are waived with respect to the federal application. This bill would require the state board to hold a public hearing at least 21 days before taking action on an application for certification for a license to operate a hydroelectric facility. The bill would prohibit the authority to issue a certification for a license to operate a hydroelectric facility from being delegated.

ACWA Position

Favor

AB 1413

(Papan D) Sustainable Groundwater Management Act: groundwater adjudication.

Current Text: Amended: 3/24/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 3/24/2025

Status: 4/8/2025-VOTE: Do pass as amended and be re-referred to the Committee on [Judiciary] (PASS)

Summary: Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Existing law requires the department to periodically review the groundwater sustainability plans developed by groundwater sustainability agencies pursuant to the act to evaluate whether a plan conforms with specified laws and is likely to achieve the sustainability goal for the basin covered by the plan. Existing law authorizes a groundwater sustainability agency that adopts a groundwater sustainability plan to file a court action to determine the validity of the plan no sooner than 180 days following the adoption of the plan, as provided. This bill would instead authorize groundwater sustainability agencies to file those actions within 180 days following the adoption of the plan. The bill would prohibit the court, in those validation actions, from adjudicating certain matters delegated to the department for evaluation. Existing law provides that an action against a groundwater sustainability agency that is located in a basin that is being adjudicated is subject to transfer, coordination, and consolidation with a comprehensive adjudication, as appropriate, if the action concerns the adoption, substance, or implementation of a groundwater sustainability plan, or the groundwater sustainability agency's compliance with the timelines in the Sustainable Groundwater Management Act. This bill would require an action against a groundwater sustainability agency that is located in a basin that is being adjudicated to be consolidated with a comprehensive adjudication if the action concerns the adoption, substance, or implementation of a groundwater sustainability plan, or the groundwater sustainability agency's compliance with the timelines in the Sustainable Groundwater Management Act. The bill would also require the court hearing the consolidated action to try the cause of action for judicial review of the groundwater sustainability plan's determination of a basin's sustainable yield before trying any other issue in the action. Existing law authorizes a court to enter judgment in an adjudication action for a basin required to have a groundwater sustainability plan if, in addition to other criteria, the court finds the judgment will not substantially impair the ability of a groundwater sustainability agency, the State Water Resources Control Board, or the department to comply with the Sustainable Groundwater Management Act and to achieve sustainable groundwater management. This bill, among other things, would provide that a judgment substantially impairs the ability of those entities to comply with the act and to achieve sustainable groundwater management if it allows more total pumping from the basin annually or on average than the sustainable yield of the basin established in the latest groundwater sustainability plans that have been validated by a final judgment or by operation of law when no validation action or action to invalidate the validation was filed.

ACWA Position

Not Favor Unless
Amended

AB 1466

(Hart D) Groundwater adjudication: burden of proof.

Current Text: Amended: 4/1/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 4/1/2025

Status: 4/8/2025-VOTE: Do pass and be re-referred to the Committee on [Judiciary] (PASS)

Summary: Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Existing law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin and imposes specified duties upon that agency or combination of agencies, as provided. Existing law establishes various methods and procedures for a comprehensive adjudication of groundwater rights in civil court. Generally, a party has the burden of proof as to each fact the existence or nonexistence of which is essential to the claim for relief or defense that the party is asserting, except as specified. This bill would provide that in any action to adjudicate groundwater rights, as provided, if a party to the action is seeking judicial review of an action taken by a groundwater sustainability agency pursuant to a groundwater sustainability plan that has been approved by the department, that party has the burden of proof using substantial evidence standard of review. The bill would require the court to, in any adjudication in a basin where one or more groundwater sustainability agencies have adopted a groundwater sustainability plan that has been approved by the department, request that the groundwater sustainability agency provide a technical report that, at a minimum, quantifies and describes the groundwater use of parties that have not otherwise appeared before the court, as provided. The bill would provide for the payment or reimbursement of costs related to the technical report, as provided. The bill would provide that the technical report shall be prima facie evidence of the physical facts found in the report, as provided. This bill contains other existing laws.

ACWA Position

Watch

SB 31

(McNerney D) Water quality: recycled water.

Current Text: Amended: 3/26/2025 [html](#) [pdf](#)

Introduced: 12/2/2024

Last Amend: 3/26/2025

Status: 4/2/2025-Set for hearing April 30.

Summary: The Water Recycling Law generally provides for the use of recycled water. Existing law requires any person who, without regard to intent or negligence, causes or permits an unauthorized discharge of 50,000 gallons or more of recycled water in or on any waters of the state to immediately notify the appropriate regional water board. This bill would, for the purposes of the above provision, redefine “recycled water” and provide that water discharged from a decorative body of water during storm events is not to be considered an unauthorized discharge if recycled water was used to restore levels due to evaporation. This bill contains other related provisions and other existing laws.

ACWA Position

Favor

SB 72**(Caballero D) The California Water Plan: long-term supply targets.****Current Text:** Amended: 3/18/2025 [html](#) [pdf](#)**Introduced:** 1/15/2025**Last Amend:** 3/18/2025**Status:** 4/8/2025-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)

Summary: Existing law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as “The California Water Plan.” Existing law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, and water transfers, that may be pursued in order to meet the future needs of the state. Existing law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to expand the membership of the advisory committee to include, among others, tribes, labor, and environmental justice interests. The bill would require the department, as part of the 2033 update to the plan, to update the interim planning target for 2050, as provided. The bill would require the target to consider the identified and future water needs for a sustainable urban sector, agricultural sector, and environment, and ensure safe drinking water for all Californians, among other things. The bill would require the plan to include specified components, including a discussion of the estimated costs and benefits of any project type or action that is recommended by the department within the plan that could help achieve the water supply targets. The bill would require the department to report to the Legislature the amendments, supplements, and additions included in the updates of the plan, together with a summary of the department’s conclusions and recommendations, in the session in which the updated plan is issued. The bill would also require the department to conduct public workshops to give interested parties an opportunity to comment on the plan.

ACWA Position

Support

SB 88**(Caballero D) Air resources: carbon emissions: biomass.****Current Text:** Amended: 4/3/2025 [html](#) [pdf](#)**Introduced:** 1/22/2025**Last Amend:** 4/3/2025**Status:** 4/4/2025-Set for hearing April 22.

Summary: Existing law requires the State Air Resources Board, in consultation with the Department of Forestry and Fire Protection, to develop a standardized system for quantifying the direct carbon emissions

and decay from fuel reduction activities for purposes of meeting the accounting requirements for Greenhouse Gas Reduction Fund expenditures, as specified. This bill would require the state board, on or before January 1, 2027, to finalize the standardized system described above. The bill would require the state board, on or before January 1, 2028, to adopt a method of quantification of the life-cycle emissions from alternative uses of forest and agricultural biomass residues. The bill would require the state board, on or before January 1, 2028, to assess the suitability of developing a carbon credit or offset protocol for beneficial carbon removal products, including, but not limited to, biochar that are generated from agricultural biomass resources or forest biomass resources for inclusion in the state board's compliance offset program. The bill would require the state board, on or before January 1, 2029, to vote on a carbon credit or offset protocol for biochar or other carbon removal products and include that credit or protocol in the compliance offset program if the assessment determines that a carbon credit or offset protocol for production and use of biochar or other carbon removal products is appropriate. This bill contains other related provisions.

ACWA Position

Favor

SB 223

(Alvarado-Gil R) The Wildfire Smoke and Health Outcomes Data Act.

Current Text: Introduced: 1/27/2025 [html](#) [pdf](#)

Introduced: 1/27/2025

Status: 4/3/2025-From committee: Do pass and re-refer to Com. on RLS. with recommendation: To consent calendar. (Ayes 11. Noes 0.) (April 2). Re-referred to Com. on RLS.

Summary: Existing law establishes the State Department of Public Health and sets forth its powers and duties pertaining to, among other things, protecting, preserving, and advancing public health. Existing law requires the department, in consultation with specified stakeholders, to develop a plan, addressing specified issues, with recommendations and guidelines for counties to use in the case of a significant air quality event caused by wildfires or other sources. This bill, the Wildfire Smoke and Health Outcomes Data Act, would require the State Department of Public Health, in consultation with the Department of Forestry and Fire Protection and the Wildfire and Forest Resilience Task Force, to create, operate, and maintain a statewide integrated wildfire smoke and health data platform on or before July 1, 2028, that, among other things, would integrate wildfire smoke and health data from multiple databases. Under the bill, the purposes for the data platform would include providing adequate information to understand the negative health impacts on California's population caused by wildfire smoke and evaluating the effectiveness of investments in forest health and wildfire mitigation on health outcomes in California. This bill would require the State Department of Public Health, in consultation with the Department of Forestry and Fire Protection and the Wildfire and Forest Resilience Task Force, to develop, among other things, protocols for data sharing, documentation, quality control, and promotion of open-source platforms and decision support tools related to wildfire smoke and health data. This bill would authorize the State Department of Public Health, the Department of Forestry and Fire Protection, and the Wildfire and Forest Resilience Task Force, where appropriate, to utilize data from existing sources, including open source data and other external data, for purposes of implementing the act.

This bill contains other related provisions.

ACWA Position

Favor

SB 239

(Arrequin D) Open meetings: teleconferencing: subsidiary body.

Current Text: Amended: 4/7/2025 [html](#) [pdf](#)

Introduced: 1/30/2025

Last Amend: 4/7/2025

Status: 4/8/2025-Set for hearing May 6.

Summary: Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Existing law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. The bill would also require the subsidiary body to list a member of the subsidiary body who participates in a teleconference meeting from a remote location in the minutes of the meeting. This bill contains other related provisions and other existing laws.

ACWA Position

Favor

SB 350

(Durazo D) Water Rate Assistance Program.

Current Text: Amended: 3/25/2025 [html](#) [pdf](#)

Introduced: 2/12/2025

Last Amend: 3/25/2025

Status: 3/25/2025-Read second time and amended. Re-referred to Com. on E., U & C.

Summary: Existing law requires the State Water Resources Control Board to develop a plan for the funding and implementation of the Low-Income Water Rate Assistance Program. Existing law requires the plan to include, among other things, a description of the method for collecting moneys to support and implement the program and a description of the method for determining the amount of moneys that may need to be collected from water ratepayers to fund the program. This bill would establish the Water Rate Assistance Program. As part of the program, the bill would establish the Water Rate Assistance Fund in the State Treasury, available upon appropriation by the Legislature, to provide water affordability assistance, for both drinking water and wastewater services, to low-income residential ratepayers, as specified. The bill would require the state board to take various actions in administering the fund, including, among other things, tracking and managing revenue in the fund separately from all other revenue. The bill would require the state board, in consultation with relevant agencies and after a public hearing, to adopt guidelines for implementation of the program and to adopt an annual report to be posted on the state board's internet website identifying how the fund has performed, as specified. The bill would require the guidelines to include minimum requirements for eligible systems, including the ability to confirm eligibility for enrollment through a request for self-certification of eligibility under penalty of perjury. By expanding the crime of perjury, the bill would impose a state-mandated local program. The bill would require the state board to take various actions in administering the program, including, but not limited to, providing guidance, oversight, and funding for low-income rate assistance for residential ratepayers of eligible systems. The bill would authorize the Attorney General to bring an action in state court to restrain the use of any method, act, or practice in violation of these provisions, except as provided. This bill contains other related provisions and other existing laws.

ACWA Position

Oppose Unless
Amended

SB 394

(Allen D) Water theft: fire hydrants.

Current Text: Introduced: 2/14/2025 [html](#) [pdf](#)

Introduced: 2/14/2025

Status: 4/4/2025-Set for hearing April 21.

Summary: Existing law authorizes a utility to bring a civil action for damages against any person who commits, authorizes, solicits, aids, abets, or attempts certain acts, including, diverting or causing to be diverted, utility services by any means whatsoever. Existing law creates a rebuttable presumption that there is violation of these provisions if, on premises controlled by the customer or by the person using or receiving the direct benefit of utility service, certain actions occur, including that there is an instrument, apparatus, or device primarily designed to be used to obtain utility service without paying the full lawful charge for the utility. This bill would add to the list of acts for which a utility may bring a civil cause of action under these circumstances to include tampering with a fire hydrant, fire hydrant meter, or fire detector check, or diverting water, or causing water to be diverted, from a fire hydrant with knowledge of, or reason to believe, that the diversion or unauthorized connection existed at the time of use for nonfirefighting purposes or without authorization from

the appropriate water system or fire department. The bill would also expand the rebuttable presumption for a violation of these provisions to include, among other things, if a person tampers with or uses a fire hydrant, fire hydrant meter, or fire detector check without authorization to obtain water and without paying the full lawful charge of the water. This bill contains other related provisions and other existing laws.

ACWA Position
Sponsor/Support

SB 454

(McNerney D) State Water Resources Control Board: PFAS Mitigation Program.

Current Text: Amended: 4/8/2025 [html](#) [pdf](#)

Introduced: 2/19/2025

Last Amend: 4/8/2025

Status: 4/8/2025-Read second time and amended. Re-referred to Com. on APPR.

Summary: Existing law designates the State Water Resources Control Board as the agency responsible for administering specific programs related to drinking water, including, among others, the California Safe Drinking Water Act and the Emerging Contaminants for Small or Disadvantaged Communities Funding Program. This bill would create the PFAS Mitigation Fund in the State Treasury and would authorize certain moneys in the fund to be expended by the state board, upon appropriation by the Legislature, for specified purposes. The bill would authorize the state board to seek out and deposit nonstate, federal, and private funds, require those funds to be deposited into the PFAS Mitigation Fund, and continuously appropriate the nonstate, federal, and private funds in the fund to the state board for specified purposes, thereby making an appropriation. The bill would authorize the state board to establish accounts within the PFAS Mitigation Fund. The bill would authorize the state board to expend moneys from the fund in the form of a grant, loan, or contract, or to provide assistance services to water suppliers and sewer system providers, as those terms are defined, for multiple purposes, including, among other things, to cover or reduce the costs for water suppliers associated with treating drinking water to meet the applicable state and federal maximum perfluoroalkyl and polyfluoroalkyl substances (PFAS) contaminant levels. The bill would require a water supplier or sewer system provider to include a clear and definite purpose for how the funds will be used to provide public benefits to their community related to safe drinking water, recycled water, or treated wastewater in order to be eligible to receive funds. The bill would require the state board, on or before July 1, 2027, to adopt guidelines to implement these provisions, as provided.

ACWA Position
Sponsor/Support

SB 599

(Caballero D) Atmospheric rivers: research: forecasting methods: experimental tools.

Current Text: Amended: 3/24/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 3/24/2025

Status: 4/4/2025-Set for hearing April 22.

Summary: Current law establishes the Atmospheric Rivers Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-Informed Reservoir Operations and Hazard Resiliency (AR/FIRO) Program in the Department of Water Resources. Existing law requires the department to operate reservoirs in a manner that improves flood protection, and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers. Existing law requires the department to research, develop, and implement new observations, prediction models, novel forecasting methods, and tailored decision support systems to improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions. This bill would, for novel forecasting methods researched, developed, and implemented by the department, require the department to include the use of experimental tools that produce seasonal and subseasonal atmospheric river forecasts, as defined.

ACWA Position

Favor

SB 601

(Allen D) Water: waste discharge.

Current Text: Amended: 4/8/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 4/8/2025

Status: 4/8/2025-Read second time and amended. Re-referred to Com. on JUD.

Summary: Under existing law, the State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the Porter-Cologne Water Quality Control Act (act) and the National Pollutant Discharge Elimination System (NPDES) permit program. Existing law requires, when applying to a city or a county for an initial business license, equivalent instrument, or permit, or renewal thereof, a person who conducts a business operation that is a regulated industry, as defined, to demonstrate enrollment with the NPDES permit program by providing specified information, under penalty of perjury, on the application. Existing law includes in this specified information, among other things, the Standard Industrial Classification Codes for the business, and a Waste Discharger Identification number (WDID), as specified. This bill would revise the above-described requirement to demonstrate enrollment with NPDES to instead require demonstrating enrollment with NPDES or the Waste Discharge Requirements (WDR) permit programs by providing the specified information. The bill would require, when applying to a city or a county for a building or construction permit, a person who conducts a business operation that is a regulated industry and seeks permission for construction activities over one acre to demonstrate enrollment with the NPDES or WDR permit programs by providing specified information under penalty of perjury on the initial building or construction permit application, or renewal thereof. By expanding the crime of perjury, the bill would impose a state-mandated local program. The bill would include in this specified information, among other things, the total planned disturbed acreage and WDID or WDID application

number issued for the construction or land disturbance activity by the State Water Resources Control Board. By increasing the duties of local officials to administer licenses and permits, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position

Oppose

SB 682

(Allen D) Environmental health: product safety: perfluoroalkyl and polyfluoroalkyl substances.

Current Text: Amended: 4/8/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 4/8/2025

Status: 4/8/2025-Read second time and amended. Re-referred to Com. on HEALTH. Set for hearing April 30.

Summary: Existing law requires the Department of Toxic Substances Control, on or before January 1, 2029, to adopt regulations to enforce specified covered perfluoroalkyl and polyfluoroalkyl substances (PFAS) restrictions, which include prohibitions on the distribution, sale, or offering for sale of certain products that contain specified levels of PFAS. Existing law requires the department, on and after July 1, 2030, to enforce and ensure compliance with those provisions and regulations, as provided. Existing law requires manufacturers of these products, on or before July 1, 2029, to register with the department, to pay a registration fee to the department, and to provide a statement of compliance certifying compliance with the applicable prohibitions on the use of PFAS to the department, as specified. Existing law authorizes the department to test products and to rely on third-party testing to determine compliance with prohibitions on the use of PFAS, as specified. Existing law requires the department to issue a notice of violation for a product in violation of the prohibitions on the use of PFAS, as provided. Existing law authorizes the department to assess an administrative penalty for a violation of these prohibitions and authorizes the department to seek an injunction to restrain a person or entity from violating these prohibitions, as specified. This bill would, on and after January 1, 2027, prohibit a person from distributing, selling, or offering for sale a covered product that contain intentionally added PFAS, as defined, except for previously used products and as otherwise preempted by federal law. The bill would define “covered product” to include cleaning products, cookware, dental floss, juvenile products, food packaging, and ski wax, as specified. This bill contains other related provisions and other existing laws.

ACWA Position

Favor

SB 697

(Laird D) Determination of water rights: stream system.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 4/3/2025-Set for hearing April 22.

Summary: Existing law authorizes the State Water Resources Control Board to hold proceedings to determine all rights to water of a stream system whether based upon appropriation, riparian right, or other basis of right. Existing law provides various requirements for the board when determining adjudication of water rights, including, among other things, performing a detailed field investigation of a stream system, as defined, issuing an order of determination, providing notice and a hearing process, and filing a final order. This bill would revise the above-described provisions regarding the board's statutory adjudication of water rights during an investigation of a stream system to, among other things, require representatives of the board to investigate in detail the use of water with the authority, but no requirement, to conduct a field investigation, authorize the board to issue information orders that require claimants to submit monthly reports of water use from the stream system through a form provided by the board, and require claimants to respond to that order within 45 days of the date of issuance by the board.

ACWA Position

Watch

SB 724

([Richardson](#) D) Public water systems: public housing: lead testing.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

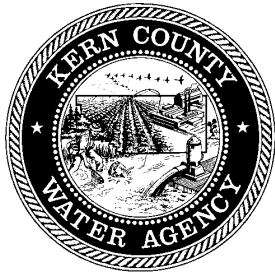
Status: 4/2/2025-Set for hearing April 30.

Summary: Existing law prohibits a person from using any pipe, pipe or plumbing fitting or fixture, solder, or flux that is not lead free in the installation or repair of any public water system or any plumbing in a facility providing water for human consumption, except when necessary for the repair of leaded joints of cast iron pipes. Existing law requires a community water system to compile an inventory of known lead user service lines in use in its distribution system and identify areas that may have lead user service lines in use in its distribution system, as provided. Existing law authorizes the State Water Resources Control Board to apply these requirements to, and enforce them against, public water systems and community water systems, as specified. This bill would require a public water system, including community water systems and noncommunity water systems, that provides service to residents of public housing owned or managed by a city, county, city and county, or city, county, or city and county housing authority, to provide information to those residents regarding any applicable existing program that offers free testing of the water for lead.

ACWA Position

Watch/Amend

Water Resources Committee



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 1

FROM: Lauren Bauer

DATE: April 24, 2025

SUBJECT: Report of the Water Resources Manager

Issue:

Report on the Kern Fan banking projects bank accounts.

Recommended Motion:

None – information only.

Discussion:

The Kern County Water Agency's estimated summary of the Kern Fan banking projects bank and overdraft corrections accounts are provided as Attachments 1 and 2.

**Kern County Water Agency
Estimated Summary of Overdraft Correction Accounts
As of March 31, 2025**

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2024	Estimated Balance as of March 31, 2025				
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank ^[1] Total
Buena Vista WSD	72,219	60,864	0	60,864	0	11,355
Henry Miller WD	90,206	63,106	375	63,481	2,584	24,141
Kern County Water Agency	55,030	35,356	7,121	42,477	0	12,553
Kern Delta WD	99,581	72,117	409	72,526	2,026	25,029
Rosedale-Rio Bravo WSD	242,463	184,774	5,120	189,894	3,220	49,349
Total	559,499	416,217	13,025	429,242	7,830	122,427

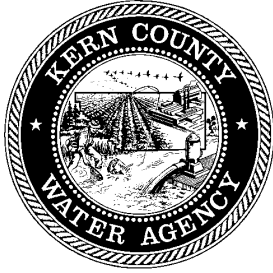
^[1] Does not include purchase of 2011 4% reserve water.

**Kern County Water Agency
Estimated Summary of Groundwater Bank Accounts
As of March 31, 2025**

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2024	Estimated Balance as of March 31, 2025					
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank	Total
Belridge WSD	84,048	77,771	4,637	82,408	3,481	0	85,889
Berrenda Mesa WD	97,700	64,115	2,284	66,399	32,864	0	99,263
Buena Vista WSD	43,626	42,328	1,939	44,267	0	12	44,279
Cawelo WD	0	0	0	0	0	0	0
Dudley Ridge WD	61,316	0	0	0	0	66,027	66,027
Henry Miller WD	18,181	18,181	0	18,181	0	0	18,181
Improvement District No. 4	239,129	45,895	5,032	50,927	0	188,202	239,129
Kern County Water Agency	186,230	104,073	60,700	164,773	3,499	17,958	186,230
Kern Delta WD	20,559	20,559	0	20,559	0	0	20,559
Lost Hills WD	89,790	65,064	22,199	87,263	3,394	0	90,657
Rosedale-Rio Bravo WSD	39,561	39,561	0	39,561	0	0	39,561
Semitropic WSD	254,553	29,040	42	29,082	0	232,135	261,217
Tehachapi-Cummings CWD	5,820	0	0	0	0	5,820	5,820
Tejon-Castac WD	63,902	2,530	1,289	3,819	0	60,083	63,902
Westside Mutual Water Co.	500,784	0	0	0	0	500,784	500,784
Wheeler Ridge-Maricopa WSD	267,366	26,620	6,522	33,142	5,743	230,385	269,270
Total	1,972,565	535,737	104,644	640,381	48,981	1,301,406	1,990,768



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 2

FROM: Lauren Bauer

DATE: April 24, 2025

SUBJECT: Report on the State Water Contractors Board Meeting

Issue:

Report on April 17, 2025 regular meeting of the State Water Contractors Board of Directors.

Recommended Motion:

None – information only.

Discussion:

The agenda and action items for April 17, 2025 regular meeting of the State Water Contractors Board of Directors are provided as Attachment 1.

Agenda Item 1

**STATE WATER CONTRACTORS
BOARD OF DIRECTORS MEETING
APRIL 17, 2025
9:00 a.m.**

In-Person Attendance:

Delta Conveyance Design and Construction Authority Board Room
980 9th Street, 1st Floor

Join Zoom Meeting

<https://zoom.us/j/97794625292?pwd=OVZCZHA0NIM2RUNBd3F4UGkwUE9nUT09>

Meeting ID: 977 9462 5292

Passcode: 617495

Via Teleconference: +1 669 444 9171

Meeting ID: 977 9462 5292

Passcode: 617495

One Tap Mobile: +16694449171,,97794625292#,,,,*617495#

AGENDA

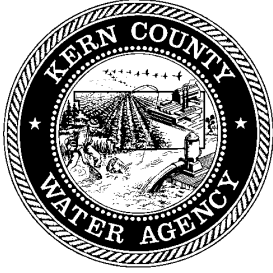
- | | |
|--|--------------|
| 1) REVISIONS TO AGENDA | 9:00 |
| 2) CONSENT CALENDAR | 9:00 |
| 3) APPOINTMENTS FOR NOMINATING COMMITTEE: President Hidas | 9:05 |
| 4) WATER SUPPLY OBJECTIVES UPDATE: Chandra Chilmakuri
(supplemental package) | 9:10 |
| 5) SWP OPERATIONS REPORT: | 9:40 |
| a. Water Operations - Tracy Hinojosa (supplemental package) | |
| b. Water Quality - Tanya Veldhuizen (supplemental package) | |
| c. Power – the written report is included in the supplemental package | |
| 6) BOARD ACTION: Darcy Austin | 10:10 |
| 7) GENERAL MANAGER’S REPORT: Chandra Chilmakuri | 10:25 |
| 8) COMMITTEE REPORT: | 10:40 |
| a. Audit Finance - the written report is included in the Board package | |
| 9) SCIENCE REPORT: the written report is in the Board package | 10:50 |

Next Board Meeting: **Wednesday, May 21, 2025**
Delta Conveyance Design and Construction Authority or via Zoom

**STATE WATER CONTRACTORS
BOARD OF DIRECTORS
BOARD ACTIONS
APRIL 17, 2025**

The following actions were taken at the State Water Contractors Board of Directors April 17, 2025, meeting upon motions duly made, seconded, and unanimously passed.

1. Approved the Consent Calendar, including the draft Board Minutes for the March 20, 2025, meeting; the March 31, 2025, Financial Report; the Consultant Reports and the Water Transfers Summary for March 2025.
2. Authorized the State Water Contractors to approve a resolution pre-authorizing the SWC to enter into an agreement with Reclamation under their Notice of Funding Opportunity for Central Valley Project Fish Information Needs.



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 3

FROM: Lauren Bauer

DATE: April 24, 2025

SUBJECT: Report on 2025 State Water Project and Central Valley Project Allocations and Operations

Issue:

Report on 2025 State Water Project and Central Valley Project allocations and operations.

Recommended Motion:

None – information only.

Discussion:

State Water Project Operations

On March 25, 2025, the California Department of Water Resources (DWR) notified State Water Project (SWP) contractors that it was approving an allocation increase to 40 percent of contracted 2025 SWP Table A water supplies. DWR will continue to evaluate 2025 hydrologic conditions and operational capabilities and adjust the approved 2025 allocation accordingly.

As of April 18, 2025, the Northern Sierra Precipitation Eight-Station Index had received 53.6 inches of precipitation, or 114 percent of average-to-date. (See Attachments 1 and 2.) As of April 17, 2025, the Northern Sierra Snow Water content was 98 percent of average-to-date. (See Attachment 3.) The near-term forecast predicts no precipitation over the next ten days for the Feather River Basin. (See Attachments 4 and 5.) The long-term forecast predicts increased chances of above normal temperatures and increased chances of below normal precipitation for May 2025 through July 2025. (See Attachment 6.)

Through April 17, 2025, Lake Oroville storage increased to 3,131,855 acre-feet (af). (See Attachment 7.) As of April 17, 2025, the SWP share of San Luis Reservoir (San Luis) storage decreased to 944,657 af. (See Attachment 8.) Combined SWP and Central Valley Project (CVP) exports had been averaging about 3,000 af per day.

Central Valley Project Operations

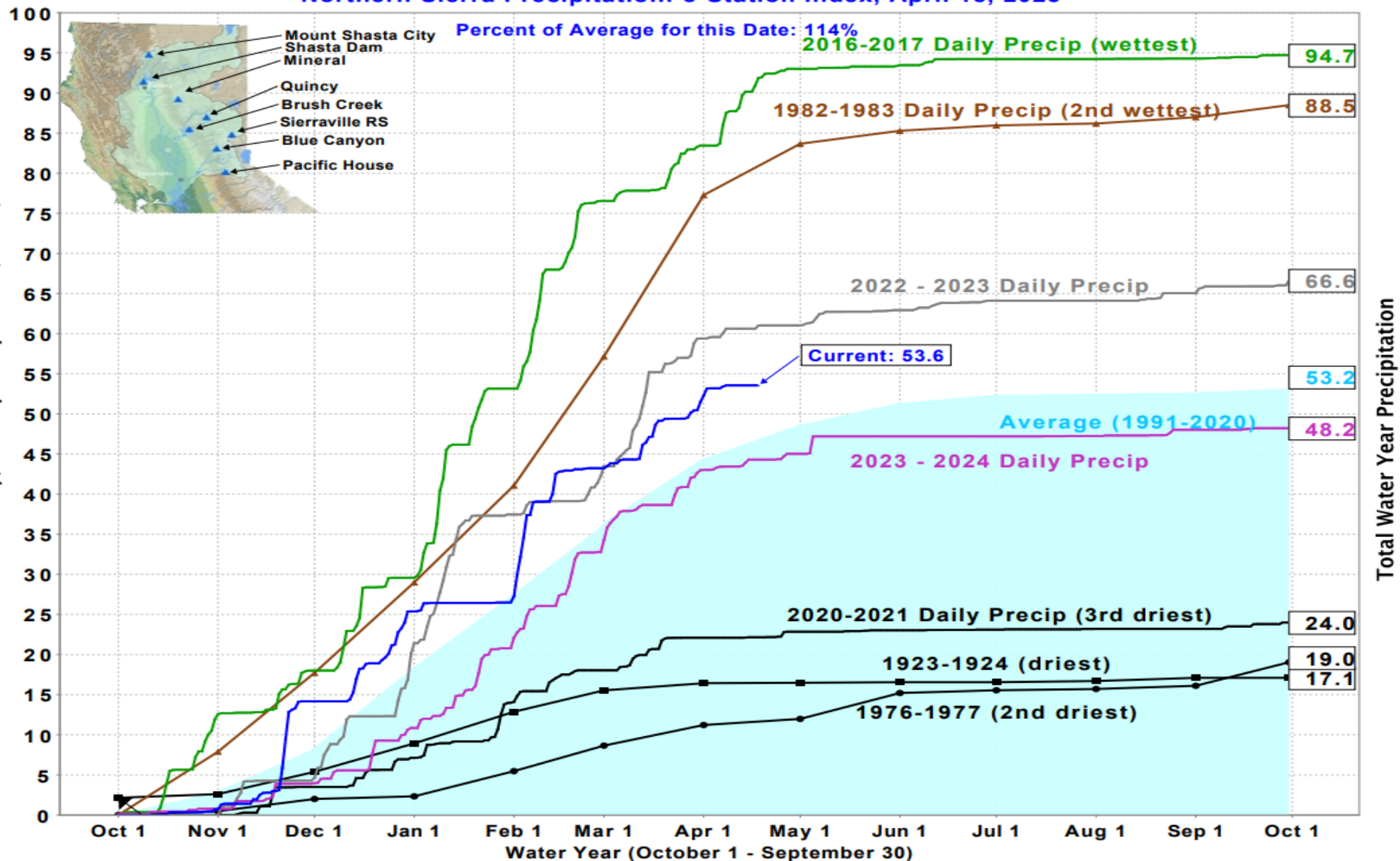
As of April 17, 2025, the CVP share of San Luis storage had increased to 853,504 af. On March 27, 2025, the United States Bureau of Reclamation announced an increase in the allocation for CVP Contractors. South of Delta Ag Contractors allocation increased to 40 percent of their contracted supply. The Friant Division allocation increased to 100 percent of Class 1 supplies.



Northern Sierra Precipitation Eight-Station Index: April 18, 2025

Attachment 1

Northern Sierra Precipitation: 8-Station Index, April 18, 2025





Northern Sierra Precipitation Eight-Station Index: April 18, 2025

Attachment 2

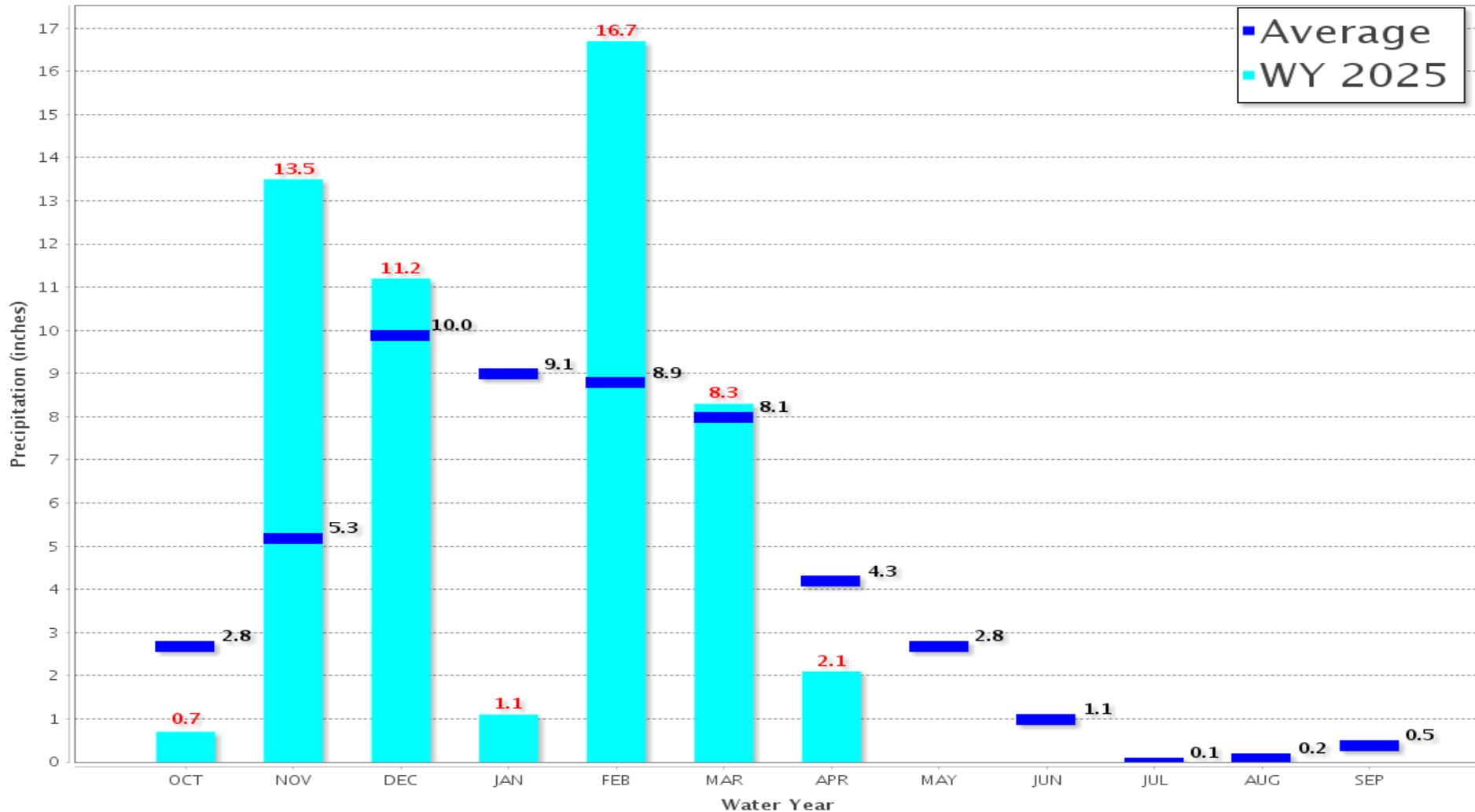


Northern Sierra 8-Station

Precipitation Index for Water Year 2025 – Updated on April 18, 2025 02:48 PM

Note: Monthly totals may not add up to seasonal total because of rounding

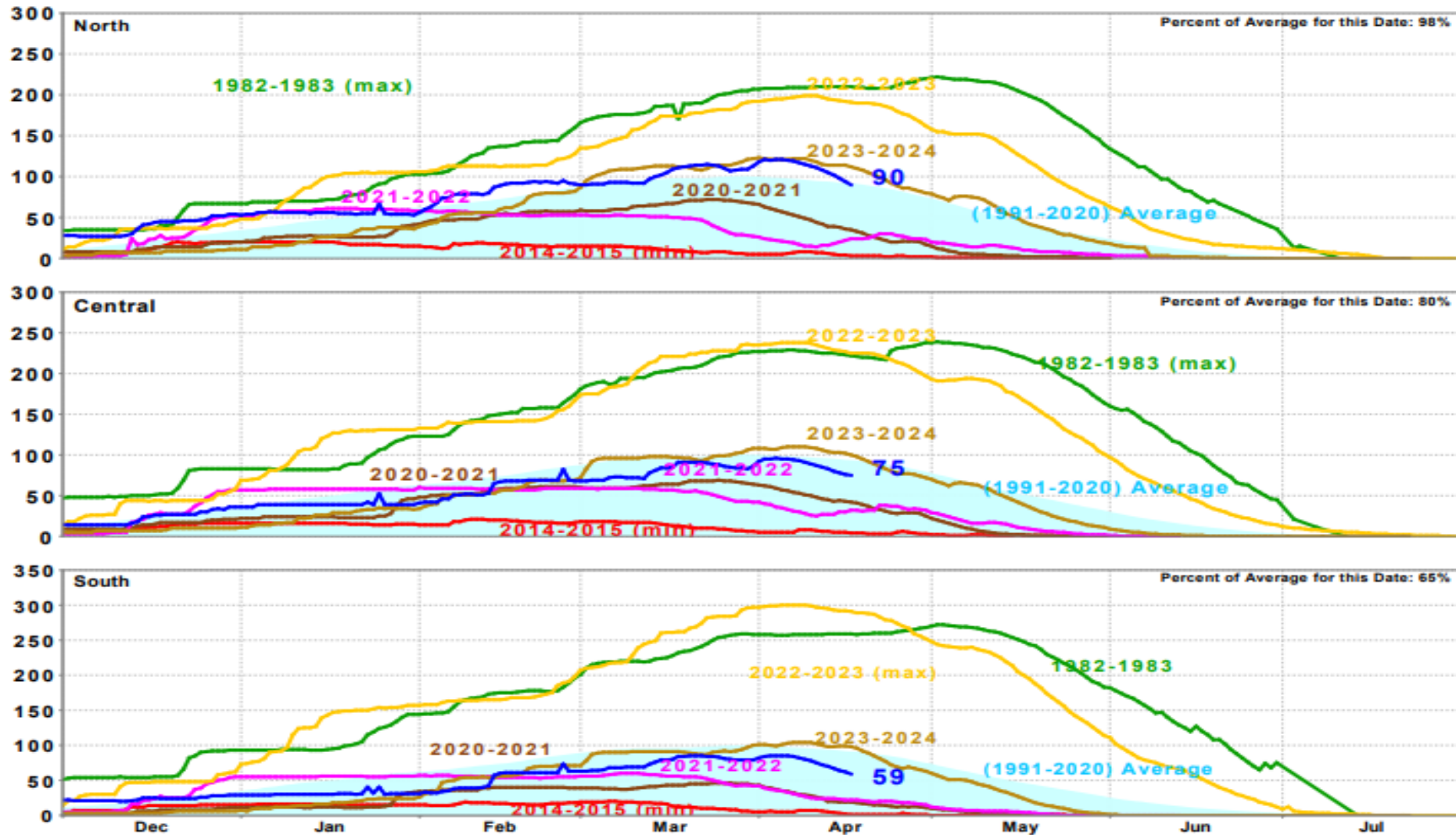
Water Year Monthly totals are calculated based on Daily precipitation data from 12am to 12am PST





California Snow Water Content: April 17, 2025

California Snow Water Content, April 17, 2025, Percent of April 1 Average



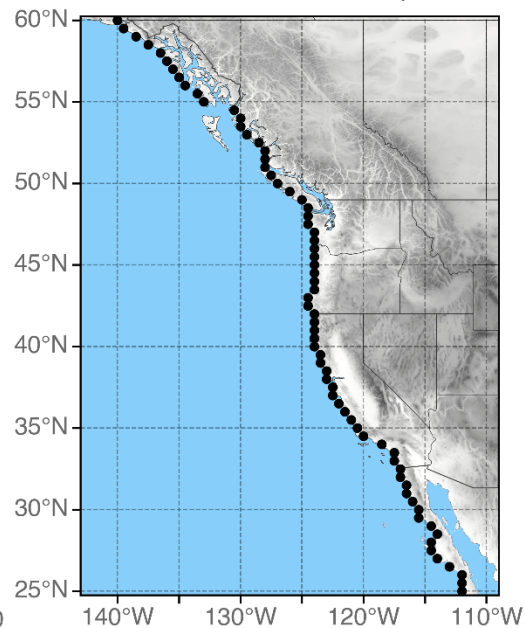
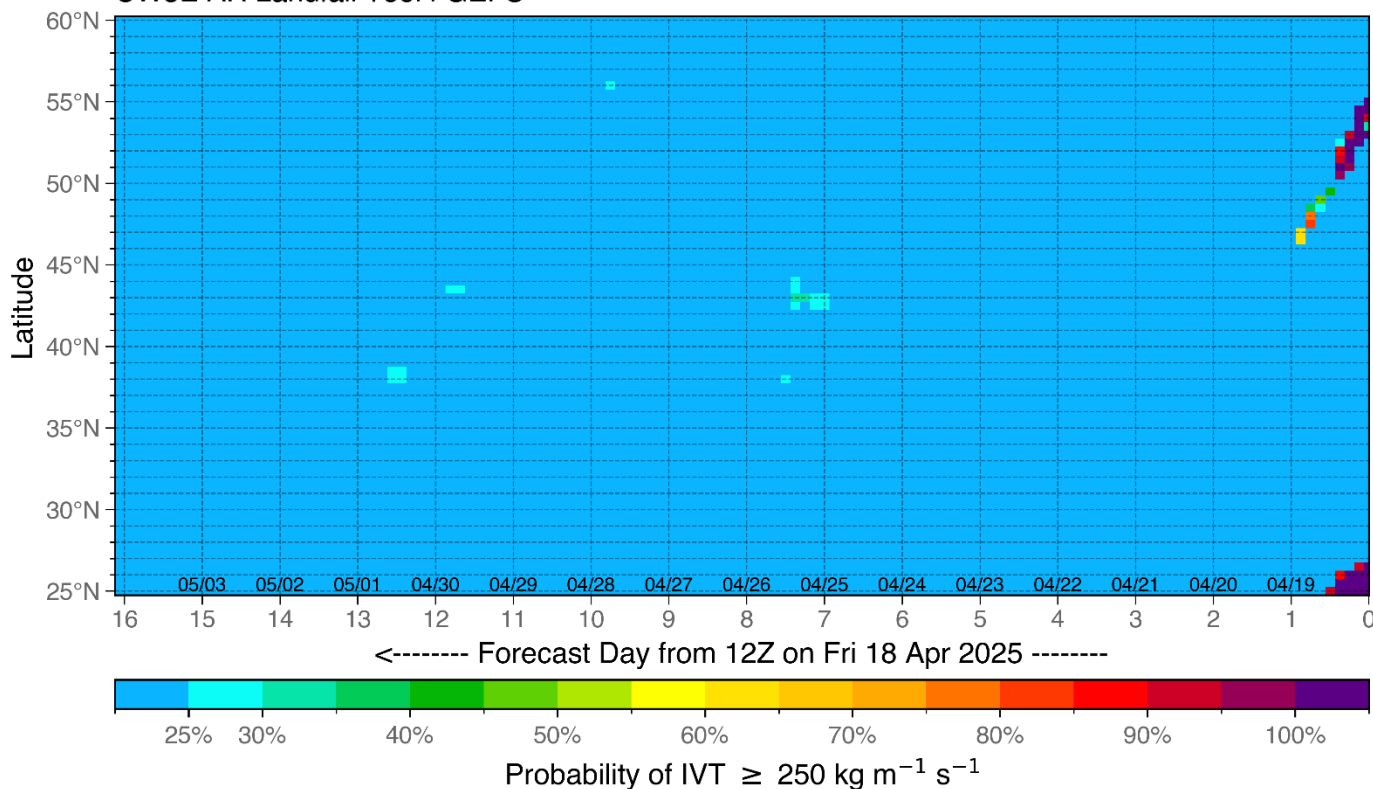


Atmospheric River Forecast

Attachment 5

CW3E AR Landfall Tool | GEFS

Model Run: 12Z Fri 18 Apr 2025



Center for Western Weather
and Water Extremes

Forecasts support FIRO/CA-AR Program and NSF #2052972 | Intended for research purposes only



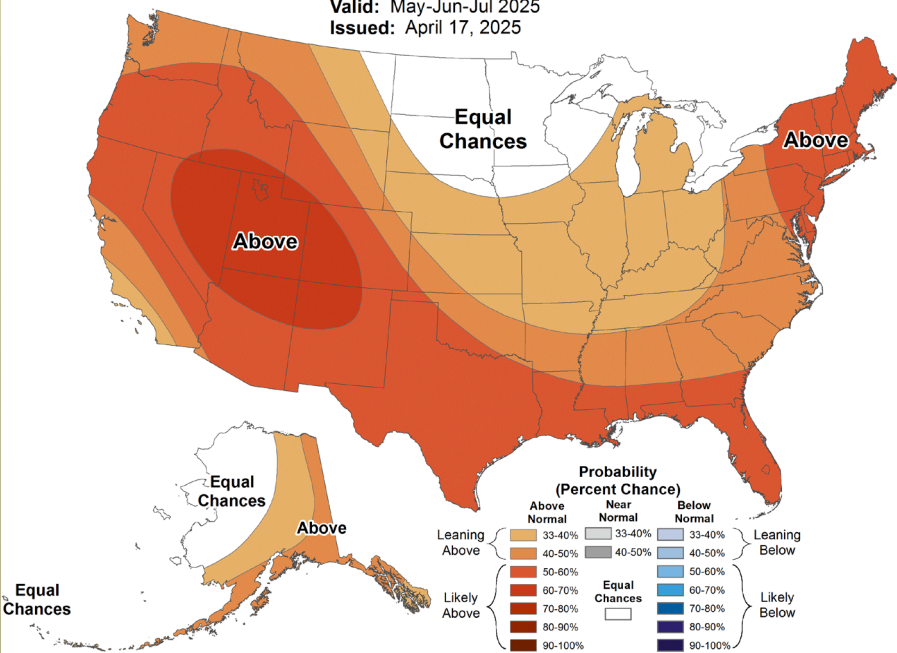
Long-term Forecast

Attachment 6



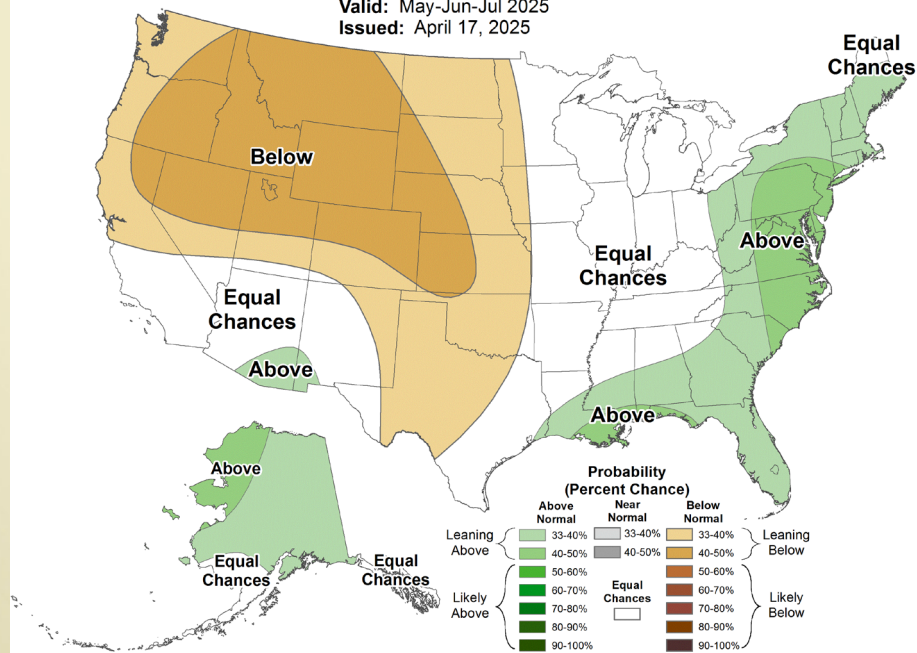
Seasonal Temperature Outlook

Valid: May-Jun-Jul 2025
Issued: April 17, 2025



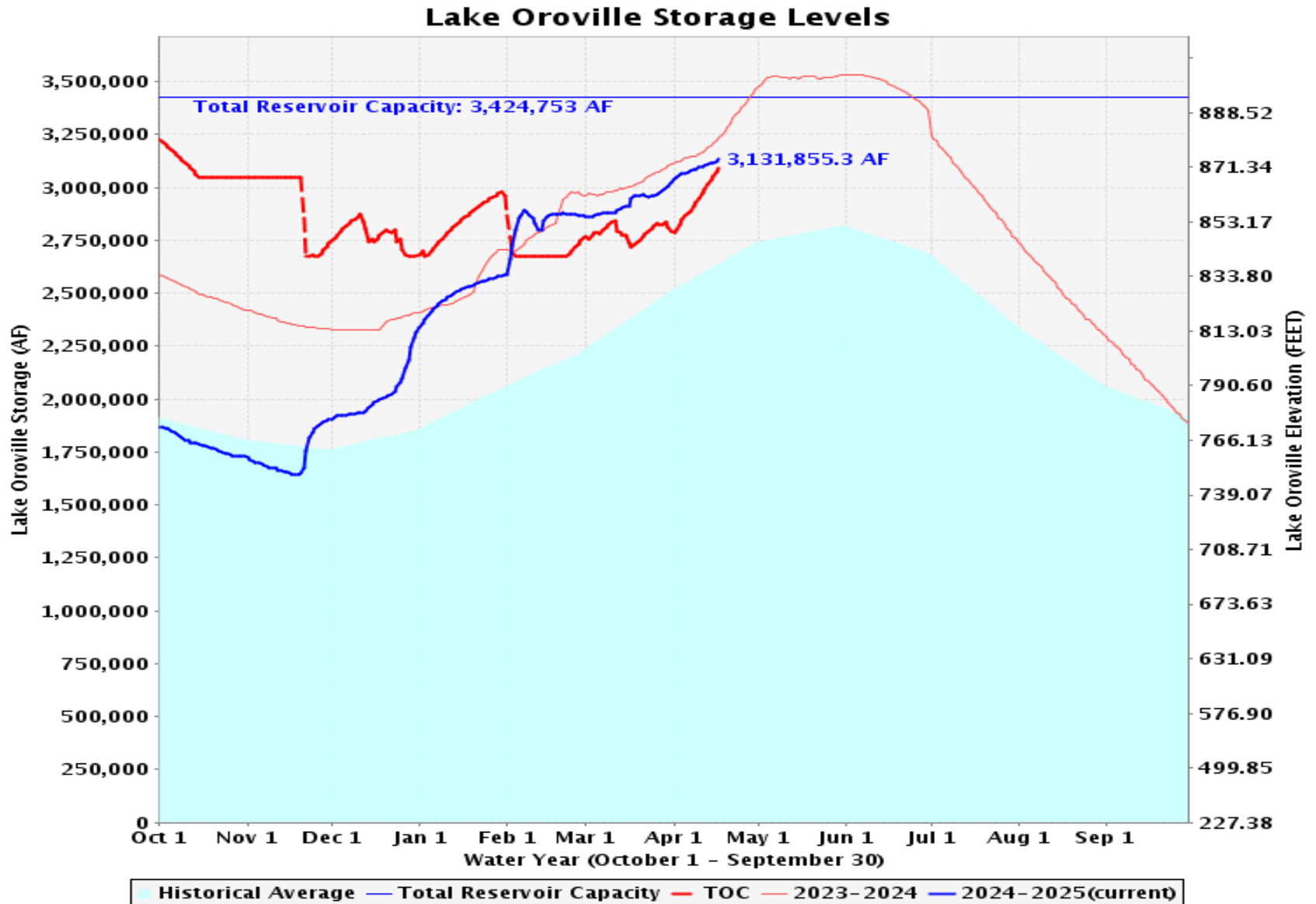
Seasonal Precipitation Outlook

Valid: May-Jun-Jul 2025
Issued: April 17, 2025





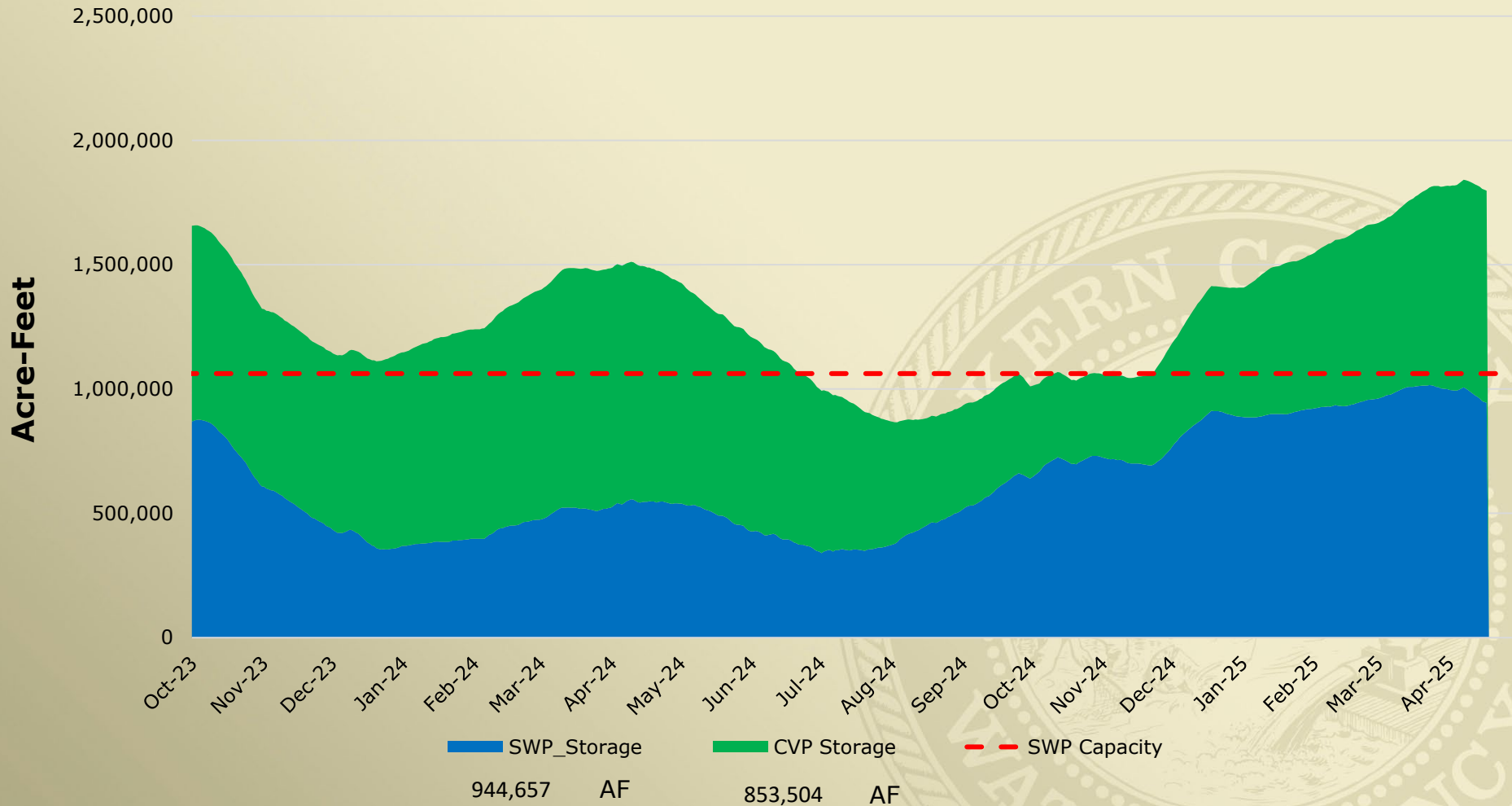
Lake Oroville Storage: April 17, 2025

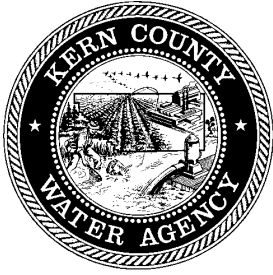




San Luis Reservoir Storage: April 17, 2025

San Luis Storage





MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4a

FROM: Veronica Arreola

DATE: April 24, 2025

SUBJECT: Report on Kern County Water Agency California Aqueduct Deliveries

Issue:

Report on Kern County Water Agency California Aqueduct Deliveries.

Recommended Motion:

None – information only.

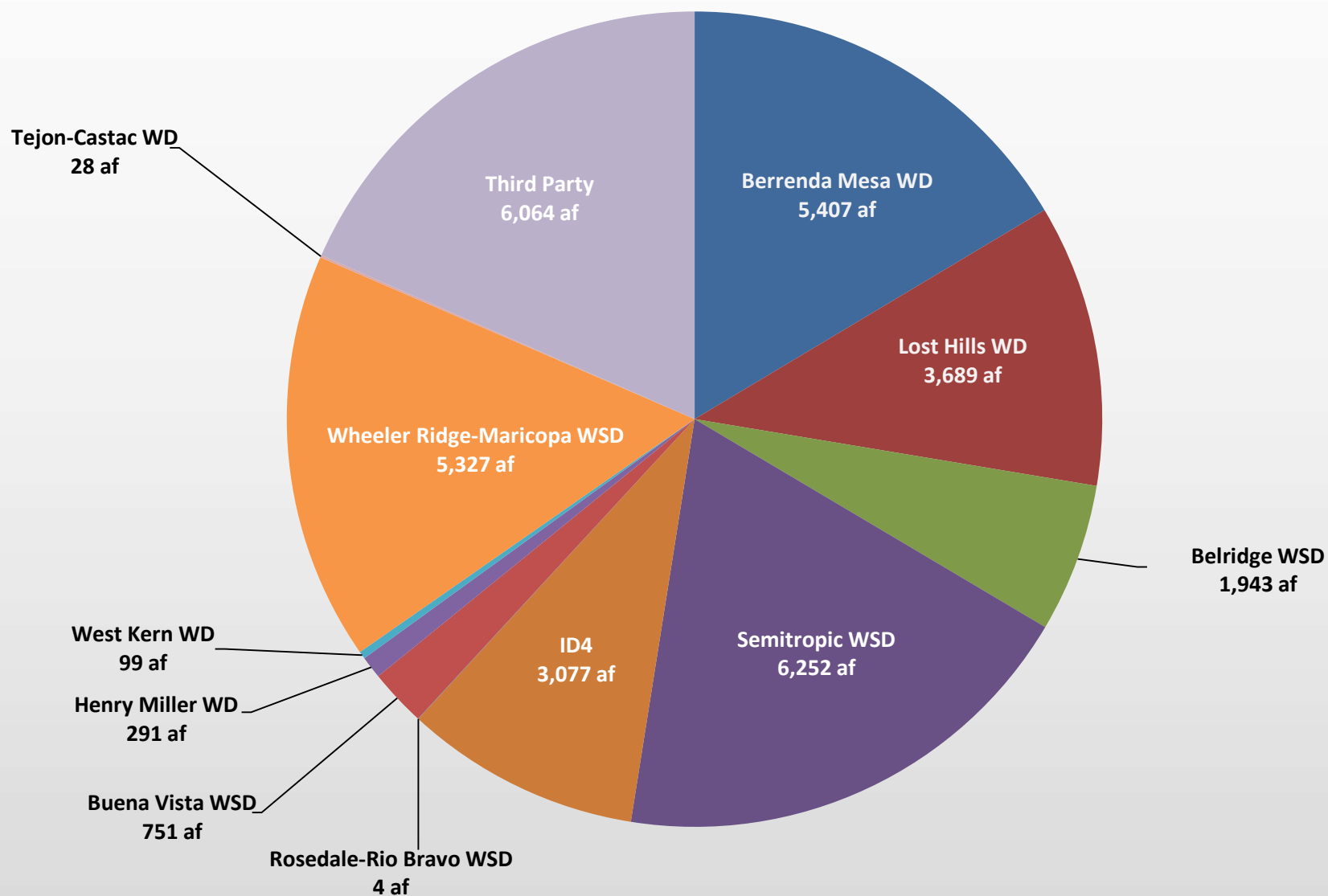
Discussion:

In March 2025, the Kern County Water Agency (Agency) delivered an estimated 32,932 acre-feet (af) via the California Aqueduct (Aqueduct). A summary of March 2025 estimated deliveries by entity is provided as Attachment 1. Through March 2025, the Agency has delivered an estimated 99,892 af via the Aqueduct. A summary of estimated cumulative deliveries by entity is provided as Attachment 2, and a summary of estimated cumulative deliveries by water type is provided as Attachment 3. The values presented are estimates as Agency staff continue the ongoing delivery reconciliation process.

California Aqueduct Deliveries by Entity

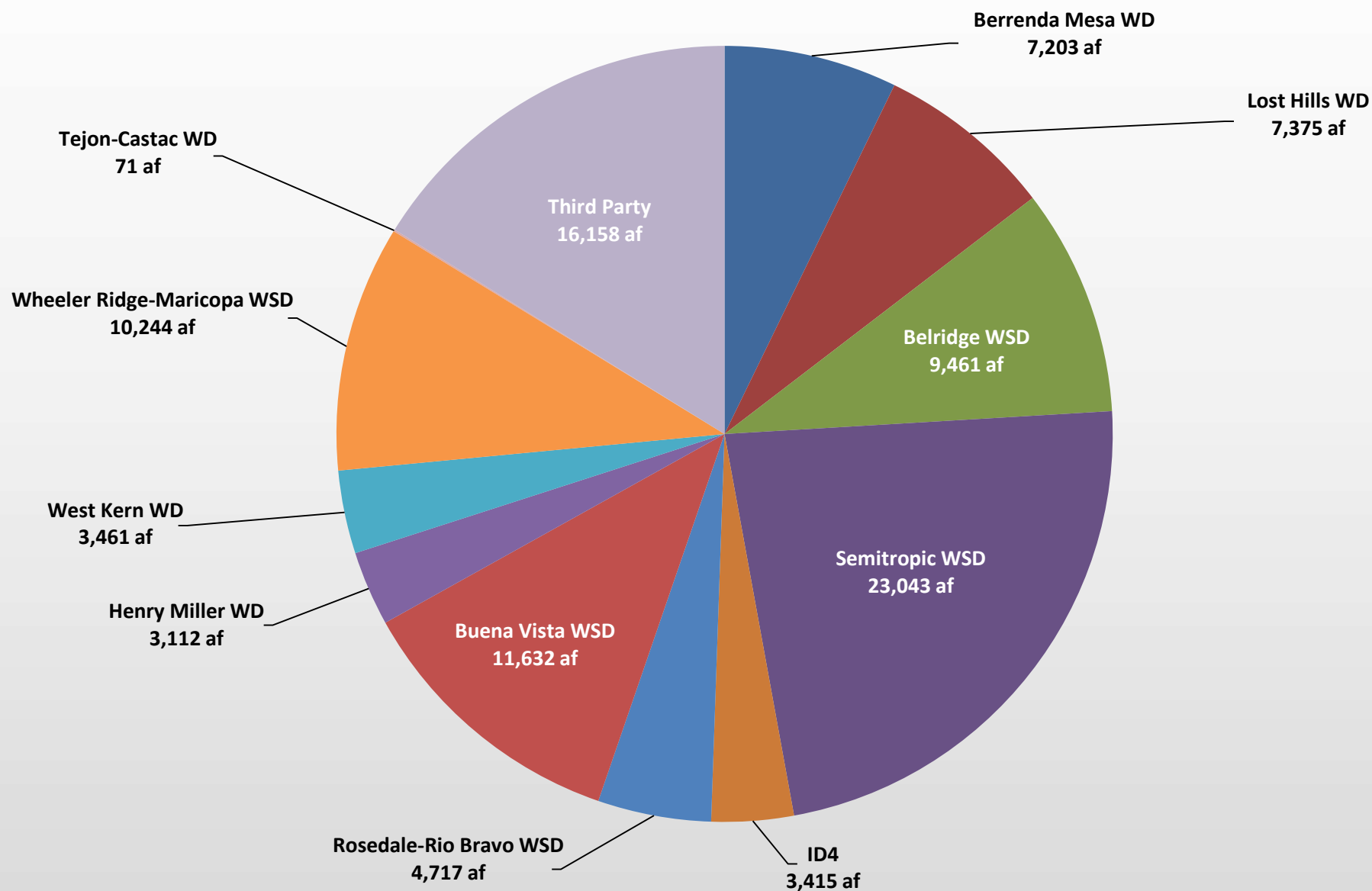
March 2025

Total Deliveries 32,932 af



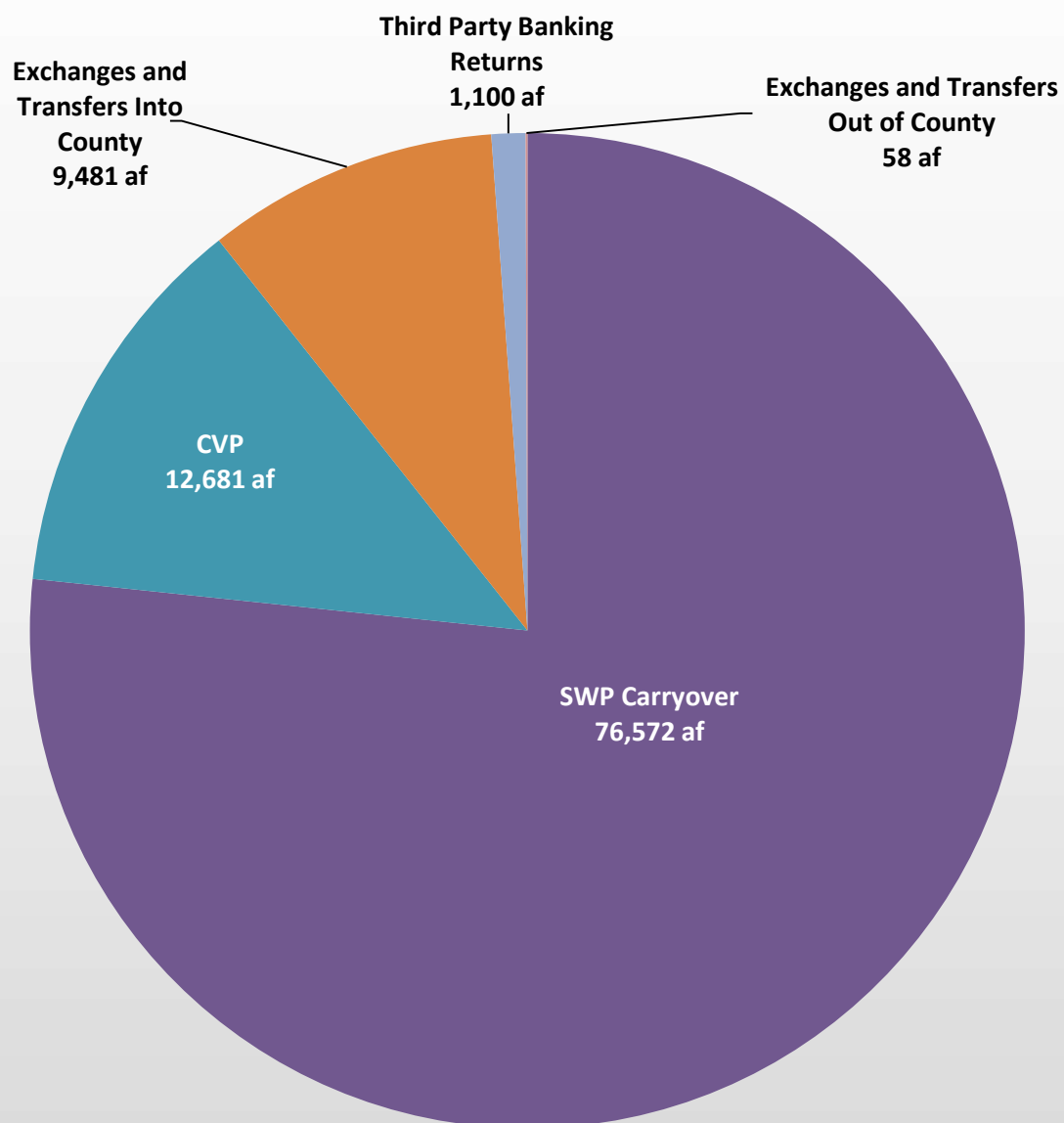
California Aqueduct Deliveries by Entity Through March 2025

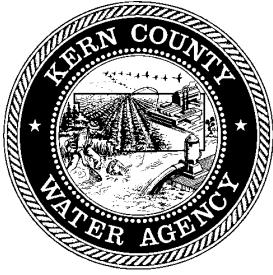
Total Estimated Deliveries 99,892 af



California Aqueduct Deliveries by Water Type Through March 2025

Total Estimated Deliveries 99,892 af





MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4b

FROM: Courtney Pasquini

DATE: April 24, 2025

SUBJECT: Update on Water Transfers, Exchanges and Purchases

Issue:

Update on water transfers, exchanges and purchases approved by the Water Resources Manager since the last Kern County Water Agency Board of Directors meeting.

Recommended Motion:

None – information only.

Discussion:

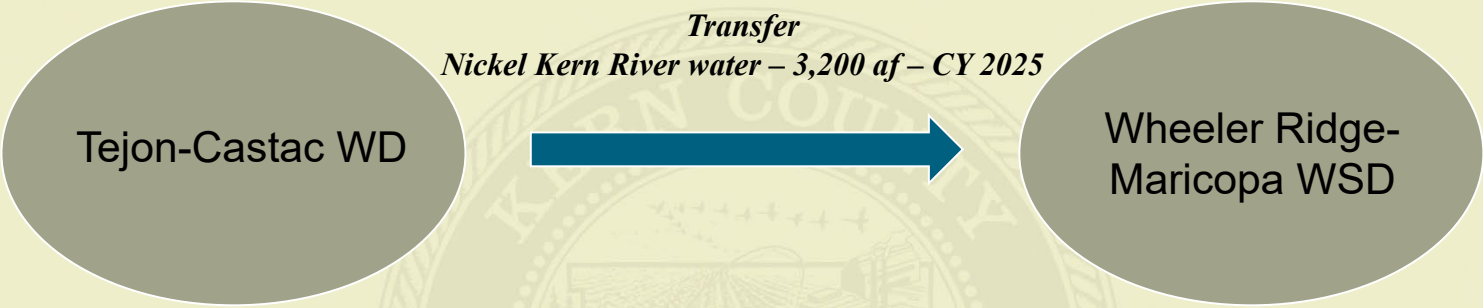
On December 18, 2024, the Kern County Water Agency (Agency) Board of Directors (Board) authorized the Water Resources Manager to approve and enter into contracts providing for the transfer, exchange and purchase of State Water Project (SWP) water, Central Valley Project (CVP) water and other water through December 31, 2025, on behalf of Member Units and the Agency, and to expend up to \$300,000 from the Supplemental Water Fund to fund such purchases.

Summarized below, and in Attachment 1, are those activities that have been approved by the Water Resources Manager in 2025 pursuant to the Board authorization described above since the last Agency Board meeting or previously approved as a long-term program. Attachment 2 provides a summary of those activities in 2025 that have been approved by the Water Resources Manager or the Board, any pending requests and any previously approved requests since the last Agency Board meeting.

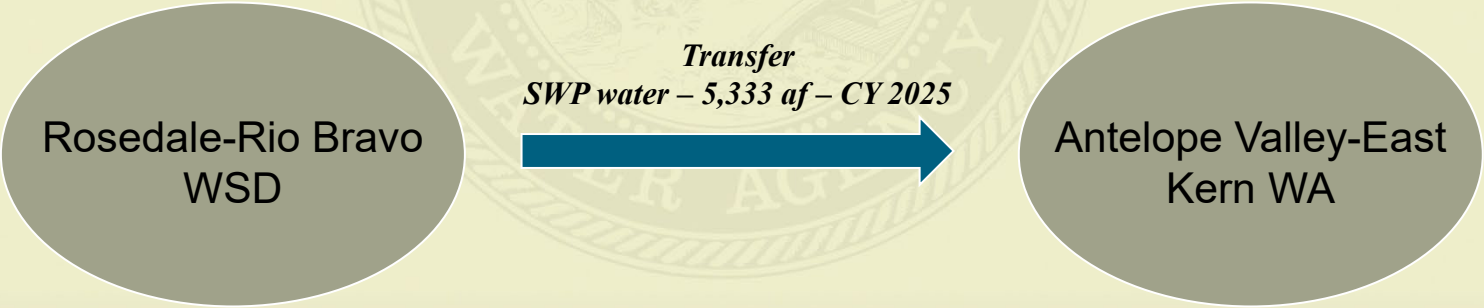
- **Tejon-Castac Water District/Wheeler Ridge-Maricopa Water Storage District – Transfer (3,200 acre-feet):**
Tejon-Castac Water District requested approval to transfer up to 3,200 acre-feet (af) of its 2025 Nickel Kern River water to Wheeler Ridge-Maricopa Water Storage District (WSD).
- **Rosedale-Rio Bravo WSD/Antelope Valley-East Kern Water Agency – Transfer (5,333 af):**
Rosedale-Rio Bravo WSD requested approval to transfer up to 5,333 af of its 2025 SWP Table 1 water to Antelope Valley-East Kern Water Agency as payback for a previous 3:1 exchange.

Update on Water Transfers, Exchanges and Purchases

Tejon-Castac WD/Wheeler Ridge-Maricopa WSD – Transfer (3,200 af)



Rosedale-Rio Bravo WSD/Antelope Valley-East Kern WA – Transfer (5,333 af)



2025 Water Management Program

Summary of Routine Water Transfers, Exchanges and Purchases Pursuant to the December 18, 2024 KCWA Board Authorization

<i>TRF #</i>	<i>Parties</i>	<i>Description</i>	<i>Quantity (AF)</i>	<i>Date of Request</i>	<i>Date Approved</i>
25014	Rosedale-Rio Bravo Water Storage District to Santa Clarita Valley Water Agency	Transfer of Kern River water	8,250	1/23/25	02/05/25
25015	Belridge Water Storage District and Lost Hills Water District to Kern-Tulare Water District	Exchange of SWP Table 1 for CVP water	2,500	1/28/25	02/27/25
25020	Kern Delta Water District to Buena Vista Water Storage District	Exchange of SWP Table 1 water for Kern River water	25,500	1/31/25	02/27/25
25026	Improvement District No.4 to Kern-Tulare Water District	Exchange of CVP water for SWP Table 1 water	3,000	2/18/25	02/25/25
25028	County of Butte to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of SWP Table A water	16,000	2/28/25	03/27/25
25029	Buena Vista Water Storage District to Santa Clarita Valley Water Agency	Transfer of Kern River water	2,750	3/6/25	03/27/25
25031	Tejon-Castac Water District to Wheeler Ridge-Maricopa Water Storage District	Transfer of 2025 Nickel Kern River water	3,200	3/31/25	04/16/25

Summary of Non-Routine Water Transfers, Exchanges and Purchases Approved Pursuant to KCWA Board Authorization

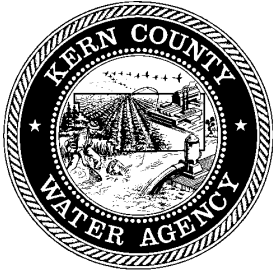
<i>TRF #</i>	<i>Parties</i>	<i>Description</i>	<i>(AF)</i>	<i>Request</i>	<i>Approved</i>
25009	San Joaquin River Exchange Contractors to Rosedale-Rio Bravo Water Storage District	Transfer of CVP water for banking and future return	20,000	1/9/24	01/23/25
25010	Berrenda Mesa Water District to Henry Miller Water District	Transfer of 2024 SWP Table 1 water	2,000	1/9/25	01/23/25
25012	Belridge Water Storage District to Henry Miller Water District	Transfer of 2024 SWP Table 1 water	1,750	1/9/25	01/23/25
25011	Westlands Water District to Belridge Water Storage District (Westside Mutual Water Company)	Transfer of CVP water	10,000	1/9/24	02/18/25
25016	Semitropic Water Storage District to Kern-Tulare Water District	Return of previously banked CVP water	5,000	1/29/25	02/27/25
25022	Berrenda Mesa Water District to Semitropic Water Storage District (Homer)	Transfer of 2024 Table 1 water	2,500	2/6/25	02/27/25
25007	Antelope Valley-East Kern Water Agency to San Geronio Pass Water Agency	Transfer of Nickel Kern River water	1,700	1/6/24	03/27/25
25023	Plumas County Flood Control & Conservation District to Rosedale-Rio Bravo Water Storage District	Transfer of 2024 Table A water	2,025	2/7/25	03/27/25

Summary of Pending Water Transfers, Exchanges and Purchases

<i>TRF #</i>	<i>Parties</i>	<i>Description</i>	<i>(AF)</i>	<i>Request</i>	<i>Approved</i>
25005	Tulare Lake Basin Water Storage District to Rosedale-Rio Bravo Water Storage District	Transfer of SWP Table A water for banking	10,000	12/19/24	
25017	Shafter-Wasco Irrigation District to Cawelo Water District	Transfer of CVP water	379	1/30/25	
25018	Tulare Lake Basin Water Storage District to Lost Hills Water District (Sandridge)	Transfer of 2024 Table A water	2,000	1/31/25	
25019	Tulare Lake Basin Water Storage District to Berrenda Mesa Water District (Sandridge)	Transfer of 2024 Table A water	2,000	1/31/25	
25024	Empire West Side Irrigation District to Lost Hills Water District (Sandridge)	Transfer of 2025 Table A water	1,950	2/14/25	
25025	Empire West Side Irrigation District to Berrenda Mesa Water District (Sandridge)	Transfer of 2024 SWP Carryover water	650	2/14/25	
25027	SJR Exchange Contractors to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of CVP water	7,000	2/28/25	
25032	Metropolitan Water District of Southern California to Semitropic Water Storage District	Transfer of previously banked 2024 Table A water	10,000	4/8/25	

Summary of Previously Approved Annual, Long-Term Water Transfer, Exchange and Purchase Programs

<i>TRF #</i>	<i>Parties</i>	<i>Description</i>	<i>Quantity (AF)</i>	<i>Date of Request</i>	<i>Date Approved</i>
25006	Dudley Ridge Water District to Rosedale-Rio Bravo Water Storage District (Irvine Ranch Water District)	Transfer of SWP Table A water	5,500	1/3/25	N/A
25008	Kern-Tulare Water District to West Kern Water District	Transfer of CVP water	3,000	1/8/25	N/A
25021	Newall Land and Farming Company to Semitropic Water Storage District	Transfer of Nickel Kern River water	1,607	2/3/25	N/A
25030	Alameda County Water District to Semitropic Water Storage District	Transfer of 2024-25 SWP Table A water for banking	12,000	3/13/25	N/A
25033	Rosedale-Rio Bravo Water Storage District to Antelope Valley-East Kern Water Agency	Transfer of 2025 SWP Table A water	5,333	4/9/25	N/A



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5

FROM: Chelsea Palmer

DATE: April 24, 2025

SUBJECT: Consideration of Berrenda Mesa Water District Annexation No. 35

Issue:

Consider approval of Berrenda Mesa Water District Annexation No. 35.

Recommended Motion:

Approve the proposed Berrenda Mesa Water District Annexation No. 35, subject to approval of General Counsel as to legal form, as outlined in the April 24, 2025 staff memorandum to the Water Resources Committee, Agenda Item No. 5.

Discussion:

By letter dated June 6, 2024, Berrenda Mesa Water District (Berrenda Mesa) requested Kern County Water Agency (Agency) approval of the Berrenda Mesa Water District Annexation No. 35 (Berrenda Mesa Annexation No. 35). (See Attachment 1.) This request includes seven parcels of land totaling 300.85 acres. The uninhabited parcels include groundwater recharge and recovery facilities known as the Berrenda Mesa Spreading Grounds. On February 19, 2025, the Local Agency Formation Commission of the County of Kern approved Berrenda Mesa Annexation No. 35. (See Attachment 2.)

Article 22 of the water supply contract between Berrenda Mesa and the Agency, dated March 9, 1967, calls for Agency approval of proposed district boundary changes. The purpose of this article is to ensure the district does not expand beyond the service capability of its State Water Project (SWP) water supply contract. The Berrenda Mesa Spreading Grounds is a groundwater banking facility used for the recharge and recovery of surface water supplies. The groundwater banking activities carried out on the property do not consumptively use water; therefore, Berrenda Mesa is not expanding beyond the capability of its SWP water supply contract.

Agency staff have determined these lands are within the Agency's Zones of Benefit No. 17 and No. 19; therefore, no changes to the Agency's Zones of Benefit boundaries or assessments are required. Agency staff have reviewed Berrenda Mesa Annexation No. 35 and recommend its approval.



BERRENDA MESA WATER DISTRICT

5555 California Avenue, Suite 209

Bakersfield, CA 93309

Phone: (661) 633-9022

Email: admin@westsidewa.org

June 6, 2024

DELIVERED VIA ELECTRONIC MAIL

Lauren Bauer
Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
lbauer@kcwa.com

RE: Request for Consent to Annexation the Berrenda Mesa Spreading Grounds into Berrenda Mesa Water District

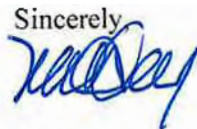
Dear Ms. Bauer:

The purpose of this letter is to formally request the written consent of the Kern County Water Agency for (i) the annexation of certain lands into Berrenda Mesa Water District's (District) boundaries; and (ii) the inclusion of those lands into the District's sphere of influence pursuant to Article 21 of the *Contract between Kern County Water Agency and Berrenda Mesa Water District for a Water Supply*.

Specifically, the District intends to seek (i) the annexation of APNs 534-012-10, 522-010-11, 522-010-12, 522-010-13, 522-010-14, 522-010-15, and 522-010-016 (otherwise referred to as the "Berrenda Mesa Spreading Grounds") into the District's service area; and (ii) an amendment to the District's sphere of influence to similarly incorporate these APNs.

The District is the sole landowner of the subject-APNs. While the District solely owns and manages the subject-APNs, the APNs were never made part of the District's service area. Accordingly, the purpose of the proposed actions is to officially make the subject-APNs part of the District's service area and sphere of influence.

If you have any questions or would like to discuss this matter further, please do not hesitate to contact me at (559) 816-0386 or mgilkey@westsidewa.org.

Sincerely,


Mark Gilkey,
General Manager

**BEFORE THE LOCAL AGENCY FORMATION COMMISSION
COUNTY OF KERN, STATE OF CALIFORNIA**

In the Matter of:

Resolution No. 25-04

**RESOLUTION OF APPLICATION FOR
THE APPROVAL OF BERRENDA
MESA WATER DISTRICT
ANNEXATION NO. 35**

Proceeding No. 1842

Minute Book 72

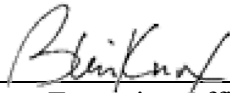
I, Blair Knox, Executive Officer, of the LOCAL AGENCY FORMATION COMMISSION, COUNTY OF KERN, STATE OF CALIFORNIA, hereby certify that the following resolution, proposed by Commissioner **Clark**, seconded by Commissioner **Zaragoza**, was duly adopted by the Commission at an official meeting thereof held on the **19th of February 2025**, by the following vote:

AYE: Clark, Endicott, Flores, Gonzalez, Gonzales, McKibbin, Zaragoza

NAYE: None

ABSTAIN: None

ABSENT: Ayon, Couch



Blair Knox, Executive Officer

RESOLUTION MAKING DETERMINATION

Whereas, pursuant to the Government Code § 54963. et seq., meetings were held both at a physical location and by video conference to attend to any health and safety concerns of the panelist and/or participants;

Whereas, pursuant to Government code § 56658. a proposal for the annexation of territory to Berrenda Mesa Water District (“Applicant”), designated as Annexation No. 35 was initiated by

Resolution of Application to the Local Agency Formation Commission of Kern County (“Commission”);

Whereas, pursuant to Government code § 56662, the Applicant has requested waiver of hearing, notice and protest hearing;

Whereas, pursuant to Government code § 56079.5 the proposed territory is uninhabited;

Whereas, pursuant to Government code § 56662 (3)(b). the application for annexation has 100% land owner consent;

Whereas, pursuant to Government code § 56658. (b) all affected public agencies were notified;

Whereas, pursuant to Government code § 56665. the Executive Officer prepared a Report and Recommendation considering all the factors in conformance with Government code § 56668;

Whereas, on said 19th day of February 2025, this Commission reviewed the Notice of Exemption, adopted by the lead agency;

Whereas, the Commission is fully advised in the premises; now therefore, be it

Resolved that the Local Agency Formation Commission, County of Kern, State of California, on behalf of its members, finds and determines as follows:

1. *specific reference is hereby made to all the papers, documents, files and proceedings heretofore and now taken, had and filed in this matter with particular reference to Minute Item 2/19/25-6, as appears upon the official minutes of the proceedings of this Commission;*

2. *all of the proceedings heretofore and now taken and had in this matter have been and now are in all respects as required by law;*

3. *the facts set forth in the Executive Officer Report and Recommendation, presented to the Commission are true;*

4. *the territory proposed to be annexed is uninhabited;*

5. *the application has 100% landowner consent, and the Commission has waived Protest Hearing;*

6. *the annexation will be in the best public interest;*

7. *the Notice of Exemption was reviewed and considered in accordance with California Environmental Quality Act;*

8. *there is hereby assigned to the territory proposed to be annexed the following distinctive short form designation, to wit: Berrenda Mesa Water District Annexation No. 35;*

9. *the territory proposed for annexation, as approved by the Commission is all within the County of Kern, State of California, is particularly described and delineated in Exhibit "A", attached hereto and by reference made apart hereof;*

10. *pursuant to the authority granted by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, said territory set forth in the Application for Proceeding on Resolution, by Legislative body, filed herein on January 30, 2025, designated as "Berrenda Mesa Water District: Annexation No. 35", is hereby approved subject to the following conditions:*

a. *The Applicant has signed an agreement to actively defend or indemnify and hold harmless the Commission or its agents, officers, and employees, from any liability or loss connected with the approval of this proceeding.*

11. *the Commission authorizes and directs the Executive Officer to file and record any and all documentation required by law in regard to this proceeding.*

EXHIBIT "A"

Annexation No. 35

GEOGRAPHIC DESCRIPTION

All that certain property, situated in Sections 2 and 3, both in Township 30 South, Range 26 East, in the County of Kern, State of California, being more particularly described as follows:

BEGINNING at the southeast corner of said Section 3, thence

- 1) North 89° 24' 29" West, along the south line of said Section 3, a distance of 2393.09 feet; thence
- 2) North 38° 42' 27" East a distance of 930.81 feet; thence
- 3) North 17° 22' 11" East, a distance of 263.96 feet; thence
- 4) North 30° 12' 21" East a distance of 461.42 feet; thence
- 5) North 56° 32' 44" East a distance of 249.34 feet; thence
- 6) North 82° 58' 10" East a distance of 810.22 feet; thence
- 7) South 82° 11' 37" East a distance of 517.91 feet to the west line of said Section 2; thence
- 8) North 00° 55' 32" East a distance of 1093.52 feet to the west quarter corner of said Section 2; thence
- 9) South 89° 56' 05" East a distance of 5283.08 feet to the east quarter corner of said Section 2 and the west right of way of South Allen Road; thence along the west right of way of South Allen Road and the north right of way of Ming Avenue courses 10) through 25) below
- 10) South 00° 31' 54" West, along the east line of said Section 2, a distance of 582.91 feet; thence
- 11) South 10° 28' 00" West a distance of 168.76 feet to the beginning of a tangent curve; thence
- 12) along said curve, concave southeasterly and having a radius of 2060.07 feet, through a central angle of 9° 56' 06", an arc distance of 357.21 feet, and a long chord which bears South 05° 29' 57" West, a distance of 356.77 feet; thence
- 13) South 00° 31' 54" West a distance of 106.91 feet; thence
- 14) South 45° 53' 56" West a distance of 26.70 feet; thence
- 15) South 00° 31' 54" West a distance of 72.83 feet; thence
- 16) South 44° 28' 06" East a distance of 26.87 feet; thence
- 17) South 00° 31' 54" West a distance of 633.52 feet; thence
- 18) South 01° 24' 00" West a distance of 329.89 feet; thence
- 19) South 06° 14' 07" West a distance of 120.76 feet; thence
- 20) South 00° 31' 54" West a distance of 183.63 feet; thence
- 21) South 45° 11' 46" West a distance of 42.18 feet to the beginning of a non-tangent curve; thence
- 22) along said curve, concave southeasterly, a radial to the beginning of said curve bears North 00° 08' 23" West, having a radius of 2057.07 feet, through a central angle of 5° 05' 11", an arc distance of 182.61 feet, and a long chord which bears South 87° 19' 02" West, a distance of 182.55 feet; thence
- 23) South 84° 46' 26" West a distance of 126.49 feet; thence
- 24) South 83° 43' 56" West a distance of 263.29 feet to the beginning of a non-tangent curve; thence
- 25) along said curve, concave northwesterly, a radial to the beginning of said curve bears South 06° 17' 40" East, having a radius of 1947.07 feet, through a central angle of 1° 48' 14", an arc distance of 61.30 feet, and a long chord which bears South 84° 36' 27" West, a distance of 61.30 feet to the south line of said Section 2; thence
- 26) North 89° 46' 59" West, along the south line of said Section 2, a distance of 4564.08 feet to the POINT OF BEGINNING.

Excepting Therefrom

That portion of said Section 2 more particularly described as follows:

BEGINNING at a point on the west line of said Section 2, said point lying South 00° 55' 32" West, a distance of 45.00 feet from the west quarter corner of said Section 2; thence

- 1) South 89° 56' 05" East, parallel with the north line of the south half of said Section 2, a distance of 2478.74 feet to the beginning of a tangent curve; thence
- 2) along said curve, concave northwesterly and having a radius of 235.01 feet, through a central angle of 10° 16' 29", an arc distance of 42.14 feet, and a long chord which bears North 84° 55' 41" East, a distance of 42.09 feet; thence
- 3) North 79° 47' 26" East a distance of 86.22 feet to the beginning of a tangent curve; thence
- 4) along said curve, concave southeasterly and having a radius of 365.01 feet, through a central angle of 10° 16' 29", an arc distance of 65.46 feet, and a long chord which bears North 84° 55' 40" East, a distance of 65.37 feet; thence
- 5) South 89° 56' 05" East, parallel with the north line of the south half of said Section 2, a distance of 2029.64 feet; thence
- 6) South 00° 03' 55" West a distance of 10.00 feet to the beginning of a non-tangent curve; thence
- 7) along said curve, concave northwesterly, a radial to the beginning of said curve bears South 00° 03' 55" West, having a radius of 245.01 feet, through a central angle of 28° 39' 02", an arc distance of 122.52 feet, and a long chord which bears North 75° 44' 24" East, a distance of 121.24 feet to the north line of the south half of said Section 2; thence
- 8) South 89° 56' 05" East, along the north line of the south half of said Section 2, a distance of 203.39 feet; thence
- 9) South 44° 11' 46" West a distance of 69.09 feet to the beginning of a tangent curve; thence
- 10) along said curve, concave northwesterly, having a radius of 380.01 feet, through a central angle of 45° 52' 09", an arc distance of 304.22 feet, and a long chord which bears South 67° 07' 50" West, a distance of 296.16 feet; thence
- 11) North 00° 03' 55" East a distance of 10.00 feet; thence
- 12) North 89° 56' 05" West, parallel with the north line of the south half of said Section 2, a distance of 1884.35 feet; thence
- 13) South 00° 03' 55" West a distance of 5.00 feet; thence
- 14) North 89° 56' 05" West, parallel with the north line of the south half of said Section 2, a distance of 145.29 feet to the beginning of tangent curve; thence
- 15) along said curve, concave southeasterly, having a radius of 225.01 feet, through a central angle of 10° 16' 29", an arc distance of 40.35 feet, and a long chord which bears South 84° 55' 41" West, a distance of 40.30 feet; thence
- 16) South 79° 47' 26" West a distance of 86.22 feet to the beginning of a tangent curve; thence
- 17) along said curve, concave northwesterly, having a radius of 375.01 feet, through a central angle of 10° 16' 29", an arc distance of 67.25 feet, and a long chord which bears South 84° 55' 40" West, a distance of 67.16 feet; thence
- 18) North 89° 56' 05" West, parallel with the north line of the south half of said Section 2, a distance of 2479.56 feet; thence
- 19) North 89° 00' 17" West a distance of 1.28 feet to the west line of said Section 2; thence
- 20) North 00° 55' 32" East, along the west line of said Section 2, a distance of 140.00 feet to the POINT OF BEGINNING.

Containing an area of 372.46 acres, more or less.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



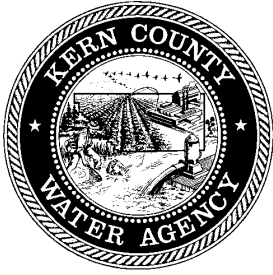
**CHECKED BY
KERN COUNTY SURVEYOR'S OFFICE**

Date 6/19/2024
Signed _____

Approved by:

A handwritten signature in blue ink, appearing to be "M. D. Hartwig", written over a light blue dotted rectangular background.

Water Management Committee



MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 2

FROM: Micah Clark / Michelle Anderson

DATE: April 24, 2025

SUBJECT: Report on 2025 Water Operations

Issue:

Summary of water operations for 2025.

Recommended Motion:

None – information only.

Discussion:

2025 Recharge Activities

Deliveries of 2024 and 2025 State Water Project water to the Kern Fan Banking Projects have ceased. Intermittent recharge operations for the Kern Water Bank (KWB) began on October 26, 2024 and continued until March 21, 2025, at which time the KWB Participants ceased operations. Recharge operations for the Pioneer Project (Pioneer) began on February 3, 2025, and continued until February 7, 2025, at which time the Pioneer Participants ceased operations. Recharge operations for the Berrenda Mesa Project began on February 5, 2025, and continued until February 7, 2025, at which time the Berrenda Mesa Participants ceased operations.

As of March 31, 2025, approximately 23,100 acre-feet have been delivered in 2025 to the Kern Fan banking projects. A summary of deliveries by water type is provided as Attachment 1, and a summary of deliveries by project is provided as Attachment 2.

Groundwater Levels – Kern Fan

A map identifying the location of groundwater measurements is provided as Attachment 3, and a depiction of current and historic groundwater level trends in the Kern Fan banking project area is provided as Attachment 4.

Other Activities

- Performed sounder repairs and calibration;
- Completed the Indian Wells Valley groundwater monitoring run in Ridgecrest, California;
- Completed the Purge Water Quality sampling run;

Water Management Committee

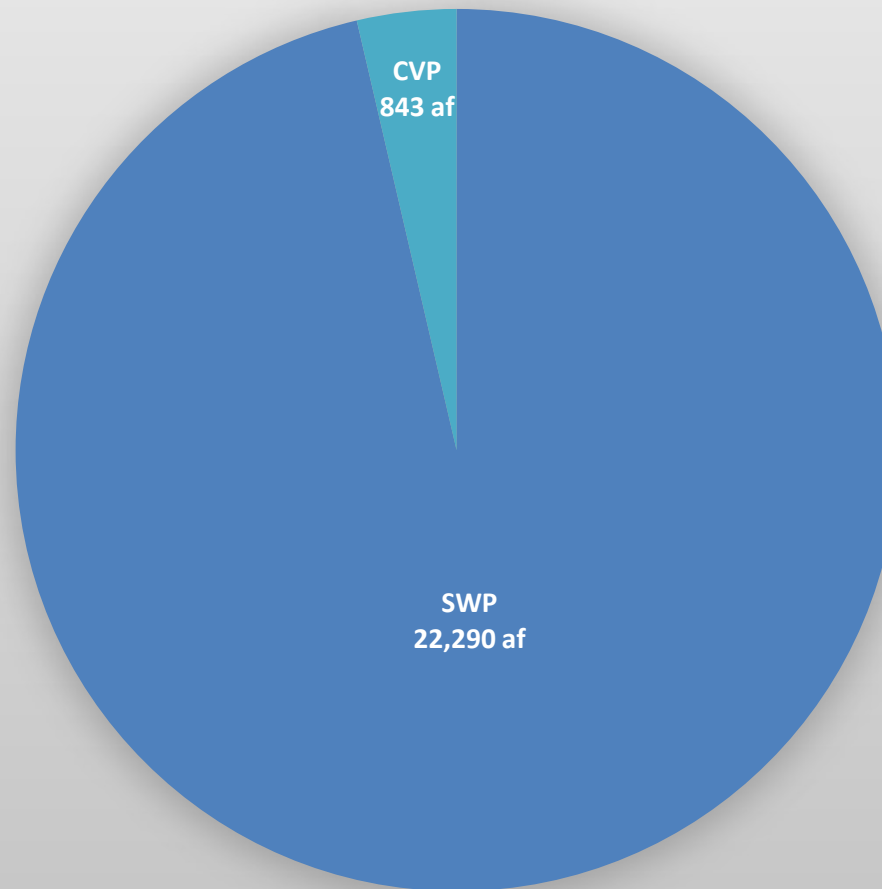
Agenda Item No. 2

April 24, 2025

Page 2 of 2

- Performed vandalism repairs on Joint-Use-Recovery-Project wells 3, 4, and 7;
- Filled the water truck for Pioneer South contractor daily;
- Performed a well meter inventory;
- Burned tumbleweeds in the James Canal on the Pioneer South; and
- Installed stainless steel security bars on various recovery well locations.

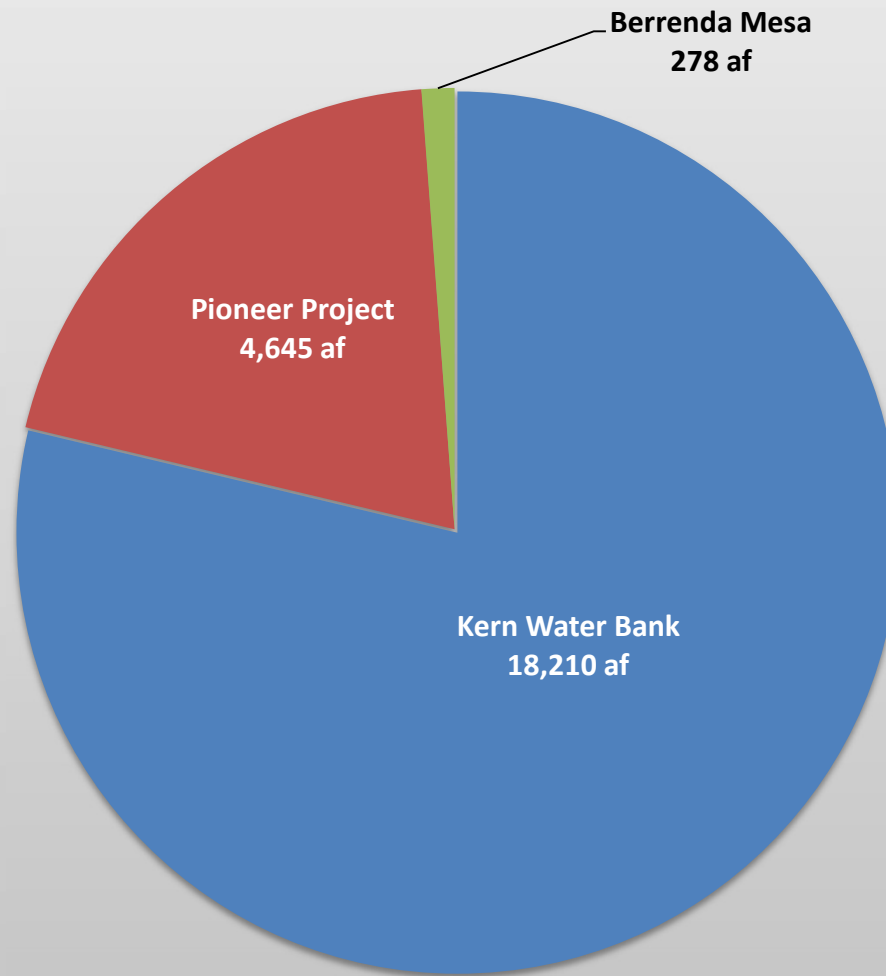
**2025 Estimated Kern Fan Banking Project Deliveries
(by Water Type)
Deliveries through March 31, 2025
Total Deliveries 23,133 af**

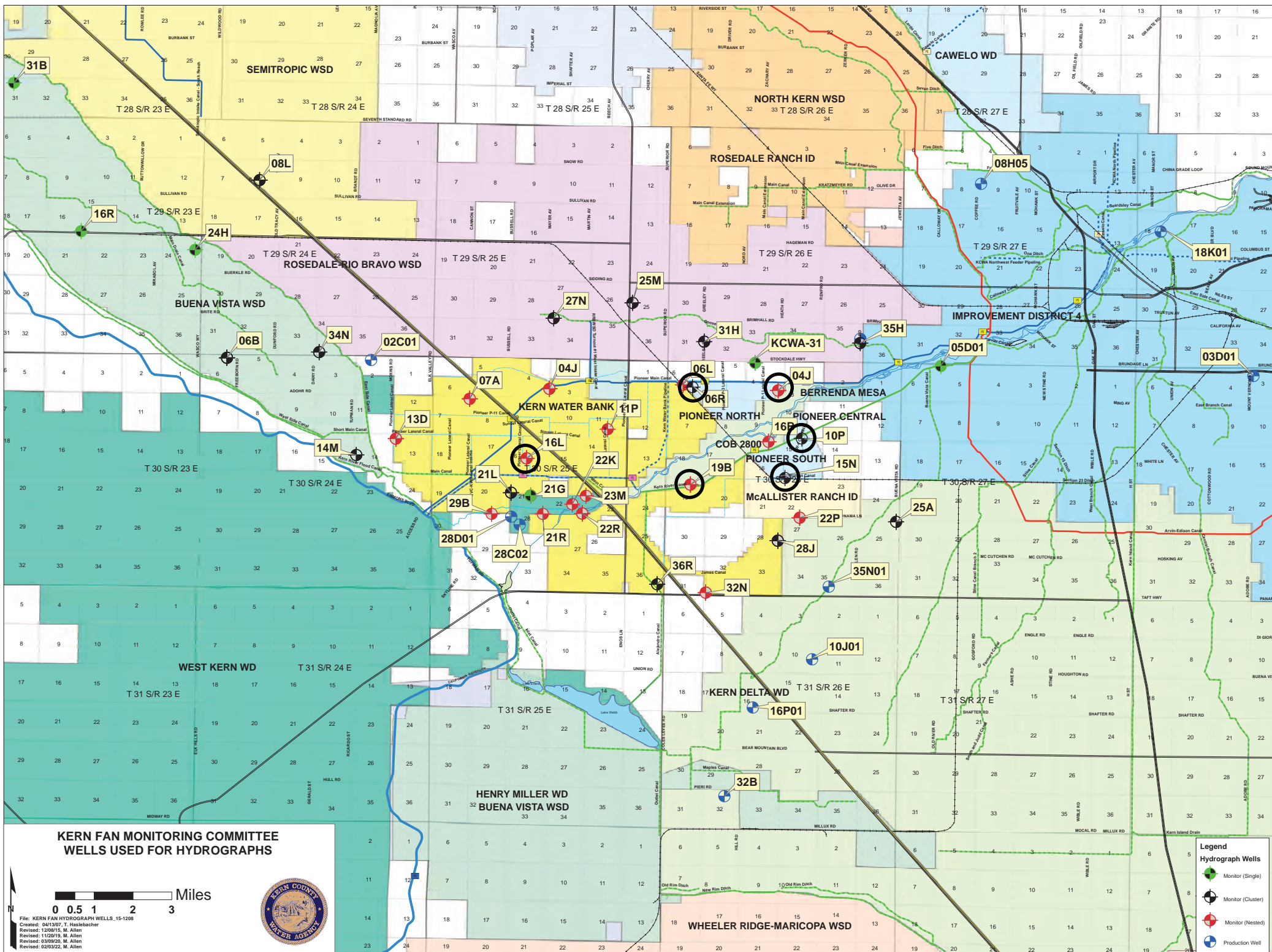


2025 Estimated Kern Fan Banking Project Deliveries (by Project)

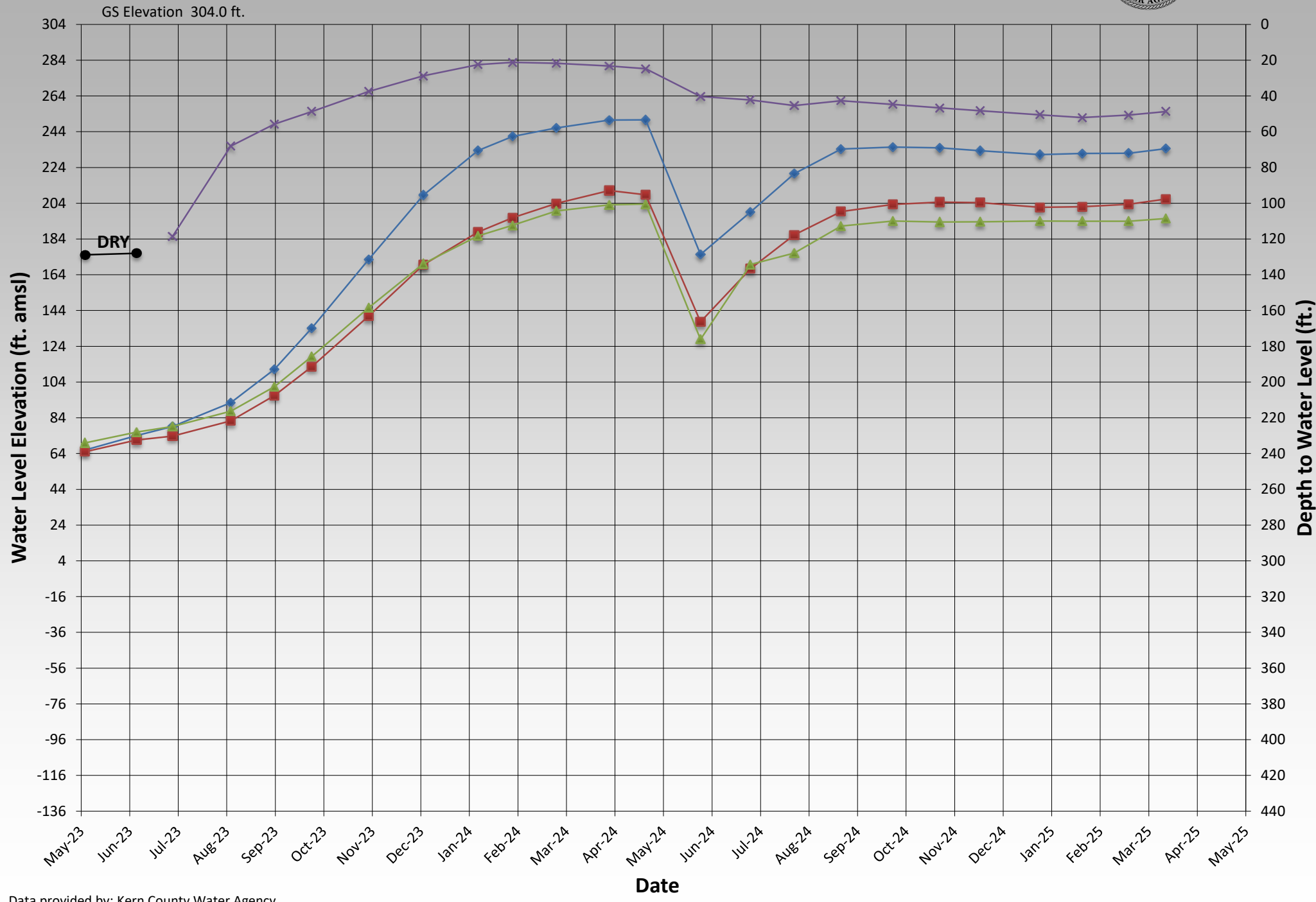
Deliveries through March 31, 2025

Total Deliveries 23,133 af



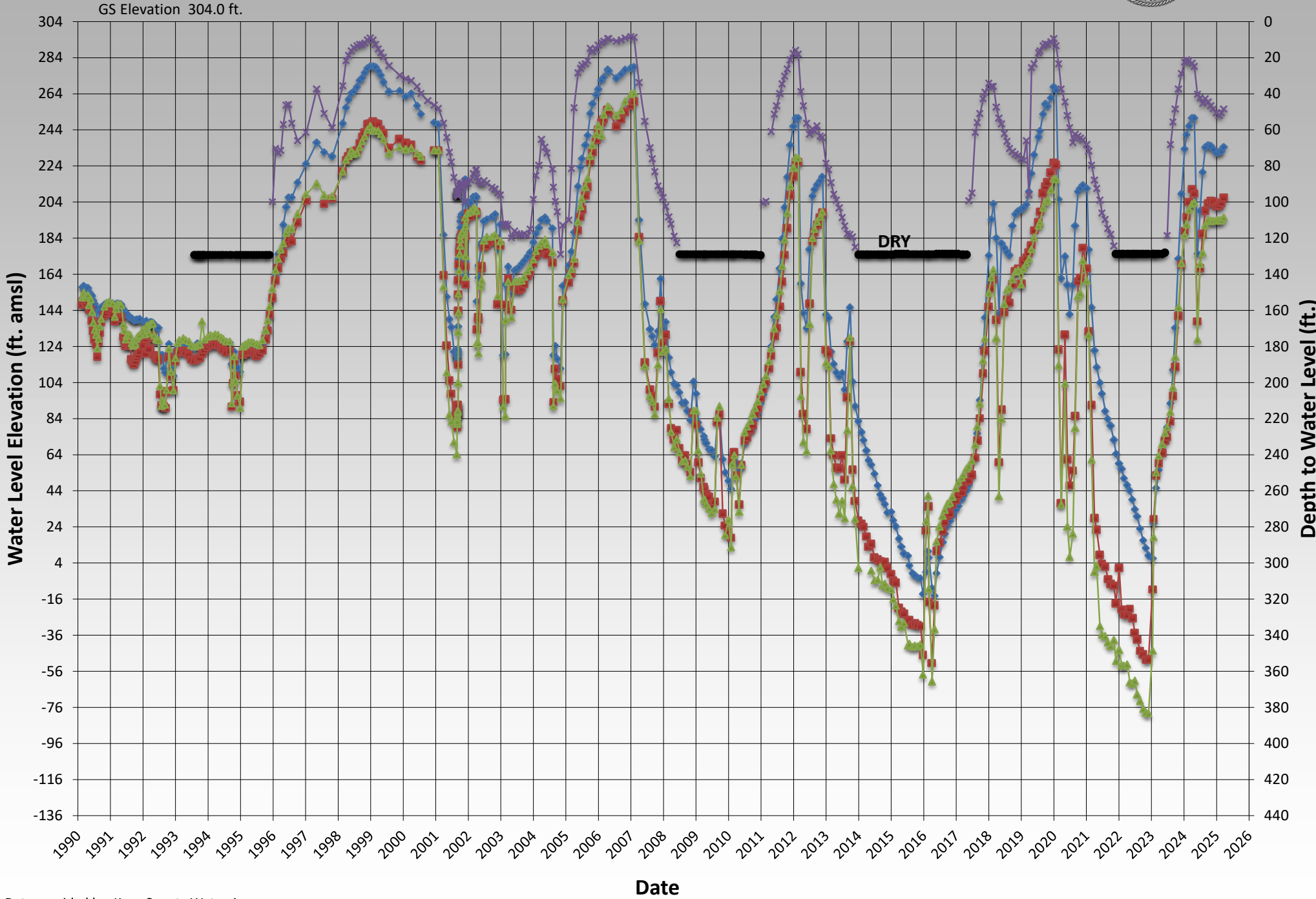


30S/25E-16L



Data provided by: Kern County Water Agency

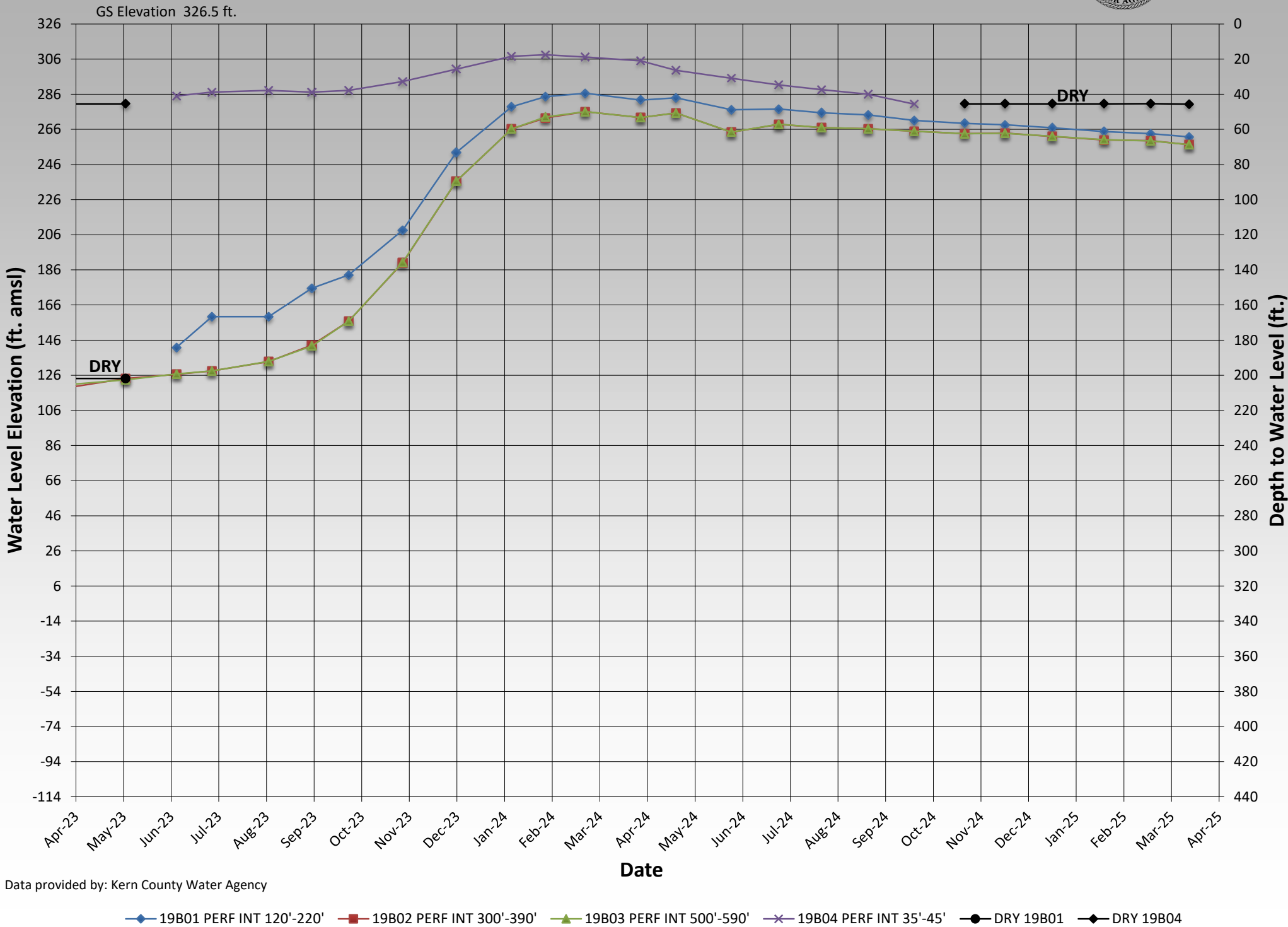
30S/25E-16L



Data provided by: Kern County Water Agency

16L01 PERF INT 285'-345' 16L02 PERF INT 515'-555' 16L03 PERF INT 645'-690' 16L04 PERF INT 100'-130' DRY 16L04

30S/26E-19B

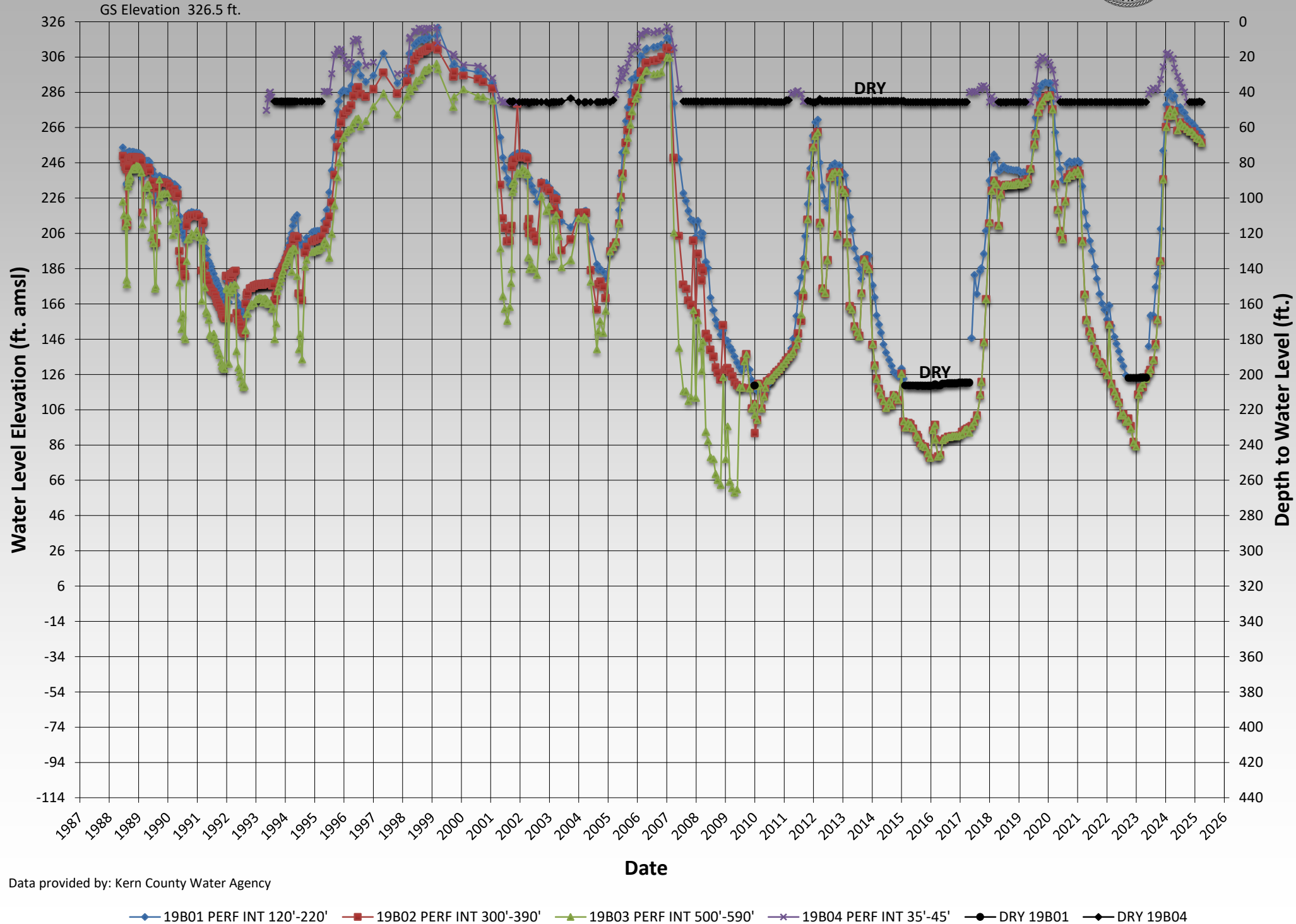


Data provided by: Kern County Water Agency

30S/26E-19B



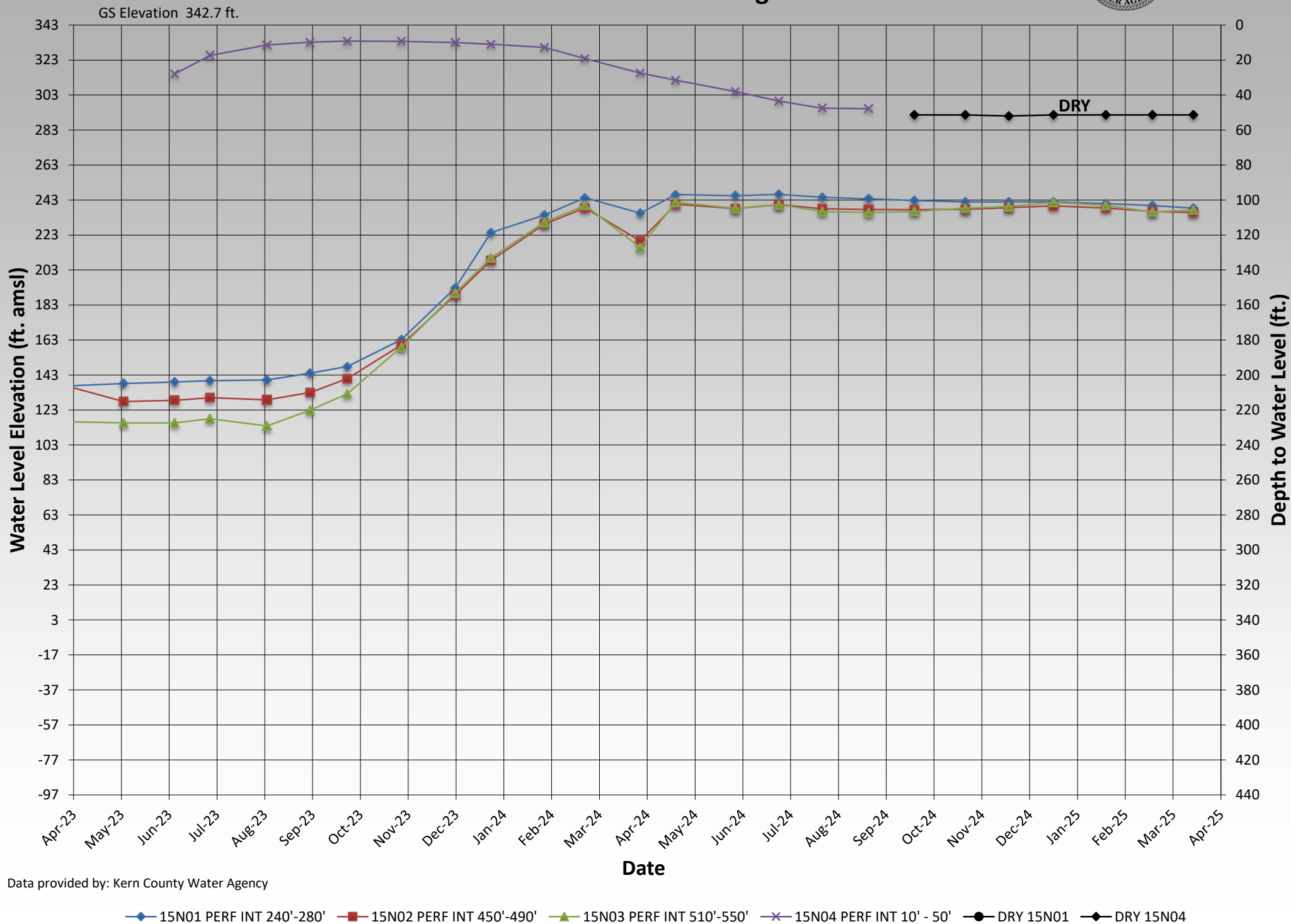
Attachment 4
KCWA
GROUNDWATER
DATABASE



Data provided by: Kern County Water Agency



30S/26E-15N South Pioneer Monitoring Well

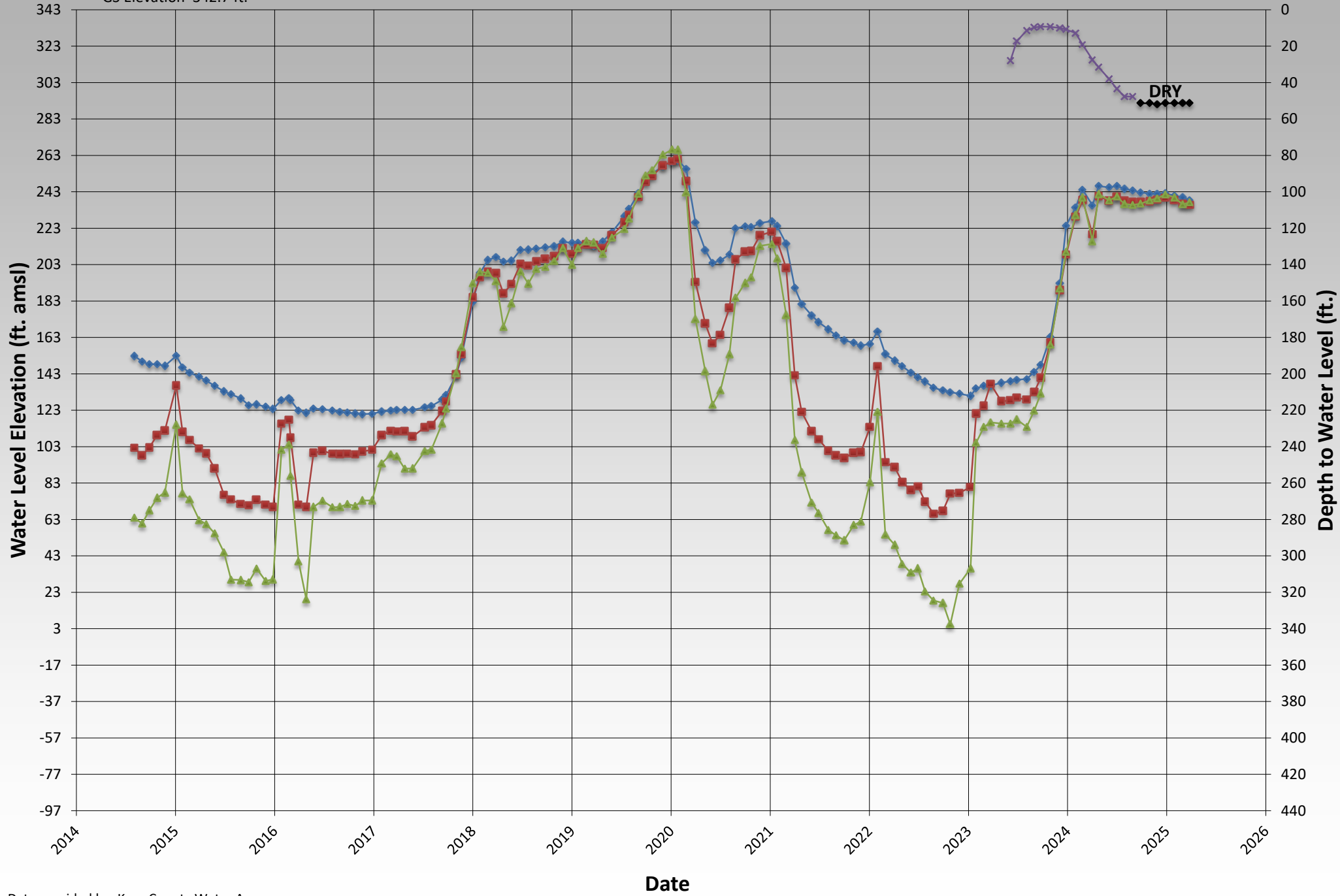


30S/26E-15N South Pioneer Monitoring Well



Attachment 4
KCWA
GROUNDWATER
DATABASE

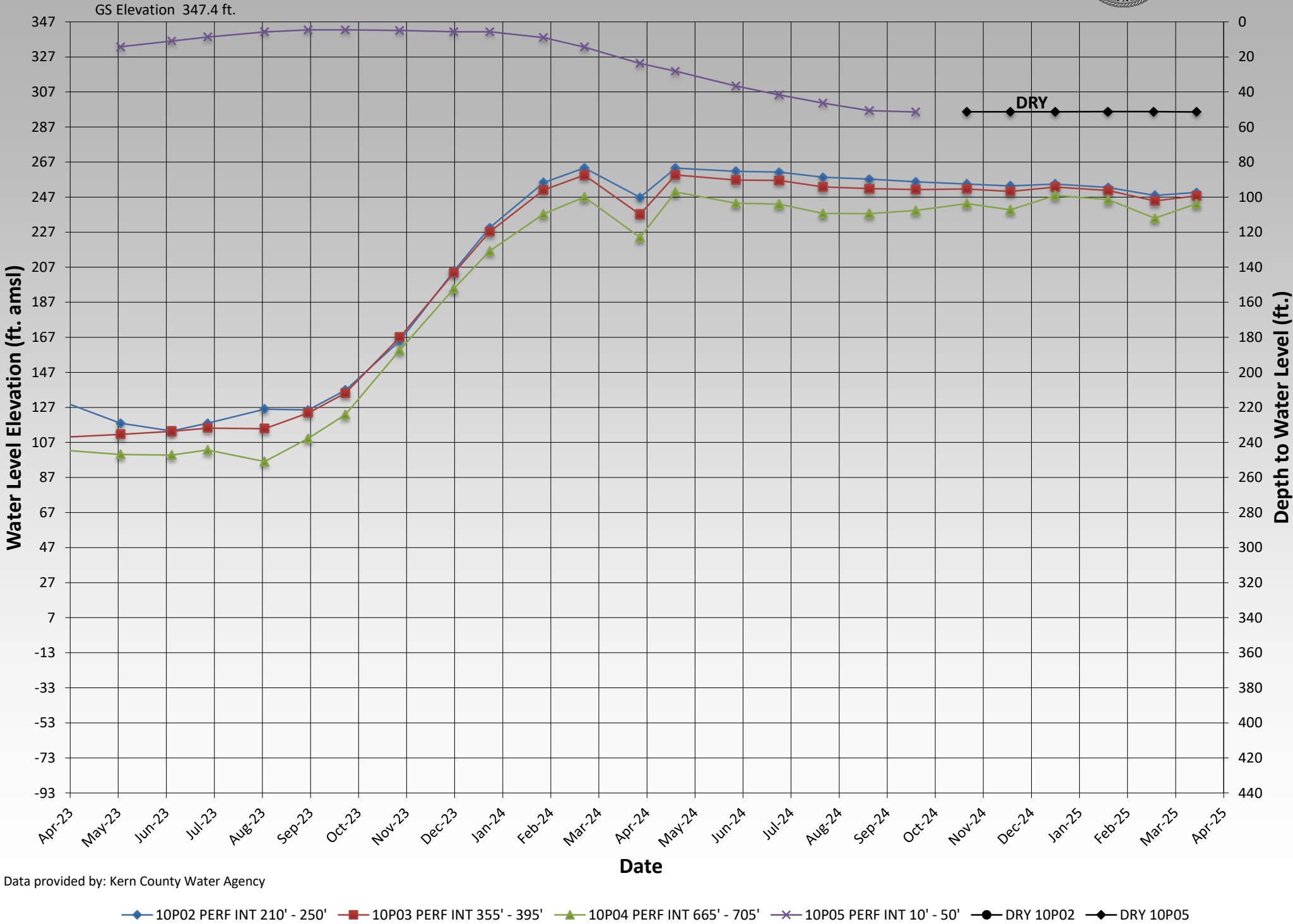
GS Elevation 342.7 ft.



Data provided by: Kern County Water Agency

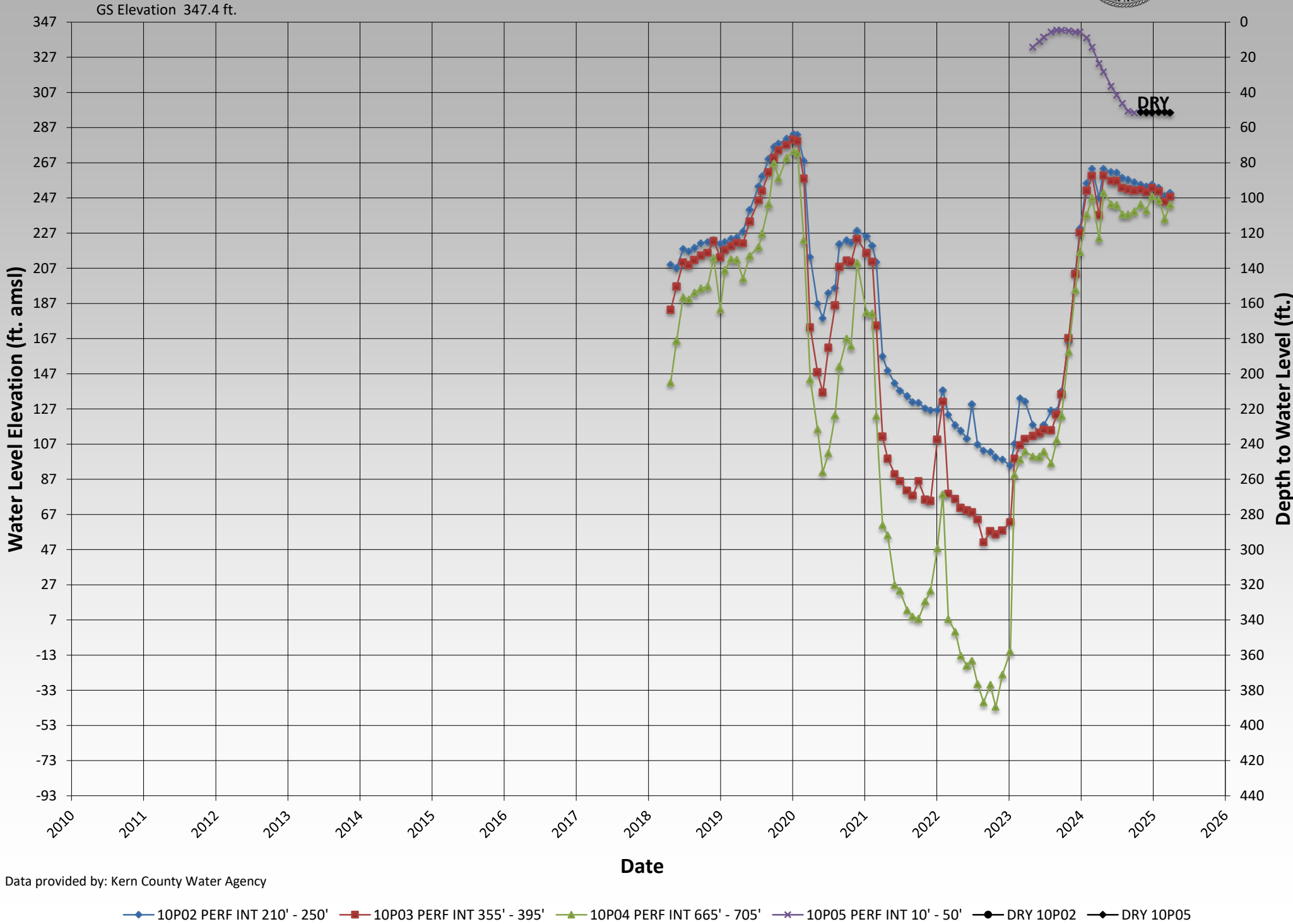
15N01 PERF INT 240'-280' 15N02 PERF INT 450'-490' 15N03 PERF INT 510'-550' 15N04 PERF INT 10' - 50' DRY 15N01 DRY 15N04

30S/26E-10P



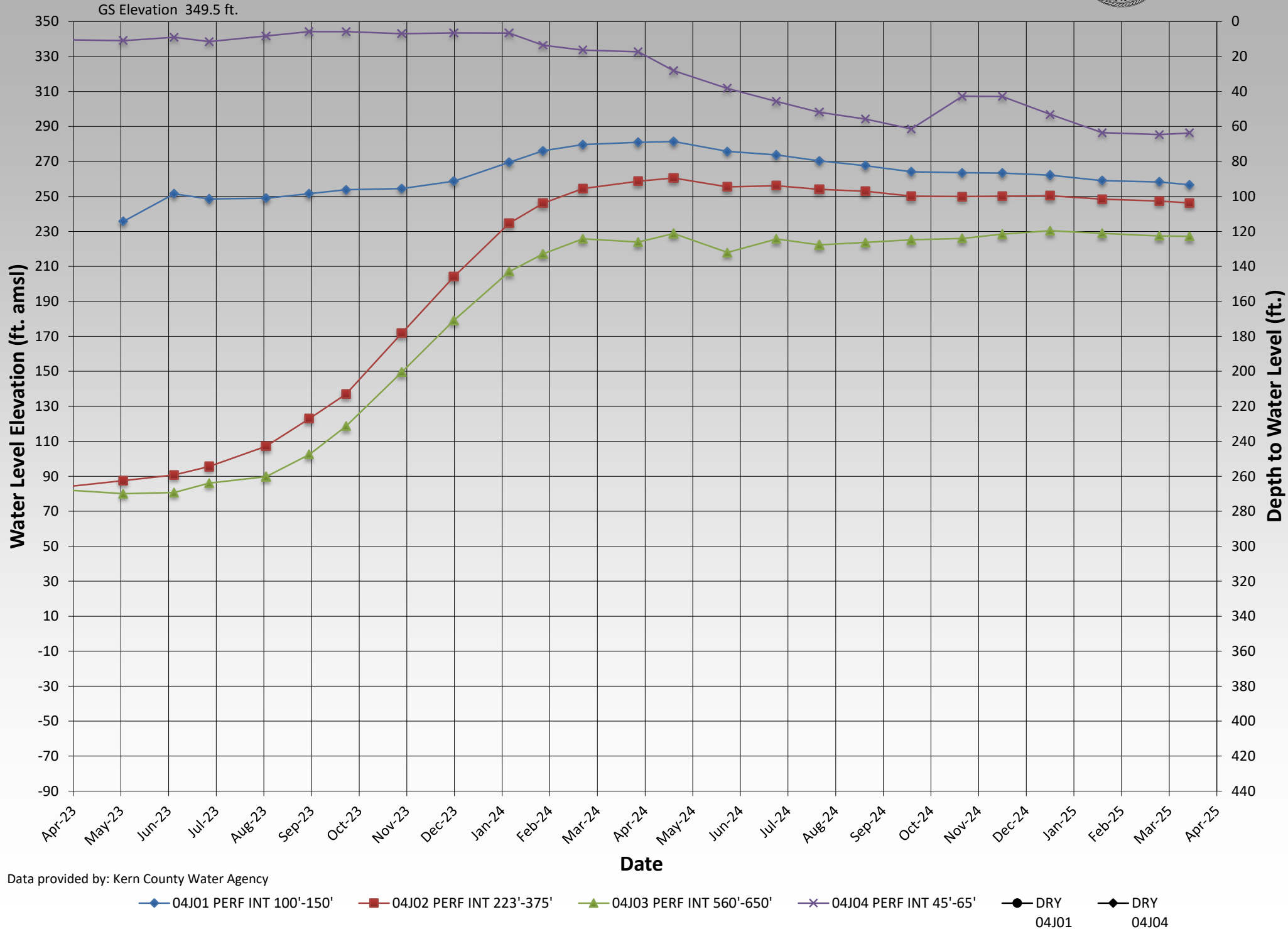
Data provided by: Kern County Water Agency

30S/26E-10P

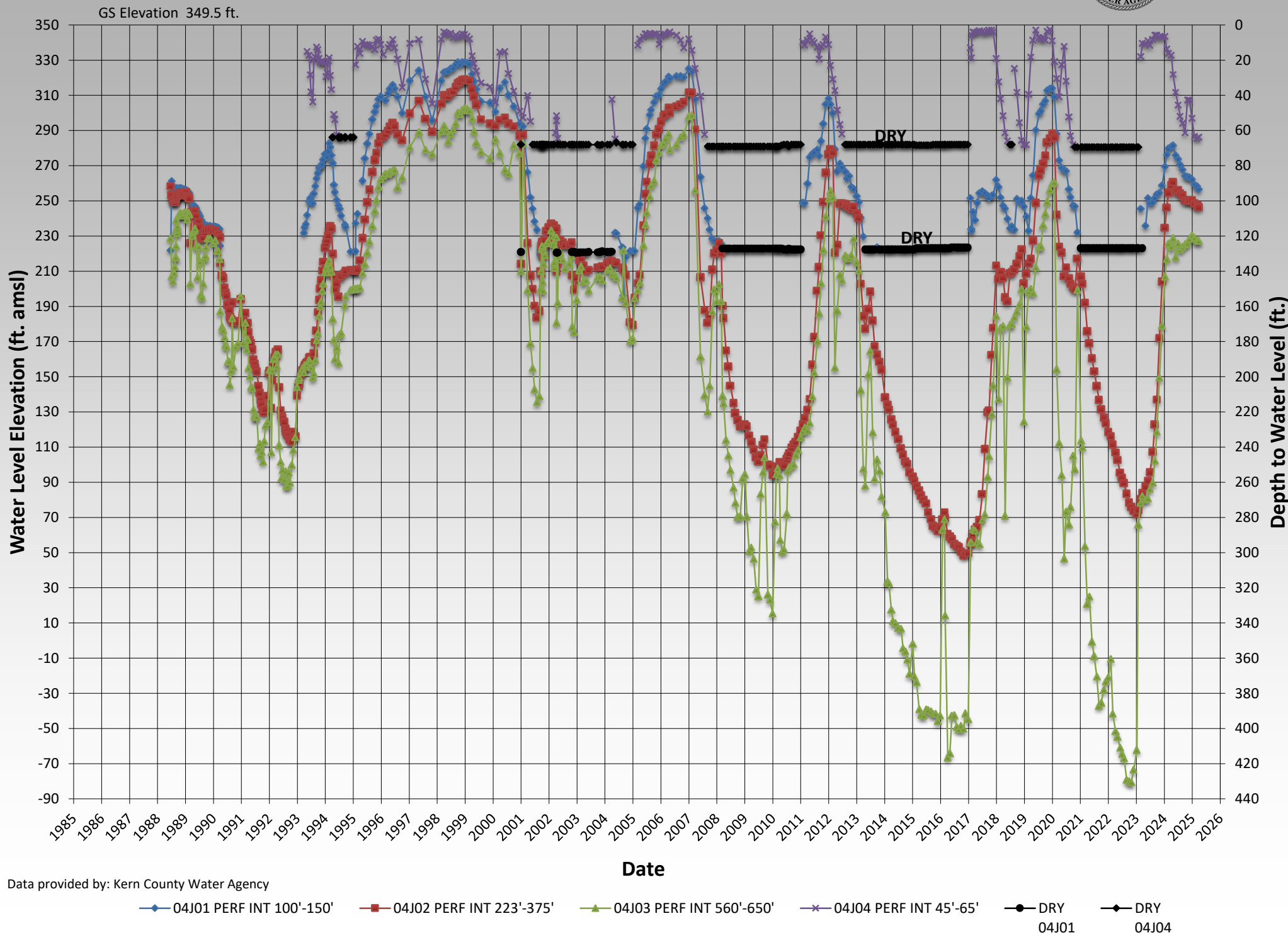


Data provided by: Kern County Water Agency

30S/26E-04J

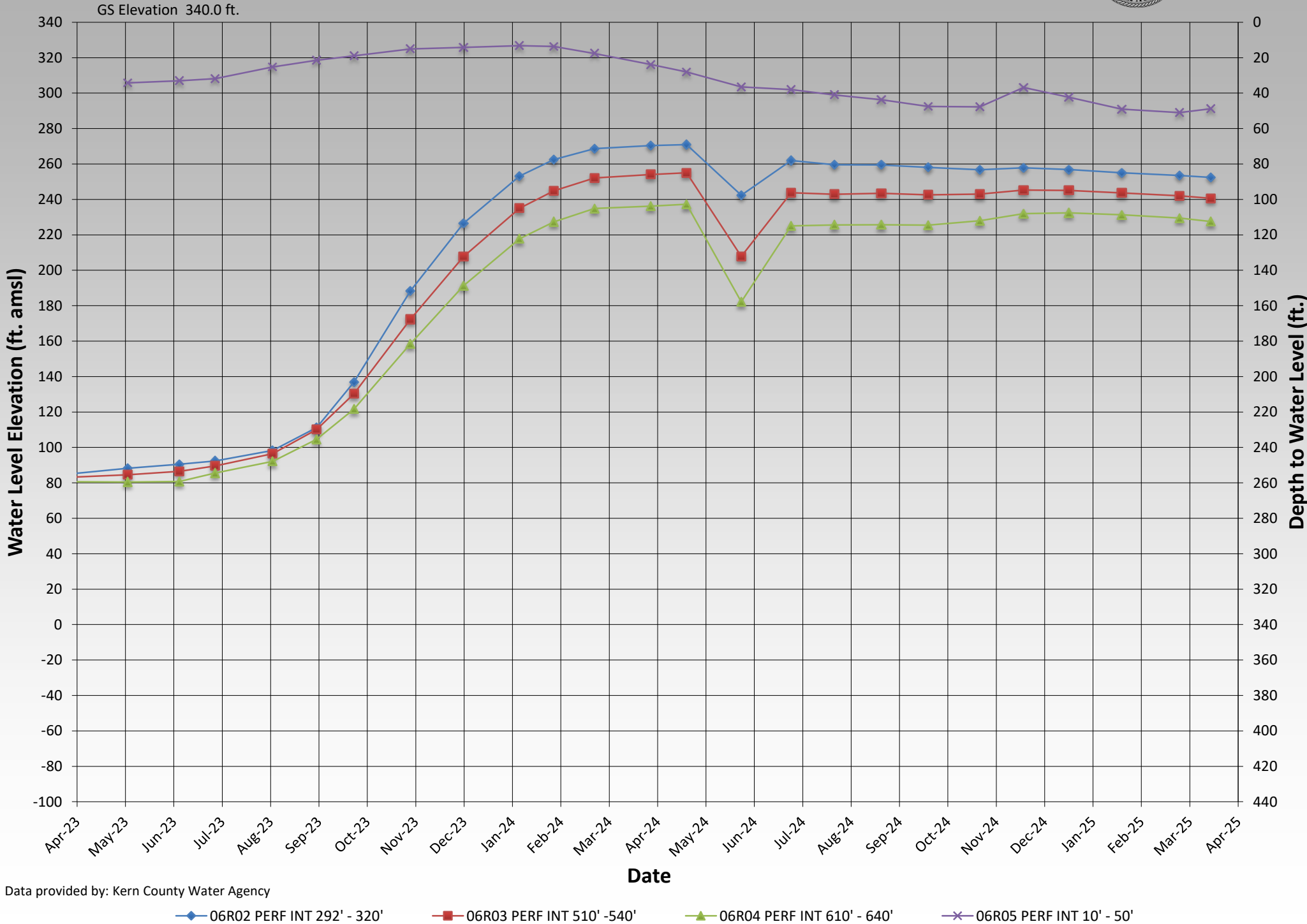


30S/26E-04J



Data provided by: Kern County Water Agency

30S/26E-06R

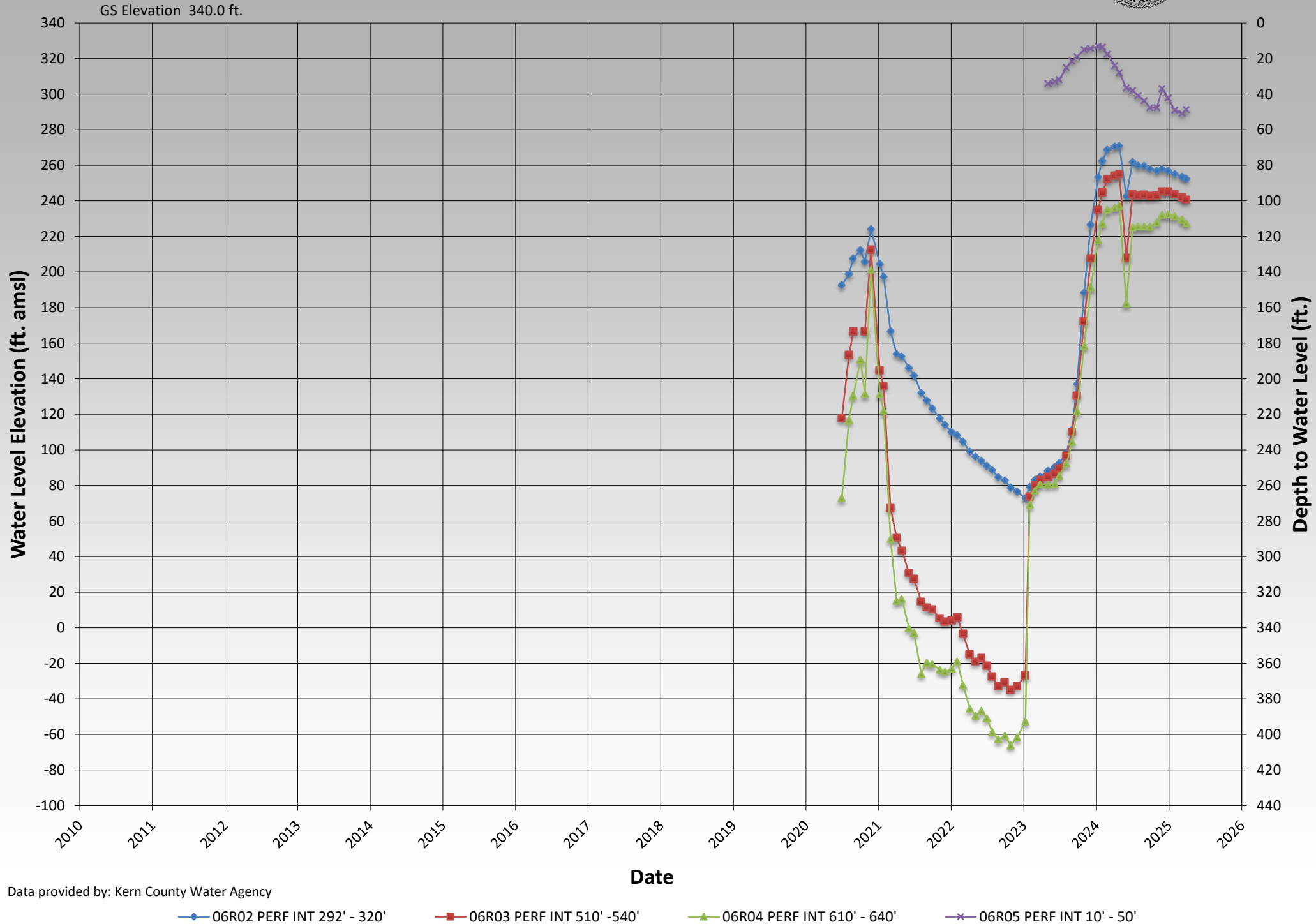


Data provided by: Kern County Water Agency

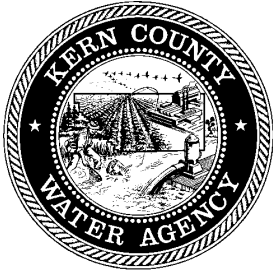
30S/26E-06R



Attachment 4
KCWA
GROUNDWATER
DATABASE



Data provided by: Kern County Water Agency



MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 3

FROM: Scott Chambless

DATE: April 24, 2025

SUBJECT: Authorization to Issue the Notice to Invite Bids for the North Pioneer East Basin
Turnout Structures Project – Contract No. KCWA 2025-01

Issue:

Consider adopting Resolution No. 16-25 authorizing the issuance of the Notice to Invite Bids for the North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01.

Recommended Motion:

Adopt Resolution No. 16-25 authorizing the issuance of the Notice to Invite Bids for the North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01.

Discussion:

The North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01 (Project) consists of removing the existing Basin 9 turnout structure, siphon piping and appurtenances and constructing a replacement turnout structure, siphon piping and appurtenances; and to construct a new turnout structure, siphon piping and appurtenances to tie in North Pioneer's Pond 3 to East Basin.

Kern County Water Agency (Agency) staff is requesting authorization to solicit bids for North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01. Bids will be opened in early June 2025. After the bids are opened and reviewed, Agency staff will present a recommendation to the Agency Board of Directors at the next regularly scheduled meeting following the bid opening. Money for this project will be expended from the 2025 Pioneer Project budget.

BEFORE THE BOARD OF
DIRECTORS OF THE
KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZING ISSUANCE OF THE NOTICE *
TO INVITE BIDS FOR THE NORTH PIONEER*
EAST BASIN TURNOUT STRUCTURES *
PROJECT – CONTRACT NO. KCWA 2025-01 *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of April, 2025, by the following vote, to wit:

Ayes:

Noes:

Absent:

Secretary of the Board of Directors
of the Kern County Water Agency

Resolution No. 16-25

WHEREAS, the Kern County Water Agency (Agency) and Pioneer Project Participants desire to remove the existing Basin 9 turnout structure, siphon piping and appurtenances and construct a replacement turnout structure, siphon piping and appurtenances;

WHEREAS, the Agency and Pioneer Project Participants desire to construct a new turnout structure, siphon piping and appurtenances to tie in North Pioneer's Pond 3 to East Basin; and

WHEREAS, both turnout facilities are collectively identified as the North Pioneer East Basin Turnout Structures Project (Project); and

WHEREAS, Agency staff has substantially completed preparation of Specification No. KCWA 2025-01 for the Project; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Kern County Water Agency that:

1. The foregoing recitals are true and correct.
2. Specification No. KCWA 2025-01, the plans and bond requirements specified therein, subject to approval of General Counsel as to legal form, are hereby approved in substantially the form attached hereto;
3. The Board Secretary is hereby authorized and directed to advertise a Notice Inviting Bids for the Project in the manner prescribed by law, subject to acquisition of the necessary property; and
4. The bid opening be set for a duration greater than thirty (30) days after the start of advertising, at the Stuart T. Pyle Water Resources Center, at which time the Engineering and Groundwater Services Manager or his designee is authorized to open, examine and declare the bids, and to provide his recommendation on the Project within sixty (60) calendar days of opening the bids.

DRAFT



KERN COUNTY WATER AGENCY

Kern County, California

CONTRACT DOCUMENTS

Specification No. KCWA 2025-01

**NORTH PIONEER
EAST BASIN TURNOUT STRUCTURES PROJECT**

Proposal, Contract and Specifications

BID SET

APRIL 2025

DRAFT

KERN COUNTY WATER AGENCY

Kern County, California

CONTRACT DOCUMENTS

Specification No. KCWA 2025-01

**NORTH PIONEER
EAST BASIN TURNOUT STRUCTURES PROJECT**

Proposal, Contract and Specifications

BID SET

APRIL 2025

Formal Bids will be received until **2:00 p.m.** on **June 10, 2025** at
3200 Rio Mirada Dr., Bakersfield, California 93308, and then publicly opened.

DRAFT

KERN COUNTY WATER AGENCY

Kern County, California

CONTRACT DOCUMENTS

Specification No. KCWA 2025-01

**NORTH PIONEER
EAST BASIN TURNOUT STRUCTURES PROJECT**

Prepared by:

Richard D. Meyer, RCE No. 28104



Reviewed by:

Aaron R. Meyer, RCE No. 66960



Approved by:

J.T. Gardiner, RCE No. C48280



SECTION 00001

TABLE OF CONTENTS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

DIVISION 00 – BID AND CONTRACT DOCUMENTS

00100	Notice Inviting Sealed Bids
00101	Instructions to Bidders
00102	Bidder's Checklist
00103	Bidder's Bid
00104	Bidder's Qualifications
00105	Material Suppliers Information
00106	Bidder's Non-Collusion Affidavit
00108	Bid Bond
00200	Contract
00201	Guaranty
00202	Payment Bond
00203	Performance Bond
00204	Maintenance Bond
00205	Contractor's Certificate Regarding Workers' Compensation Insurance
00206	Workers' Compensation and Employer's Liability Certificate of Insurance
00207	Liability Insurance Certificate of Insurance
00208	Labor and Other Code Requirements
00300	Notice of Award
00301	Notice to Proceed
00700	General Conditions
00810	Special Provisions
00900	Cultural and Archaeological Compliance

DIVISION 01 – GENERAL REQUIREMENTS

01005	Specifications
01011	Description of Work and Schedule Constraints
01013	Liquidated Damages
01017	Materials and Substitutions
01018	Contractor's Responsibilities
01019	Construction Staking
01021	Owner's Rights and Responsibilities
01022	Changes to the Work
01025	Measurement and Payment
01026	Waiver and Release Submittals
01040	Coordination of Work
01090	Definitions and Abbreviations
01300	Submittal Procedures
01301	Master List of Submittals
01400	Quality Control and Testing
01501	Temporary Facilities
01502	Protection of Underground Facilities and Survey Monuments
01700	Contract Closeout
01900	Explanation of Bid Items

DIVISION 02 – SITE CONSTRUCTION SPECIFICATIONS

02115	Demolition
02233	Watering
02300	Earthwork
02315	Compacting Earth Materials
02320	Borrow Site
02330	Unclassified Materials
02350	Geotextile Fabric
02370	Rip-Rap Rock Slope Protection
02503	Storm Water Pollution Prevention Plan
02504	Dust Control

DIVISION 03 – CONCRETE SPECIFICATIONS

03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-in-Place Concrete
03462	Precast Concrete Turnout

DIVISION 04 – MASONRY

NOT USED

DIVISION 05 – METALS

05500	Metal Fabrication
-------	-------------------

DIVISION 06 – WOOD AND PLASTICS

06001	Corrugated HDPE Culvert Pipe
-------	------------------------------

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07900	Caulking and Sealants
-------	-----------------------

DIVISION 08 – DOORS AND WINDOWS

NOT USED

DIVISION 09 – FINISHES

NOT USED

DIVISION 10 – SPECIALTIES

NOT USED

DIVISION 11 – EQUIPMENT

11202 Aluminum Slide Gates

DIVISION 12 – FURNISHINGS

NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 – CONVEYING SYSTEMS

NOT USED

DIVISION 15 – MECHANICAL

NOT USED

DIVISION 16 – ELECTRICAL

NOT USED

APPENDICES

Appendix A Contract Drawings

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 00100

NOTICE INVITING SEALED BIDS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

The Kern County Water Agency (Agency) invites interested bidders (Bidders) to submit sealed bids (Bids) for the furnishing of all labor, materials, tools, equipment, services, transportation, permits, utilities and other items reasonably necessary to satisfactorily complete the Work generally described in this Notice Inviting Sealed Bids and more specifically described in the Contract Documents (Sections 00100 *et seq.*). Bidders should submit Bids by the date and time, at the location, and in the delivery manner described below:

Date: June 10, 2025
Time: 2:00 p.m.
Location: Stuart T. Pyle Water Resources Center
3200 Rio Mirada Drive
Bakersfield, CA 93308
Delivery Method: Hand delivery or mailed

During bid opening, the Agency reserves the right to impose restrictions to help protect the health and safety of staff, participants and the public and to help ensure the orderly process of bid opening, including, but not limited to, conducting a virtual bid opening or requiring participants to be screened prior to entry.

Description of Work

A general description of the Work is as follows:

Bidder shall provide all labor, materials, equipment and perform all work necessary to remove existing Basin 9 turnout structure, siphon piping and appurtenances and construct a replacement turnout structure, siphon piping and appurtenances; and construct a new turnout structure, siphon piping and appurtenances to tie in North Pioneer's Pond 3 to East Basin in accordance with the Drawings and these Specifications herein.

Required Contractor's License

Pursuant to Public Contract Code section 3300, Bidders shall possess the following contractor's license(s) at the time a contract is awarded for the Work:

California General Engineering Contractor's License- Class "A"

Required Experience

Bidder shall have a minimum of ten (10) years practical experience and successful history in the construction of pre-cast turnout structures, installation of 48" HDPE pipe, placement of rip-rap slope protection and earthwork of similar size or larger.

Mandatory Pre-Job Walk

Interested Bidders are required to attend a mandatory pre-job walk. During the pre-job walks, the Agency reserves the right to impose restrictions to protect staff, participants and the public. Bidders may choose to attend any of the following mandatory pre-job walks:

DRAFT

Mandatory Pre-Job Walk No. 1	
Date:	Thursday, May 8, 2025
Time:	10:00 a.m.
Location:	South of the intersection of Nord Ave. and Stockdale Hwy (the dirt road extension of Nord Ave.) Bakersfield, Kern County, California
Contact Person:	Bidders may contact Scott Chambless at the Agency at (661) 319-3117 for directions.

Mandatory Pre-Job Walk No. 2	
Date:	Thursday, May 15, 2025
Time:	10:00 a.m.
Location:	South of the intersection of Nord Ave. and Stockdale Hwy (the dirt road extension of Nord Ave.) Bakersfield, Kern County, California
Contact Person:	Bidders may contact Scott Chambless at the Agency at (661) 319-3117 for directions.

Evaluation of Bids

Pursuant to Public Contract Code section 20103.8, the lowest Bid shall be the lowest Bid price on the base contract without consideration of prices on additive or deductive items.

If a contract is awarded, the lowest responsive and responsible Bidder submitting the lowest Bid shall be awarded a contract for the Work. Nothing contained herein shall preclude the Agency from adding to or deducting from the contract any additive or deductive items after the lowest responsive and responsible Bidder has been determined or to determine that no contract will be awarded.

DIR Registration

Pursuant to Labor Code sections 1725.5 and 1771.1, no Bidder, and no subcontractor listed by a Bidder in its Bid, shall be qualified to Bid, be listed in a Bid, or engage in the performance of any contract for the Work unless currently registered with the Department of Industrial Relations. For more information on the Department of Industrial Relations' Public Works Registration Program please see <https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Prevailing Wages

Pursuant to Labor Code section 1773, the Agency has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker needed to execute a contract for the Work from the Director of the Department of Industrial Relations. Not less than the general prevailing rate of per diem wages and not less than the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed shall be paid to all workers performing Work. The general prevailing rate of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed are available for inspection at the Agency.

Apprentices

Pursuant to Labor Code sections 1777.5 and 1777.6, before commencing Work, every contractor is required to submit contract award information to an applicable apprenticeship program that can supply

DRAFT

apprentices to the site of the Work. The information submitted must include an estimate of journeyman hours to be performed under the contract for the Work, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information must be submitted to the Agency, if requested by the Agency. Within sixty (60) calendar days after concluding work on the contract for the Work, each contractor and subcontractor must submit to the Agency, if requested by the Agency, and to the apprenticeship program a verified statement of the journey and apprentice hours performed under the contract for the Work. This information shall be public.

Contact Information

Questions concerning this Notice Inviting Sealed Bids, the Contract Documents, or the Work may be directed to:

Contact Person: Scott Chambless
Telephone: (661) 319-3117
Email: schambless@kcwa.com

Interpretations or corrections to the Contract Documents may be addressed by the Agency through the issuance of Addenda which will be made available to all Bidders.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 00101

INSTRUCTIONS TO BIDDERS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

1. The Contract Documents and any Addenda shall govern in lieu of any additional or different terms, conditions, exclusions, limitations, or other provisions contained in any document furnished by a Bidder, whether furnished before or after execution of a contract for the Work, whether confirmatory or otherwise, all of which are expressly rejected by the Agency.
2. Questions concerning the Contract Documents, including questions concerning the meaning of any terms or the intent of the Contract Documents, or to inform the Agency of any errors or omissions in the Contract Documents, may be submitted to the Agency. Interpretations or corrections to the Contract Documents may be addressed by the Agency through the issuance of Addenda which will be made available to all Bidders. Comments, guidance, interpretations, corrections, or other communications made by the Agency, whether oral or written, not contained in an Addenda, will not be binding on the Agency.
3. Bidders, by submitting a Bid, acknowledge that they have read and understood the Contract Documents, and agree that they shall have no claim or entitlement to additional compensation or additional time if impacted due to their failure to read, understand, or appreciate the terms of the Contract Documents.
4. Bids must be received by (not mailed to) the Agency on or before the date and time, at the location, and in the manner identified in the Notice Inviting Sealed Bids. Bids received after the date and time identified in the Notice Inviting Sealed Bids or at a location not identified in the Notice Inviting Sealed Bids will not be considered by the Agency. Pursuant to Public Contract Code section 4104.5, the date and time of opening Bids shall be extended no less than seventy-two (72) hours if the Agency issues any material changes, additions, or deletions to the Contract Documents later than seventy-two (72) hours prior to the date and time of opening Bids.
5. Bidders must complete and submit one (1) copy of its Bid to the Agency using the forms provided in the Contract Documents. Handwritten information must be legible. Alterations or additions to the typewritten portion of the forms that add new or different terms or change the intent of the forms will not be considered by the Agency, may be deemed by the Agency to render a Bid nonresponsive, and if a Bidder is awarded a Contract will not be deemed incorporated into the Contract Documents. Bids that are incomplete, unbalanced, obscure, contain irregularities, or do not comply with requirements of the Contract Documents may be deemed by the Agency to render a Bid nonresponsive.
6. Bids must be contained in a sealed package with the following information clearly identified on the outside of the package: (i) the name of the Bidder; (ii) the contract number of the contract for which the Bid is being submitted; (iii) the date and time of Bid opening identified in the Notice Inviting Sealed Bids; and (iv) the statement "Do Not Open Until the Date and Time of Bid Opening." Bids must be for the entirety of the Work and, if not, may be deemed by the Agency to render a Bid nonresponsive.
7. Bids are inclusive of city, county, state and federal sales, use and other taxes and assessments of every kind and nature. If the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two (2) or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

DRAFT

8. Pursuant to Public Contract Code section 20483, Bids must be accompanied by one (1) of the following: (i) cash; (ii) a cashier's check or certified check made payable to the "Kern County Water Agency"; or (iii) a Bid bond executed by an admitted surety insurer in favor of the Agency (each "Bid Security"), equal to ten percent (10%) of the amount of the Bidder's Bid. Should a Bidder fail to enter into a contract for the Work with the Agency and/or submit other required Contract Documents to the Agency within fifteen (15) calendar days after written notice of award by the Agency, the successful Bidder's Bid Security shall be forfeited to the Agency. The Bid Security of unsuccessful Bidders will be returned by the Agency no later than sixty (60) calendar days from the date of the Agency's award of the contract to the successful Bidder.
9. Bidders must honor their Bids for a period of sixty (60) calendar days from Bid opening or such additional time as may be agreed to by and between a Bidder and the Agency. Bidders may not withdraw a Bid after Bid opening without the written approval of the Agency. Bidders who fail to honor a Bid after being awarded a contract for the Work will be deemed to have forfeited their Bid Security.
10. Before award of a contract for the Work, the Agency may request, and a Bidder will provide, any additional information and/or documents deemed necessary by the Agency to evidence that the Bidder has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of a contract for the Work.
11. Within sixty (60) calendar days following Bid opening the Agency will deliver a written announcement to each Bidder of the identity of the lowest responsive and responsible Bidder to whom the Agency intends to award a contract for the Work. The Agency reserves the right to: (i) accept or reject any or all Bids or to not award a contract for the Work; (ii) award a Bid in whole or in part or award multiple contracts for the Work; (iii) issue a new or revised Notice Inviting Sealed Bids; (iv) approve or disapprove of particular components of Work proposed to be delivered in a Bid; and (v) waive any informality or irregularity in the bidding process or in a Bid. The Agency is not responsible for costs incurred by a Bidder in preparing or submitting a Bid, including, but not limited to, responding to requests by the Agency concerning a Bidder's Bid.
12. The successful Bidder must enter into a contract for the Work with the Agency within fifteen (15) calendar days after written notice of award by the Agency is sent to (not received by) the successful Bidder together with such other documents identified in the Bidder's Checklist and not submitted previously as part of the successful Bidder's Bid. Should a successful Bidder fail to enter into a contract for the Work with the Agency and/or submit any of the documents identified in the Bidder's Checklist and not previously submitted as part of the successful Bidder's Bid, the Agency may deem the successful Bidder to have abandoned its Bid, the successful Bidder's Bid Security will be deemed forfeited to the Agency, and the Agency may award a contract for the Work to the next lowest responsive and responsible Bidder, if any.
13. The successful Bidder shall begin its Work immediately upon the issuance of a Notice to Proceed by the Agency and shall complete its Work within the time set forth in the Contract Documents.

END OF SECTION

SECTION 00102

BIDDER'S CHECKLIST

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Bid Documents

Bidders must complete and submit one (1) copy of the following documents on or before the day and time and at the location identified in the Notice Inviting Sealed Bids:

- ☐ Section 00102 – Bidder's Checklist
- ☐ Section 00103 – Bidder's Bid
- ☐ Section 00104 – Bidder's Qualifications
- ☐ Section 00105 – Material Suppliers Information
- ☐ Section 00106 – Bidder's Non-Collusion Affidavit
- ☐ All issued Addenda
- ☐ Bidder's Bid Security (one of the following):
 - ☐ Bid Bond (Section 00108)
 - ☐ Cashier's Check
 - ☐ Certified Check
 - ☐ Cash

Contract Documents (Do Not Submit Unless Bid Awarded)

The successful Bidder whose Bid is awarded a contract for the Work must complete and submit the following documents within fifteen (15) calendar days after written notice of award by the Agency is sent to (not received by) the successful Bidder:

- ☐ Section 00200 – Contract
- ☐ Section 00201 – Guaranty
- ☐ Section 00202 – Payment Bond
- ☐ Section 00203 – Performance Bond
- ☐ Section 00204 – Maintenance Bond
- ☐ Section 00205 – Contractor's Certificate Regarding Workers' Compensation Insurance
- ☐ Section 00206 – Workers' Compensation and Employer's Liability Certificate of Insurance
- ☐ Section 00207 – Liability Insurance Certificate of Insurance
- ☐ Section 00208 – Labor and Other Code Requirements

DRAFT

Dated: _____

Bidder's Legal Name

Signature of Authorized Signer for Bidder

Print Name of Authorized Signer for Bidder

Title of Authorized Signer for Bidder

END OF SECTION

DRAFT

SECTION 00103

BIDDER'S BID

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Bidder's Legal Name

Bidder's Business Address

Bidder's Telephone No.

Bidder's CA Contractor's License Class and No.

Bidder's Email

Bidder's DIR Public Works Registration No.

The above Bidder hereby submits the following Bid to furnish all labor, materials, tools, equipment, services, transportation, permits, utilities and other items reasonably necessary to satisfactorily complete the Work generally described in the Notice Inviting Sealed Bids and more specifically described in the Contract Documents.

Bidder acknowledges receipt of the following Addenda, if any:

Addenda No.

Date Addenda Issued

Bidder, by submitting its Bid, acknowledges that it has read and understood the Instructions to Bidders and will comply with the Instructions to Bidders in its submission of its Bid. Bidder's completed Bidder's Bid Form and Bidder's Subcontractor Listing are incorporated herein by reference.

Dated: _____

Bidder's Legal Name

Signature of Authorized Signer for Bidder

Print Name of Authorized Signer for Bidder

Title of Authorized Signer for Bidder

DRAFT

BIDDER'S BID FORM

Item	Quantity	Units	Description of Bid Item	Unit Bid Item Price	Total Bid Item Price
1.	1	LS	Mobilization, Demobilization, Clean-up, Bonds and Insurance	\$	\$
2.	1	LS	Storm Water Pollution Control Plan and SJVAPCD Dust Control Plan	\$	\$
3.	1	LS	Minimum of 40,000 Gallons of Water Storage at KCWA Well No. 28	\$	\$
BASIN 9 TURNOUT					
4.	1	LS	Demolition of Existing Structures	\$	\$
5.	1	LS	Project Site Earthwork	\$	\$
6.	1	LS	Construct Turnout Structure	\$	\$
7.	1	LS	Rock Slope Protection	\$	\$
8.	1	LS	Reconstruct Bike Path	\$	\$
POND 3 TURNOUT					
9.	1	LS	Project Site Earthwork	\$	\$
10.	1	LS	Construct Turnout Structure	\$	\$
11.	1	LS	Rock Slope Protection	\$	\$
Total Base Bid Price (Items 1-11)					\$
Total Base Bid Price (written in words)					

Abbreviations (as applicable)

CY	-	Cubic Yard(s)	LF	-	Lineal Foot (Feet)
EA	-	Each	LS	-	Lump Sum
SF	-	Square Feet	TN	-	Ton(s)
DAY	-	Day(s)	(F)	-	Final Pay Quantity

If a discrepancy is found between the Total Base Bid Price and/or the Total Bid Item Price and the Unit Bid Item Price, the Unit Bid Item Price will govern. If the sum of two (2) or more Total Bid Item Prices does not equal the Total Base Bid Price the individual Total Bid Item Prices will govern. If a discrepancy is found between the numerical Total Base Bid Price and the Total Base Bid Price in written words, the numerical Total Base Bid Price will govern.

DRAFT

Quantities are approximate only and are solely for the purpose of facilitating the comparison of Bids. Contractor's compensation will be based upon actual quantities incorporated into the Work. The Agency reserves the right to increase, decrease, or omit all quantities.

Bids are inclusive of city, county, state and federal sales, use and other taxes and assessments of every kind and nature.

[INTENTIONALLY LEFT BLANK]

BIDDER'S SUBCONTRACTOR LISTING

Pursuant to Public Contract Code section 4104, Bidder shall identify the name, business address, California contractor's license number, and DIR public works registration number of each subcontractor who will perform work or labor or render services to Bidder for the Work or who will specially fabricate and install a portion of the Work under contract with the Bidder, in an amount in excess of one-half of one percent (0.5%) of the Bidder's Base Bid Price or, in the case of Bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of Bidder's Base Bid Price or Ten Thousand Dollars (\$10,000), whichever is greater. Attach additional sheets as necessary.

1.	Subcontractor		Address	
	CA License No.	DIR Registration No.	% Total Base Bid Price	
2.	Subcontractor		Address	
	CA License No.	DIR Registration No.	% Total Base Bid Price	
3.	Subcontractor		Address	
	CA License No.	DIR Registration No.	% Total Base Bid Price	
4.	Subcontractor		Address	
	CA License No.	DIR Registration No.	% Total Base Bid Price	
5.	Subcontractor		Address	
	CA License No.	DIR Registration No.	% Total Base Bid Price	
6.	Subcontractor		Address	
	CA License No.	DIR Registration No.	% Total Base Bid Price	

DRAFT

ACKNOWLEDGMENT

[May Use Self-Prepared Acknowledgment Complying with Civil Code Section 1189]

State of _____)

County of _____)

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.

On _____ before me _____ personally
appeared _____, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) 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 this 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.

(Notary Seal)

Notary Signature

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 00104

BIDDER'S QUALIFICATIONS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Bidder's Legal Name

ENTITY INFORMATION

1. **Bidder's entity form** (check one):

- ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Limited Liability Company ☐ Joint Venture (JV)

2. **Date of formation of Bidder** (e.g., date of incorporation if a corporation):

--

3. **Bidder's jurisdiction of formation** (e.g., state of incorporation if a corporation):

4. **Is bidder a subsidiary of another company? If so, please identify parent company(ies):**

Legal Name of Parent Company(ies)

Attach additional pages as necessary referencing "Bidder Qualification Questionnaire" and question no.

5. **If Bidder is a Partnership, please identify the partners of the Partnership and percentage ownership interest of each partner in the Partnership:**

Legal Name of Partner	% Ownership Interest

Attach additional pages as necessary referencing "Bidder Qualification Questionnaire" and question no.

DRAFT

6. **If Bidder is a JV, please identify the members of the JV and the percentage ownership interest of each member in the JV:**

Legal Name of JV Member	% Ownership Interest

Attach additional pages as necessary referencing "Bidder Qualification Questionnaire" and question no.

LICENSES

7. **Please identify all licenses, registrations, certifications held by the Bidder applicable to the Work proposed to be performed and/or Goods proposed to be furnished:**

Issuing Entity	License, Reg., Cert. No.	Expiration Date

8. **Has any license, registration or certification held by Bidder, whether or not applicable to the Work proposed to be performed and/or Goods proposed to be furnished, ever been suspended, revoked, or has Bidder ever been subject to discipline by the entity issuing the license, registration or certification:**

- ☐ No
- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder Qualification Questionnaire" and question no.

SOLVENCY AND CLAIMS

9. **At any time during the last five (5) years has:**

Bankruptcy: Bidder ever been in bankruptcy, whether such bankruptcy was voluntary or involuntary, and whether brought under Chapter 7, 11, 12, or 13 of the U.S. Bankruptcy Code?

- ☐ No
- ☐ Yes. If answering "Yes," please attach copy of bankruptcy petition.

Public Works: Bidder ever been debarred, disqualified, removed, terminated, or otherwise prevented from bidding on or completing any public entity contract?

- ☐ No
- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Bids: Bidder ever been denied an award of a public entity contract based on a finding by a public entity that Bidder was not a responsive or responsible bidder?

- ☐ No
- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Liquidated Damages: Bidder ever paid liquidated damages assessed under a public entity contract, whether paid directly to the public entity or applied as a set-off against money by a public entity?

- ☐ No
- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Bonds: A surety of Bidder on a public entity contract ever made payment on behalf of Bidder to satisfy any claims made against a performance or payment bond issued by such surety on behalf of Bidder?

- ☐ No
- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Health and Safety: The U.S. Occupational Safety and Health Administration (OSHA) or the California Occupational Safety and Health Administration (Cal OSHA) ever cited and assessed penalties against Bidder for any "serious," "willful," or "repeated" violations of safety or health laws or regulations?

- ☐ No
- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Environmental: The U.S. Environmental Protection Agency (EPA), any Air Quality Management District, or any Regional Water Quality Control Board ever cited and assessed penalties against Bidder for violation of environmental, air quality, or water quality laws or regulations?

- ☐ No
- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Labor: The U.S. Labor Department, the California Labor Commissioner, or California Department of Industrial Relations ever order Bidder to pay back wages and/or assess penalties for failure to pay prevailing wages, to utilize apprentices, to pay overtime, to provide meal or rest breaks, or for failure to utilize a skilled and trained workforce?

- ☐ No

DRAFT

- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

False Claims: Bidder, or any of its officers, directors, members, managers, partners, or owners ever been found liable in a civil lawsuit or found guilty in a criminal action for making any false claim or material misrepresentation to a public entity?

- ☐ No
- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Fraud: Bidder, or any of its officers, directors, members, managers, partners, or owners ever been convicted of a federal or state crime of fraud, theft, or act of dishonesty?

- ☐ No
- ☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

PUBLIC ENTITY CONTRACTS

10. Please provide the following information for a minimum of three (3) and maximum of five (5) closely-related public entity contracts for Work Bidder has completed within the last five (5) years. Bidder may, in lieu of providing the following information, provide a list of qualifications provided that such list of qualifications includes the information requested below:

Date of Contract:		Amt. of Contract:	
Name of Public Entity:			
Address of Public Entity:			
Public Entity Contact(s)	Title	Telephone	Email
Description of Contract:			
Date of Contract:		Amt. of Contract:	
Name of Public Entity:			
Address of Public Entity:			
Public Entity Contact(s)	Title	Telephone	Email

DRAFT

Description of Contract:			

Date of Contract:		Amt. of Contract:	
Name of Public Entity:			
Address of Public Entity:			
Public Entity Contact(s)	Title	Telephone	Email
Description of Contract:			

Date of Contract:		Amt. of Contract:	
Name of Public Entity:			
Address of Public Entity:			
Public Entity Contact(s)	Title	Telephone	Email
Description of Contract:			

Date of Contract:		Amt. of Contract:	
Name of Public Entity:			
Address of Public Entity:			
Public Entity Contact(s)	Title	Telephone	Email
Description of Contract:			

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

Dated: _____

Bidder's Legal Name

DRAFT

Signature of Authorized Signer for Bidder

Print Name of Authorized Signer for Bidder

Title of Authorized Signer for Bidder

END OF SECTION

SECTION 00105

MATERIAL SUPPLIERS INFORMATION

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. Turnout Structure	
2. HDPE Pipe	
3. Rock Slope Protection	
4. Concrete Ready Mix	
5. Aluminum Slide Gates	
6. Gear Drive	
7. Hot Mix Asphalt (HMA) Supplier	
8.	
9.	
10.	

Award of a Contract does not imply approval by the Agency of the manufacturers or suppliers identified by a Bidder in this Material Suppliers Information. No substitution by a Bidder is permitted unless the equipment or material of a manufacturer or supplier does not meet the specifications of the Contract Documents.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 00106

BIDDER'S NON-COLLUSION AFFIDAVIT

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
PUBLIC CONTRACT CODE §7106**

The undersigned declares:

I am the _____ of _____, the
Title of Person Signing Affidavit Legal Name of Bidder
party making the foregoing bid.

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

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

[INTENTIONALLY LEFT BLANK]

DRAFT

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

State

Signature of Authorized Signer for Bidder

Print Name of Authorized Signer for Bidder

END OF SECTION

DRAFT

SECTION 00108

BID BOND

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, as

Principal, and _____, a surety

duly licensed to issue bonds in the State of California, as Surety, jointly and severally bind ourselves, our successors and assigns to:

KERN COUNTY WATER AGENCY

(Agency), in the penal sum representing ten percent (10%) of Principal's bid (Bid) with respect to the following described project:

NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT

If Principal's Bid is accepted and if Principal executes and delivers a contract in the amount of its Bid and furnishes such other documents within the time, in the manner, and in the forms set forth in Agency's Contract Documents, then this obligation shall be deemed null and void, otherwise it shall remain in full force and effect.

Forfeiture of this Bid Bond, or any deposit made in lieu thereof, shall not be construed as a waiver by the Agency of any other remedies provided under law to recover for losses sustained as a result of Principal's failure to perform any obligations under this Bid Bond.

Principal and Surety agree that if Agency deems it necessary to engage the services of legal counsel with respect to enforcement of Agency's rights and Principal and Surety's obligations under this Bid Bond, Principal and Surety shall pay Agency's attorney's fees and costs whether legal proceedings are instituted or not.

IN WITNESS WHEREOF, Principal and Surety cause these presents to be duly signed as of the date set forth below.

Date: _____

Principal's Legal Name

Signature of Authorized Signer for Principal

Print Name of Authorized Signer for Principal

DRAFT

Title of Authorized Signer for Principal

**[ATTACH ACKNOWLEDGEMENT FOR AUTHORIZED SIGNER FOR PRINCIPAL COMPLYING WITH
CIVIL CODE SECTION 1189]**

Surety's Legal Name

Signature of Authorized Signer for Surety

Print Name of Authorized Signer for Surety

Title of Authorized Signer for Surety

**[ATTACH ACKNOWLEDGEMENT COMPLYING WITH CIVIL CODE SECTION 1189 AND CERTIFIED
COPY OF POWER OF ATTORNEY FOR SIGNER FOR SURETY]**

Claims under Bid Bond may be addressed to:

Surety's Agent for Service of Process in
California:

Surety's Legal Name

Name of Agent for Service of Process

Surety's Address

Agent's Address

City, State and Zip

City, State and Zip

Telephone

Telephone

[INTENTIONALLY LEFT BLANK]

DRAFT

ACKNOWLEDGEMENT

[May Use Self-Prepared Acknowledgement Complying with Civil Code Section 1189]

State of _____)

County of _____)

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.

On _____ before me _____ personally
appeared _____, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) 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 this 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.

(Notary Seal)

Notary Signature

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 00200

CONTRACT

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

CONTRACT

THIS CONTRACT (Contract) is entered into at Bakersfield, California by and between the

KERN COUNTY WATER AGENCY

(Agency), a California public entity, and

(Contractor), a ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Joint Venture ☐ Sole

Proprietorship formed in _____ Agency and

Contractor are collectively referred to as "Parties" and individually as "Party." Agency and Contractor agree as follows:

1. **Scope of Contract.** Contractor agrees to furnish all labor, materials, tools, equipment, services, transportation, permits, utilities and other items reasonably necessary to satisfactorily complete the Work generally described in the Notice Inviting Sealed Bids in strict conformance with the Contract Documents and in accordance with all applicable federal, state and local laws, regulations and ordinances applicable to the Work.

2. **Contract Time.** The Work shall be completed within the time(s) set forth in Section 00810 Special Provisions subject to adjustment as provided in the Contract Documents. Time is of the essence under the Contract and forfeiture due to delay will be assessed as set forth in the Contract Documents.

3. **Contract Price.** Agency shall pay Contractor the sums set forth in Contractor's Bid at the times and in the manner set forth in Section 00700 General Conditions subject to adjustment as provided in the Contract Documents.

4. **Public Contract.** Agency is a public agency in the State of California. Contractor agrees to comply with all federal, state and local laws, regulations and ordinances applicable to the Work including, but not limited to, applicable sections of the Public Contracts Code, Labor Code, Business & Professions Code, Civil Code, Code of Civil Procedure, and Unemployment Insurance Code.

5. **Contract Documents.** The Contract Documents applicable to this Contract include the Bid and Contract Documents (Division 00), General Requirements (Division 01), Site Construction Specifications (Divisions 02-16), Contract Drawings (Appendix A), Appendices, Addendum, Change Directives and Change Orders, all of which are incorporated herein by reference.

6. **Compliance With Laws.** Contractor shall comply with all federal, state and local laws, regulations and guidance with respect to its Work, including health and safety and other requirements of the Agency.

7. **Entire Agreement.** The Contract Documents constitute the entire contract between the Parties, supersede all prior or contemporaneous oral or written agreements between the Parties with respect to the Work, and with the exception of change directives and minor changes in the Work, may only

DRAFT

be amended by an instrument in writing executed by the Parties.

8. **Construction.** The Contract Documents shall not be construed against any of the Parties and any rule constructing contract ambiguities against the party drafting a contract shall be inapplicable. Should any provision in the Contract Documents be found to be invalid or unenforceable, such invalid or unenforceable provision shall not affect the validity or enforceability of any other provisions contained in the Contract Documents.

9. **Authority.** By executing this Contract, the Parties represent that they are authorized to execute the Contract and that the persons executing the Contract on their behalf have the authority and capacity to do so. The Contract may be executed in counterparts, a facsimile of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

Dated: _____

Contractor's Legal Name

Signature of Authorized Signer for Contractor

Print Name of Authorized Signer for Contractor

Title of Authorized Signer for Contractor

**[ATTACH NOTARIZED ACKNOWLEDGMENT FOR AUTHORIZED SIGNER FOR CONTRACTOR
COMPLYING WITH CIVIL CODE SECTION 1189]**

This Contract is executed on behalf of the Agency pursuant to the authority granted by its Governing
Body in session on _____.

Dated: _____

KERN COUNTY WATER AGENCY

Signature of Authorized Signer for Agency

Print Name of Authorized Signer for Agency

Title of Authorized Signer for Agency

Approved by:

Attorney for Agency

ACKNOWLEDGMENT

[May Use Self-Prepared Acknowledgment Complying with Civil Code Section 1189]

State of _____)

County of _____)

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.

On _____ before me _____ personally
appeared _____, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) 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 this 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.

(Notary Seal)

Notary Signature

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 00201

GUARANTY

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

GUARANTY

Contractor guarantees that its Work shall be free of defects for a period of one (1) year following completion and acceptance of the Work by Agency. Should any of the materials, equipment, or workmanship furnished by Contractor prove to be defective in any matter, Contractor agrees to immediately correct or replace such materials, equipment, or work without cost to the Agency, or, at the discretion of Agency, immediately reimburse Agency for its costs incurred in correcting or replacing such materials, equipment, or work.

Should Contractor correct or replace such materials, equipment, or work, this guarantee shall extend for an additional period of one (1) year for the materials, equipment, or work corrected or replaced.

Should Contractor fail or refuse to comply with its obligations under this guaranty, Agency shall be entitled to recover all costs and expenses, including attorneys' fees and expert costs, incurred by reason of Contractor's failure or refusal to comply with its obligations under this Guaranty, including, but not limited to, a claim against Contractor's Maintenance Bond. Nothing contained in this Guaranty shall be deemed to limit any other rights or remedies of the Agency under the Contract Documents or as a matter of law including, but not limited to, a claim for patent defects under Code of Civil Procedure section 337.1 or latent defects under Code of Civil Procedure section 337.15.

Dated: _____

Contractor's Legal Name

Signature of Authorized Signer for Contractor

Print Name of Authorized Signer for Contractor

Title of Authorized Signer for Contractor

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

DRAFT

SECTION 00202

PAYMENT BOND

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, as
Principal, and _____, a surety
duly licensed to issue bonds in the State of California, as Surety, jointly and severally bind ourselves, our
successors and assigns to:

KERN COUNTY WATER AGENCY

(Agency) in the penal sum of _____

Dollars (\$_____) with respect to the following described project:

NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT

If Principal or any of its subcontractors fails to pay any of the persons or amounts set forth in Civil Code section 9554, with respect to work or labor performed under the Contract or pursuant to Section 00201 Guaranty, then Surety shall pay the same in an amount not exceeding the sum specified above, including, in the event suit is brought upon this bond, such reasonable attorney's fees as fixed by the court pursuant to Civil Code section 9564.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed thereunder, or the Plans and Specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should Agency become a party to any action on this bond that, each will also pay Agency's attorney's fees and costs whether legal proceedings are instituted or not.

IN WITNESS WHEREOF, Principal and Surety cause these presents to be duly signed as of the date set forth below.

Date: _____

Principal's Legal Name

Signature of Authorized Signer for Principal

Print Name of Authorized Signer for Principal

Title of Authorized Signer for Principal

DRAFT

**[ATTACH NOTARIZED ACKNOWLEDGMENT FOR AUTHORIZED SIGNER FOR PRINCIPAL
COMPLYING WITH CIVIL CODE SECTION 1189]**

Surety's Legal Name

Signature of Authorized Signer for Surety

Print Name of Authorized Signer for Surety

Title of Authorized Signer for Surety

**[ATTACH NOTARIZED ACKNOWLEDGMENT COMPLYING WITH CIVIL CODE SECTION 1189 AND
CERTIFIED COPY OF POWER OF ATTORNEY FOR SIGNER FOR SURETY]**

Claims under Payment Bond may be
addressed to:

Surety's Agent for Service of Process in
California:

Surety's Legal Name

Name of Agent for Service of Process

Surety's Address

Agent's Address

City, State and Zip

City, State and Zip

Telephone

Telephone

[INTENTIONALLY LEFT BLANK]

DRAFT

ACKNOWLEDGMENT

[May Use Self-Prepared Acknowledgement Complying with Civil Code Section 1189]

State of _____)

County of _____)

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.

On _____ before me _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 this 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.

(Notary Seal)

Notary Signature

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

DRAFT

SECTION 00203

PERFORMANCE BOND

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, as
Principal, and _____, a surety
duly licensed to issue bonds in the State of California, as Surety, jointly and severally bind ourselves, our
successors and assigns to:

KERN COUNTY WATER AGENCY

(Agency) in the penal sum of _____

Dollars (\$_____) with respect to the following described project:

NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT

Upon Principal's full and faithful performance of its obligations under the Contract and Section 00201
Guaranty, then this obligation shall be deemed null and void, otherwise it shall remain full and effect.

Forfeiture of this Performance Bond shall not be construed as a waiver by Agency of any other remedies
provided under law to recover for losses sustained as a result of Principal's failure to perform any obligations
under this Performance Bond.

Principal and Surety agree that if Agency deems it necessary to engage the services of legal counsel with
respect to enforcement of Agency's rights and Principal and Surety's obligations under this Performance
Bond, Principal and Surety shall pay Agency's attorneys' fees and costs whether legal proceedings are
instituted or not.

IN WITNESS WHEREOF, Principal and Surety cause these presents to be duly signed as of the date set
forth below.

Date: _____

Principal's Legal Name

Signature of Authorized Signer for Principal

Print Name of Authorized Signer for Principal

Title of Authorized Signer for Principal

DRAFT

**[ATTACH NOTARIZED ACKNOWLEDGMENT FOR AUTHORIZED SIGNER FOR PRINCIPAL
COMPLYING WITH CIVIL CODE SECTION 1189]**

Surety's Legal Name

Signature of Authorized Signer for Surety

Print Name of Authorized Signer for Surety

Title of Authorized Signer for Surety

**[ATTACH NOTARIZED ACKNOWLEDGMENT COMPLYING WITH CIVIL CODE SECTION 1189 AND
CERTIFIED COPY OF POWER OF ATTORNEY FOR SIGNER FOR SURETY]**

Claims under Performance Bond may be
addressed to:

Surety's Agent for Service of Process in
California:

Surety's Legal Name

Name of Agent for Service of Process

Surety's Address

Agent's Address

City, State and Zip

City, State and Zip

Telephone

Telephone

[INTENTIONALLY LEFT BLANK]

DRAFT

ACKNOWLEDGMENT

[May Use Self-Prepared Acknowledgment Complying with Civil Code Section 1189]

State of _____)

County of _____)

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.

On _____ before me _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 this 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.

(Notary Seal)

Notary Signature

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

DRAFT

SECTION 00204

MAINTENANCE BOND

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, as
Principal, and _____, a surety
duly licensed to issue bonds in the State of California, as Surety, jointly and severally bind ourselves, our
successors and assigns to:

KERN COUNTY WATER AGENCY

(Agency) in the penal sum representing five percent (5%) of Principal's bid with respect to the following
described project:

NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT

Upon Principal's full and faithful performance of its obligations under the Contract and upon expiration of
its obligations under Section 00201 Guaranty, then this obligation shall be deemed null and void, otherwise
it shall remain full and effect.

Forfeiture of this Maintenance Bond shall not be construed as a waiver by Agency of any other remedies
provided under law to recover for losses sustained as a result of Principal's failure to perform any obligations
under this Maintenance Bond.

Principal and Surety agree that if Agency deems it necessary to engage the services of legal counsel with
respect to enforcement of Agency's rights and Principal and Surety's obligations under this Maintenance
Bond, Principal and Surety shall pay Agency's attorney's fees and costs whether legal proceedings are
instituted or not.

IN WITNESS WHEREOF, Principal and Surety cause these presents to be duly signed as of the date set
forth below.

Date: _____

Principal's Legal Name

Signature of Authorized Signer for Principal

Print Name of Authorized Signer for Principal

Title of Authorized Signer for Principal

DRAFT

**[ATTACH NOTARIZED ACKNOWLEDGMENT FOR AUTHORIZED SIGNER FOR PRINCIPAL
COMPLYING WITH CIVIL CODE SECTION 1189]**

Surety's Legal Name

Signature of Authorized Signer for Surety

Print Name of Authorized Signer for Surety

Title of Authorized Signer for Surety

**[ATTACH NOTARIZED ACKNOWLEDGMENT COMPLYING WITH CIVIL CODE SECTION 1189 AND
CERTIFIED COPY OF POWER OF ATTORNEY FOR SIGNER FOR SURETY]**

Claims under Maintenance Bond may be
addressed to:

Surety's Agent for Service of Process in
California:

Surety's Legal Name

Name of Agent for Service of Process

Surety's Address

Agent's Address

City, State and Zip

City, State and Zip

Telephone

Telephone

[INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT

[May Use Self-Prepared Acknowledgment Complying with Civil Code Section 1189]

State of _____)

County of _____)

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.

On _____ before me _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 this 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.

(Notary Seal)

Notary Signature

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 00205

CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION INSURANCE

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Pursuant to Labor Code sections 1860 and 1861, every contractor is required to secure the payment of compensation to his or her employees pursuant to Labor Code section 3700 which provides as follows:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California.

(Amended by Stats. 2002, Ch. 905, Sec. 10. Effective January 1, 2003.)

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.

Dated: _____

Contractor's Legal Name

Signature of Authorized Signer for Contractor

Print Name of Authorized Signer for Contractor

DRAFT

Title of Authorized Signer for Contractor

END OF SECTION

SECTION 00206

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY CERTIFICATE OF INSURANCE

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Contractor certifies that it has obtained and will maintain during performance of its Work the following workers' compensation insurance and employer's liability insurance policies in accordance with the Contract Documents:

Workers' Compensation:

Per Statute

Name of Insurance Company	Name of Insured
Policy No.	Expiration Date of Policy
Address Where Claims May Be Sent to Insurance Company	Address of Insurance Company's Agent for Service of Process

Employers' Liability (minimum):

\$1,000,000 Each Accident

\$1,000,000 Disease – Each Employee

\$1,000,000 Disease – Policy Limit

Name of Insurance Company	Name of Insured
Policy No.	Expiration Date of Policy
Address Where Claims May Be Sent to Insurance Company	Address of Insurance Company's Agent for Service of Process

Contractor's insurance shall be with admitted insurance carriers in the State of California having a rating of

DRAFT

not less than A-VIII from A.M. Best & Co.

Contractor shall obtain its insurance prior to beginning its Work and shall maintain its insurance until the expiration of the statute of limitations by which claims may be made against such insurance.

Contractor shall ensure by contract or otherwise that its insurance carriers provide the Agency with no less than thirty (30) calendar days written notice (ten (10) calendar days for non-payment of premiums) of the cancellation, non-renewal, or expiration of insurance.

Contractor's insurance shall be primary and the Agency's insurance shall be non-contributory to any claim to which the insurance applies. Contractor's insurance shall be endorsed to show primary status and shall include a cross-liability endorsement, severability of interests clause and waiver of rights of subrogation by Contractor's insurance company against Agency.

With the exception of material suppliers and equipment lessors, Contractor shall require that its subcontractors obtain and maintain the same types and amounts of insurance (as well as name the same additional insureds) as Contractor is required under the Contract Documents.

An Acord certificate evidencing that Contractor has obtained insurance meeting the requirements of this Section 00206 may be submitted in lieu of completing the information above. However, Contractor is still required to complete and sign below.

Dated: _____

Contractor's Legal Name

Signature of Authorized Signer for Contractor

Print Name of Authorized Signer for Contractor

Title of Authorized Signer for Contractor

END OF SECTION

SECTION 00207**LIABILITY INSURANCE CERTIFICATE OF INSURANCE**

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Contractor certifies that it has obtained and will maintain during performance of its Work the following liability insurance policies in accordance with the Contract Documents:

Commercial General Liability (minimum):

\$1,000,000 Each Occurrence

\$10,000 Medical Expenses (Any One Person)

\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products – Completed Operations Aggregate

Name of Insurance Company	Name of Insured
Policy No.	Expiration Date of Policy
Address Where Claims May Be Sent to Insurance Company	Address of Insurance Company's Agent for Service of Process

Automobile Liability Insurance (minimum):

\$1,000,000 Combined Single Limit

\$1,000,000 Bodily Injury (Per Person)

\$1,000,000 Bodily Injury (Per Accident)

\$1,000,000 Property Damage (Per Accident)

Name of Insurance Company	Name of Insured
Policy No.	Expiration Date of Policy

DRAFT

Address Where Claims May Be Sent to Insurance Company	Address of Insurance Company's Agent for Service of Process

Excess Liability (minimum):

\$None Each Occurrence

\$None Aggregate

Name of Insurance Company	Name of Insured
Policy No.	Expiration Date of Policy
Address Where Claims May Be Sent to Insurance Company	Address of Insurance Company's Agent for Service of Process

Contractor's commercial general liability insurance and excess liability insurance shall be endorsed with an endorsement on a form no less broad than ISO CG 20 10 11 85 or both CG 20 01 10 10 01 and CG 20 37 10 01 naming the Kern County Water Agency, its governing body, officers, employees and agents as additional insureds.

Contractor's insurance shall be with admitted insurance carriers in the State of California having a rating of not less than A-VIII from A.M. Best & Co.

Contractor shall obtain its insurance prior to beginning its Work and shall maintain its insurance until the expiration of the statute of limitations by which claims may be made against such insurance.

Contractor shall ensure by contract or otherwise that its insurance carriers provide the Agency with no less than thirty (30) calendar days written notice (ten (10) calendar days for non-payment of premiums) of the cancellation, non-renewal, or expiration of insurance.

Contractor's insurance shall be primary and the Agency's insurance shall be non-contributory to any claim to which the insurance applies. Contractor's insurance shall be endorsed to show primary status and shall include a cross-liability endorsement, severability of interests clause and waiver of rights of subrogation by Contractor's insurance company against Agency.

With the exception of material suppliers and equipment lessors, Contractor shall require that its subcontractors obtain and maintain the same types and amounts of insurance (as well as name the same

DRAFT

additional insureds) as Contractor is required under the Contract Documents.

An Acor certificate evidencing that Contractor has obtained insurance meeting the requirements of this Section 00207 may be submitted in lieu of completing the information above. However, Contractor is still required to complete and sign below.

Dated: _____

Contractor's Legal Name

Signature of Authorized Signer for Contractor

Print Name of Authorized Signer for Contractor

Title of Authorized Signer for Contractor

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 00208

LABOR AND OTHER CODE REQUIREMENTS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Contractor acknowledges that Agency is a public agency in the State of California and agrees to comply with all federal, state and local laws, regulations and ordinances applicable to the Work, including, but not limited to, the following non-exhaustive list of state of requirements:

1. State Wage Rate Provisions

Pursuant to Labor Code sections 1720 *et seq.* and 1770 *et seq.*, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of Department of Industrial Relations. Prevailing wage schedules for Kern County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at www.dir.ca.gov. A prevailing wage scale is also on file in the office of the Agency and copies may be obtained upon request. Should Contractor intend to use a craft or classification not shown on the prevailing rate determinations, Contractor may be required to pay the rate of the craft or classification most closely related to it.

2. Labor Code Section 1725.5 Contractor Registration Requirements and Criteria

A contractor shall be registered pursuant to this section to be qualified to be awarded contracts for, or engage in the performance of, any work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any work on projects or developments where a statute or regulation requires registration pursuant to this section. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The director may establish and adjust annual registration and renewal fees by publishing the fees on the department's internet website. The initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) A contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable registration or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage and skilled and trained workforce requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not been awarded contracts for, or engaged in the performance of, work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or where a statute or regulation requires registration pursuant to this section without being lawfully registered in accordance with this section, within the preceding 12 months, and also has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with Section 1725.5, within the preceding 12 months. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from engaging in the performance of any work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 6513.16 of the Government Code or any work on projects or developments where a statute or regulation requires registration pursuant to this section until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) A contractor that has paid the registration or renewal fee and registered under Section 1725.5 shall not pay the registration or renewal fee required under paragraph (1) of subdivision (a) to register as a contractor under this section.

(e) Pending the issuance of new rules and regulations to implement this section, Sections 16410 to 16418, inclusive, of Title 8 of the California Code of Regulations shall apply.

(f) This section shall remain in effect only until July 1, 2026, and as of that date is repealed.

(Amended (as added by Stats. 2023, Ch. 39, Sec. 25) by Stats. 2024, Ch. 52, Sec. 23. (AB 171) Effective July 2, 2024. Repealed as of July 1, 2026, by its own provisions. See later operative version, as amended by Sec. 24 of Stats. 2024, Ch. 52.)

1. Labor Code Section 1725.6 Contractor Registration Requirements and Criteria

A contractor shall be registered pursuant to this section to be qualified to be awarded contracts for, or engage in the performance of, any work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any work on projects

DRAFT

or developments where a statute or regulation requires registration pursuant to this section. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The director may establish and adjust annual registration and renewal fees by publishing the fees on the department’s internet website. The initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) A contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable registration or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers’ compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage and skilled and trained workforce requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers’ compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not been awarded contracts for, or engaged in the performance of, work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or where a statute or regulation requires registration pursuant to this section without being lawfully registered in accordance with this section, within the preceding 12 months, and also has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with Section 1725.5, within the preceding 12 months. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from engaging in the performance of any work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 6513.16 of the Government Code or any work on projects or developments where a statute or regulation requires registration pursuant to this section until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) A contractor that has paid the registration or renewal fee and registered under Section 1725.5 shall not pay the registration or renewal fee required under paragraph (1) of subdivision (a) to register as a contractor under this section.

(e) Pending the issuance of new rules and regulations to implement this section, Sections 16410 to 16418, inclusive, of Title 8 of the California Code of Regulations shall apply.

(f) This section shall remain in effect only until July 1, 2026, and as of that date is repealed.

(Amended (as added by Stats. 2023, Ch. 39, Sec. 25) by Stats. 2024, Ch. 52, Sec. 23. (AB 171) Effective July 2, 2024. Repealed as of July 1, 2026, by its own provisions. See later operative version, as amended by Sec. 24 of Stats. 2024, Ch. 52.)

2. Labor Code Section 1771.1

Registration as a Condition to Bid or Work on Public Works Projects

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

DRAFT

(e) The department shall maintain on its internet website a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or their designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or their designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first-class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon them pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

(o) Awarding authorities shall annually submit to the Department of Industrial Relations' electronic project registration database a list of contractors that are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project, pursuant to local debarment or suspension processes. The electronic database list shall contain the name of the contractor, the Contractors State License Board license number of the contractor, the specific jurisdiction where the debarment or suspension applies, and the effective period of debarment or suspension of the contractor. The electronic database list shall be updated at least annually. The department shall make the lists provided by awarding authorities available to the public through its project registration database, but shall have no responsibility for verifying or ensuring the accuracy of the information provided by awarding authorities, and shall have no liability in any respect with regard to such lists.

(Amended by Stats. 2023, Ch. 465, Sec. 1. (AB 1121) Effective January 1, 2024.)

3. Labor Code Section 1771.15 Registration as a Condition of Award of Contract for or Work on Public Works Projects

(a) A contractor or subcontractor shall not be qualified to be awarded contracts for, or engage in the performance of, any work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6, unless currently registered and qualified to perform work pursuant to Section 1725.6.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and contracts for any work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or for any work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform work pursuant to Section 1725.6.

(c) The department shall maintain on its internet website a list of contractors who are currently registered to perform work pursuant to Section 1725.6.

(d) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or a contract for work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6 shall not be unlawful, void, or voidable solely due to the failure of the developer, development proponent, contractor, or any subcontractor to comply with the requirements of Section 1725.6 or this section.

(e) If the Labor Commissioner or their designee determines that a contractor or subcontractor engaged in the performance of any a contract for work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6 without having been registered in accordance with Section 1725.6, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.6.

(f) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any work in violation of the requirements of Section 1725.6 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter and of the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code and the statutes that require registration pursuant to Section 1725.6 and include prevailing wage or skilled and trained workforce requirements.

(3) A higher tiered contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.6 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered contractor or subcontractor pursuant to paragraph (1). A higher tiered contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(g) The Labor Commissioner or their designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (e) and paragraph (1) of subdivision (f). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(h) (1) Where a contractor or subcontractor engages in the performance of any contract for work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any contract for work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6 without having been registered in violation of the requirements of Section 1725.6 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on the project or development until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the project or development.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the project or development and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors State License Board, the address of the site of the project or development.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(i) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon them pursuant to this subdivision is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days, by a fine not exceeding ten thousand dollars (\$10,000), or both.

(j) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(Amended by Stats. 2024, Ch. 52, Sec. 25. (AB 171) Effective July 2, 2024.)

4. Labor Code Section 1771.4 Project Compliance Monitoring

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) (A) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(i) At least monthly or more frequently if specified in the contract with the awarding body. For purposes of this clause, "monthly" means that a submission of records shall be made at least once every 30 days while work is being performed on the project and within 30 days after the final day of work performed on the project.

(ii) In an electronic format, in the manner prescribed by the Labor Commissioner, on the department's internet website.

(B) A contractor or subcontractor who fails to furnish records pursuant to subparagraph (A), relating to its employees, shall be subject to a penalty by the Labor Commissioner of one hundred dollars (\$100) per each day in which the party was in violation of subparagraph (A), not to exceed a total penalty of five thousand dollars (\$5,000) per project. Penalties received pursuant to this paragraph shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(C) The Labor Commissioner shall not levy a penalty pursuant to subparagraph (B) until a contractor or subcontractor fails to furnish the records pursuant to subparagraph (A) 14 days after the requirement set forth in clause (i) of subparagraph (A).

(D) Penalties pursuant to subparagraph (B) may only accrue to the actual contractor or subcontractor who failed to furnish the records pursuant to subparagraph (A).

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

(e) (1) No later than July 1, 2024, the department shall develop and implement an online database of electronic certified payroll records submitted pursuant to this section.

(2) The online database created pursuant to paragraph (1) shall only be accessible to multiemployer Taft-Hartley trust funds (29 U.S.C. Sec. 186(c)) and joint labor-management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a).

(3) Electronic certified payroll records included in the online database created pursuant to paragraph (1) shall only contain nonredacted information pursuant to subdivision (e) of Section 1776 that may be provided to multiemployer Taft-Hartley trust funds (29 U.S.C. Sec. 186(c)) and joint labor-management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) under applicable law.

(Amended by Stats. 2023, Ch. 131, Sec. 139. (AB 1754) Effective January 1, 2024.)

5. Labor Code Section 1773 Prevailing Wage Rate

The body awarding any contract for public work, or otherwise undertaking any public work, shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. The holidays upon which those rates shall be paid need not be specified by the awarding body, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

In determining the rates, the Director of Industrial Relations shall ascertain and consider the applicable wage rates established by collective bargaining agreements and the rates that may have been predetermined for federal public works, within the locality and in the nearest labor market area. Where the rates do not constitute the rates actually prevailing in the locality, the director shall obtain and consider further data from the labor organizations and employers or employer associations concerned, including the recognized collective bargaining representatives for the particular craft, classification, or type of work involved. The rate fixed for each craft, classification, or type of work shall be not less than the prevailing rate paid in the craft, classification, or type of work.

If the director determines that the rate of prevailing wage for any craft, classification, or type of worker is the rate established by a collective bargaining agreement, the director may adopt that rate by reference as provided for in the collective bargaining agreement and that determination shall be effective for the life of the agreement or until the director determines that another rate should be adopted.

(Amended by Stats. 1999, Ch. 30, Sec. 1. Effective January 1, 2000.)

Note Regarding Prevailing Wage Rates:

Copies of the prevailing rate of per diem wages are on file at the Agency's principal office and shall be made available to any interested party on request. The Contractor shall cause a copy of the Director of Department of Industrial Relation's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid and will not under any circumstances be considered as

the basis of claim against the awarding body. In accordance with Labor Code section 1774, the Contractor to whom the contract is awarded, and any under subcontractor under the Contractor, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract. In accordance with Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Department of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided under Labor Code section 1775(b), by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Labor Commissioner based on the factors set forth in Labor Code section 1775. In addition to such penalty, the difference between such prevailing wage rates and the amount paid to each workman for each day or portion thereof for each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Note Regarding Davis-Bacon Wages:

Minimum Wage Rates, as predetermined by the Secretary of Labor, are set forth in the Special Provisions. Pursuant to Labor Code section 1770, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations.

If there is a difference between the minimum wage rates determined by the Secretary of Labor and the prevailing wage rates determined by the Director of Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

6. Labor Code Section 1774 Payment of Prevailing Wages

The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

(Enacted by Stats. 1937, Ch. 90.)

7. Labor Code Section 1775 Penalties for Failure to Pay Prevailing Wages

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

(Amended by Stats. 2011, Ch. 677, Sec. 1. Effective January 1, 2012.)

8. Labor Code Section 1776 Complete Payroll Records; Certified and Available

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week,

DRAFT

and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by that person's employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) (1) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(2) Copies of electronic certified payroll records shall not satisfy payroll records requests made by Taft-Hartley trust funds and joint labor-management committees. Any copy of records requested by, and made available for inspection by or furnished to, a Taft-Hartley trust fund or joint labor-management committee shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, the contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(Amended by Stats. 2023, Ch. 806, Sec. 1. (AB 587) Effective January 1, 2024.)

9. Labor Code Section 1777.5 Employment of Properly Registered Apprentices

(a) (1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time

spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

DRAFT

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

(Amended by Stats. 2018, Ch. 704, Sec. 17. (AB 235) Effective September 22, 2018.)

10. Labor Code Section 1810

Definition: A Legal Day's Work

Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

(Enacted by Stats. 1937, Ch. 90.)

11. Labor Code Section 1813

Penalty for Overtime on Any Public Work Contract

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

(Amended (as added by Stats. 1997, Ch. 757, Sec. 6) by Stats. 2002, Ch. 28, Sec. 3. Effective January 1, 2003.)

12. Labor Code Section 1815 Minimum Overtime Pay

Notwithstanding the provisions of [Sections 1810 to 1814](#), inclusive, of the Labor code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

(Amended by Stats. 1963, Ch. 964.)

13. Labor Code Section 1860 Contract Provision

The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700, every contractor will be required to secure the payment of compensation to his or her employees.

(Amended by Stats. 2017, Ch. 28, Sec. 26. Effective June 27, 2017.)

14. Labor Code Section 1861 Contractor Certification to Labor Code Section 3700

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "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."

(Amended by Stats. 1979, Ch. 373.)

15. Public Contract Code Section 6109 Debarred Contractor and Subcontractor Prohibition

(a) A public entity, as defined in [Section 1100](#), may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to [Section 1777.1](#) or [1777.7 of the Labor Code](#) to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to [Section 1777.1](#) or [1777.7 of the Labor Code](#).

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred

subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

(Added by Stats. 1998, Ch. 443, Sec. 3. Effective January 1, 1999.)

16. Nondiscrimination Clause

1. During the performance of the Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code sections 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, sections 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. Contractor's attention is also directed to Labor Code section 1735, which provides:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

(Amended by Stats. 2004, Ch. 788, Sec. 14. Effective January 1, 2005.)

3. Contractor's attention is further directed to Labor Code section 1777.6, which provides:

An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code.

(Amended by Stats. 2004, Ch. 788, Sec. 15. Effective January 1, 2005.)

4. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

17. Drug-Free Workplace Certification Contractor

Contractor certifies compliance with The Drug-Free Workplace Act of 1990 (Government Code sections 8350 et seq.) in matters relating to providing a drug-free workplace. The below named contractor or applicant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).

DRAFT

2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code section 8355(c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Dated: _____

Contractor's Legal Name

Signature of Authorized Signer for Contractor

Print Name of Authorized Signer for Contractor

Title of Authorized Signer for Contractor

END OF SECTION

DRAFT

SECTION 00300

NOTICE OF AWARD

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

TO: _____

The Agency, having considered the Bids submitted for the Work generally described in the Notice Inviting Sealed Bids and more specifically described in the Contract Documents, and commonly referred to as follows:

NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT

hereby notifies the above Bidder that its Bid has been accepted in the sum of:

[AMOUNT OF TOTAL BASE BID]

Bidder is required to enter into a contract for the Work with the Agency within **fifteen (15) calendar days** after this Notice of Award is sent to (not received by) the Bidder together with such other documents identified in the Checklist for Bidders and not submitted previously as part of the successful Bidder's Bid.

Should Bidder fail to enter into a contract for the Work with the Agency and/or submit any of the documents identified in the Checklist for Bidders and not previously submitted as part of the Bidder's Bid, the Agency may deem the Bidder to have abandoned its Bid, the Bidder's Bid Security will be deemed forfeited to the Agency, and the Agency may award a contract for the Work to the next lowest responsible Bidder, if any.

Bidder shall begin its Work immediately upon the issuance of a Notice to Proceed by the Agency and shall complete its Work within the time set forth in the Contract Documents.

Please complete the Acknowledgement of Receipt below and return it to Scott Chambless at schambless@kcwa.com within **five (5) calendar days** of receipt of this Notice of Award.

Dated: _____

KERN COUNTY WATER AGENCY

Signature of Authorized Signer for Agency

Print Name of Authorized Signer for Agency

Title of Authorized Signer for Agency

DRAFT

Acknowledgment of Receipt of Notice of Award:

Dated: _____

Contractor's Legal Name

Signature of Authorized Signer for Contractor

Print Name of Authorized Signer for Contractor

Title of Authorized Signer for Contractor

END OF SECTION

DRAFT

SECTION 00301

NOTICE TO PROCEED

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

TO: _____

Pursuant to the Contract entered into by and between the Agency and the above Contractor, the Agency issues the following Notice to Proceed authorizing Contractor to begin its Work on the following Project:

NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT

Pursuant to the Contract Documents, Contractor is required to complete its Work within one-hundred and twenty (120) calendar days of the date of this Notice to Proceed or by:

XXXXXXX, 2025

Please complete the Acknowledgement of Receipt of Notice to Proceed below and return it to Scott Chambless at schambless@kcwa.com within **five (5) calendar days** of receipt of this Notice to Proceed.

Dated: _____

KERN COUNTY WATER AGENCY

Signature of Authorized Signer for Agency

Print Name of Authorized Signer for Agency

Title of Authorized Signer for Agency

Acknowledgment of Receipt of Notice to Proceed:

Dated: _____

Contractor's Legal Name

Signature of Authorized Signer for Contractor

Print Name of Authorized Signer for Contractor

Title of Authorized Signer for Contractor

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

DRAFT

KERN COUNTY WATER AGENCY
3200 Rio Mirada Drive
Bakersfield, CA 93308

NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

SECTION 00700 GENERAL CONDITIONS

TABLE OF CONTENTS

1.0	INTENT AND CORRELATION OF CONTRACT DOCUMENTS	4
1.1	INTENT OF CONTRACT DOCUMENTS	4
1.2	CORRELATION OF CONTRACT DOCUMENTS	4
2.0	BID REQUIREMENTS	4
2.1	ADDITIONAL OR DIFFERENT TERMS.....	4
2.2	ADDENDA	4
2.3	ACKNOWLEDGMENT.....	4
2.4	SUBMISSION	4
2.5	SALES, USE AND OTHER TAXES AND ASSESSMENTS.....	5
2.6	BID SECURITY.....	5
2.7	QUANTITIES	5
2.8	SUBCONTRACTOR LISTING.....	5
2.9	NON-COLLUSION.....	5
2.10	SURFACE AND SUBSURFACE INVESTIGATIONS.....	6
2.11	WITHDRAWAL OF BID	6
2.12	MATERIAL WARRANTY	6
2.13	SERVICING AND MAINTENANCE	6
2.14	WORK PERFORMED OUTSIDE OF COUNTY	6
2.15	CONTRACTOR EXPERIENCE	7
3.0	AWARD AND EXECUTION OF CONTRACT	7
3.1	HOLDING OPEN	7
3.2	ADDITIONAL INFORMATION.....	7
3.3	BID OPENING	7
3.4	BID AWARD	7
3.5	BONDS	7
3.6	NOTICE TO PROCEED	8
4.0	CONTROL OF THE WORK.....	8
4.1	AUTHORITY OF ENGINEER	8

DRAFT

4.2	USE OF MATERIALS FOUND ON THE PROJECT SITE	8
4.3	CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS	8
4.4	COORDINATION OF GENERAL CONDITIONS, SPECIAL PROVISIONS, PLANS AND DRAWINGS	9
4.5	INTERPRETATION OF DRAWINGS AND SPECIFICATIONS.....	9
4.6	SUPERINTENDENCE	9
4.7	INSPECTION	9
4.8	FINAL INSPECTION.....	10
4.9	REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK	10
4.10	EQUIPMENT	10
4.11	RIGHT OF AGENCY TO TERMINATE CONTRACT	10
4.12	CONTRACTOR'S RIGHT TO TERMINATE CONTRACT	11
4.13	SUSPENSION OF WORK.....	11
4.14	CONSTRUCTION WATER.....	11
4.15	EROSION AND SEDIMENT CONTROL	11
4.16	SURFACE RESTORATION	11
4.17	POLLUTION CONTROL.....	12
4.18	SITE SECURITY.....	12
4.19	HAZARDOUS WASTES AND UNFORESEEN CONDITIONS	13
4.20	EXISTING UTILITIES	13
4.21	FISH AND WILDLIFE RESOURCES	14
4.22	CULTURAL RESOURCES	14
4.23	SUBCONTRACTS	14
5.0	CONTROL OF MATERIALS	14
5.1	STORAGE OF MATERIALS.....	14
5.2	DELIVERY OF MATERIALS	14
5.3	MATERIALS AND EQUIPMENT	15
5.4	MATERIALS SPECIFIED	15
5.5	REMOVAL OF DEFECTIVE OR UNAUTHORIZED MATERIALS	15
5.6	SUBMITTALS	15
5.7	MANUALS AND RECORD DRAWINGS	16
5.8	PLACING WORK IN SERVICE	16
6.0	WARRANTIES AND REPAIRS	16
6.1	WARRANTIES AND REPAIRS	16
7.0	LEGAL RELATIONS AND RESPONSIBILITY	17
7.1	LAWS TO BE OBSERVED.....	17

DRAFT

7.2	EQUAL OPPORTUNITY	20
7.3	PATENTS	21
7.4	SANITARY PROVISIONS	21
7.5	PRESERVATION OF PROPERTY	21
7.6	RESPONSIBILITY FOR DAMAGE	22
7.7	DISPOSAL OF MATERIALS	22
7.8	CONTRACTOR'S RESPONSIBILITY FOR WORK	22
7.9	ACCEPTANCE OF CONTRACT	23
7.10	PROPERTY RIGHTS FOR MATERIALS	23
7.11	PERSONAL LIABILITY	23
8.0	8.0 INDEMNIFICATION AND INSURANCE.....	23
8.1	INDEMNIFICATION	23
8.2	INSURANCE.....	24
9.0	PROSECUTION AND PROGRESS.....	26
9.1	SUBCONTRACTING	26
9.2	ASSIGNMENT	26
9.3	MEETINGS	26
9.4	DELAYS AND TIME EXTENSION	27
9.5	TEMPORARY SUSPENSION OF WORK	28
9.6	PROGRESS SCHEDULE AND ORDER OF COMPLETION.....	28
9.7	FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON - LIQUIDATED DAMAGES.....	28
9.8	PROJECT QUALITY CONTROL	29
9.9	SAFETY	31
9.10	CONTRACT CLOSEOUT	33
10.0	MEASUREMENT AND PAYMENT.....	35
10.1	MEASUREMENT OF QUANTITIES	35
10.2	SCOPE OF PAYMENT	35
10.3	PAYMENT FOR EXTRA WORK	35
10.4	PROGRESS PAYMENTS	38
10.5	RIGHT TO WITHHOLD PAYMENTS	39
10.6	CLAIMS FOR EXTRA WORK/FOR EXTENSIONS OF TIME.....	40
11.0	DEFINITIONS AND TERMS	42
11.1	DEFINITIONS	42

1.0 INTENT AND CORRELATION OF CONTRACT DOCUMENTS

1.1 INTENT OF CONTRACT DOCUMENTS

The Contract Documents are intended to set forth generally and specifically the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, Contractor shall furnish all labor, materials, tools, equipment, services, transportation, permits, utilities and other items reasonably necessary to satisfactorily complete the Work.

1.2 CORRELATION OF CONTRACT DOCUMENTS

The terms and conditions set forth in the Contract Documents are complementary, and what is called for in one, shall be as binding as if called for in all.

2.0 BID REQUIREMENTS

2.1 ADDITIONAL OR DIFFERENT TERMS

The Contract Documents and any Addenda shall govern in lieu of any additional or different terms, conditions, exclusions, limitations, or other provisions contained in any document furnished by a Bidder, whether furnished before or after execution of a contract for the Work, whether confirmatory or otherwise, all of which are expressly rejected by the Agency.

2.2 ADDENDA

Questions concerning the Contract Documents, including questions concerning the meaning of any terms or the intent of the Contract Documents, or to inform the Agency of any errors or omissions in the Contract Documents, may be submitted to the Agency. Interpretations or corrections to the Contract Documents may be addressed by the Agency through the issuance of Addenda which will be made available to all Bidders. Comments, guidance, interpretations, corrections, or other communications made by the Agency, whether oral or written, not contained in an Addenda, will not be binding on the Agency.

2.3 ACKNOWLEDGMENT

Bidders, by submitting a Bid, acknowledge that they have read and understood the Contract Documents, and agree that they shall have no claim or entitlement to additional compensation or additional time if impacted due to their failure to read, understand, or appreciate the terms of the Contract Documents.

2.4 SUBMISSION

Bids must be received by (not mailed to) the Agency on or before the date and time, at the location, and in the manner identified in the Notice Inviting Sealed Bids. Bids received after the date and time identified in the Notice Inviting Sealed Bids or at a location not identified in the Notice Inviting Sealed Bids will not be considered by the Agency. Pursuant to Public Contract Code section 4104.5, the date and time of opening Bids shall be extended no less than seventy-two (72) hours if the Agency issues any material changes, additions, or deletions to the Contract Documents later than seventy-two (72) hours prior to the date and time of opening Bids.

Bidders must complete and submit one 1) copy of its Bid to the Agency using the forms provided in the Contract Documents. Handwritten information must be legible. Alterations or additions to the typewritten portion of the forms that add new or different terms or change the intent of the forms will not be considered by the Agency, may be deemed by the Agency to render a Bid nonresponsive, and if a Bidder is awarded a Contract will not be deemed incorporated into the Contract Documents. Bids that are incomplete,

unbalanced, obscure, contain irregularities, or do not comply with requirements of the Contract Documents may be deemed by the Agency to render a Bid nonresponsive.

Bids must be contained in a sealed package with the following information clearly identified on the outside of the package: (i) the name of the Bidder; (ii) the contract number of the contract for which the Bid is being submitted; (iii) the date and time of Bid opening identified in the Notice Inviting Sealed Bids; and (iv) the statement "Do Not Open Until the Date and Time of Bid Opening." Bids must be for the entirety of the Work and, if not, may be deemed by the Agency to render a Bid nonresponsive.

2.5 SALES, USE AND OTHER TAXES AND ASSESSMENTS

Bids are inclusive of city, county, state and federal sales, use and other taxes and assessments of every kind and nature. If the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

2.6 BID SECURITY

Pursuant to Public Contract Code section 20483, Bids must be accompanied by one of the following: (i) cash; (ii) a cashier's check or certified check made payable to the "Kern County Water Agency"; or (iii) Bid bond executed by an admitted surety insurer in favor of the Agency (each "Bid Security"), equal to ten percent (10%) of the amount of the Bidder's Bid. Should a Bidder fail to enter into a contract for the Work with the Agency and/or submit other required Contract Documents to the Agency within fifteen (15) calendar days after written notice of award by the Agency, the successful Bidder's Bid Security shall be forfeited to the Agency. The Bid Security of unsuccessful Bidders will be returned by the Agency no later than sixty (60) calendar days from the date of the Agency's award of the contract to the successful Bidder.

2.7 QUANTITIES

Quantities are approximate only and are solely for the purpose of facilitating the comparison of bids. Contractor's compensation will be based upon actual quantities incorporated into the Work. The Agency reserves the right to increase, decrease, or omit all quantities.

2.8 SUBCONTRACTOR LISTING

Pursuant to Public Contract Code section 4104, Bidder shall identify the name, business address, California contractor's license number, and DIR public works registration number of each subcontractor who will perform work or labor or render services to Bidder for the Work or who will specially fabricate and install a portion of the Work under contract with the Bidder, in an amount in excess of one-half of one percent (0.5%) of the Bidder's Base Bid or, in the case of Bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of Bidder's Base Bid or ten thousand dollars (\$10,000), whichever is greater. Attach additional sheets as necessary.

2.9 NON-COLLUSION

A Bidder's Bid will be disqualified if the Agency determines that a Bidder's Bid is made in the interest of, or on behalf of, an undisclosed person, partnership, company, association, organization, or corporation; if the Bid not genuine, is collusive, or a sham; if the Bidder directly or indirectly induced or solicited another Bidder to put in a false or sham Bid; if the Bidder has directly or indirectly colluded, conspired, connived, or agreed with another Bidder or anyone else to put in a sham Bid, or to refrain from bidding; if the Bidder has in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or of another Bidder, or to fix any overhead, profit, or cost element of the Bid price of the bidder or of any other Bidder; if statements contained in the Bid are not true; if the Bidder has directly

or indirectly, submitted its Bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid; or has paid, or will not pay, any person or entity for such purpose.

2.10 SURFACE AND SUBSURFACE INVESTIGATIONS

Where the Agency has made an investigation by itself or through others of surface or subsurface conditions in areas where Work is to be performed, such investigations are made only for the purpose of study and design. Where such investigations have been made, Bidders or Contractor may, upon written request, inspect the records of the Agency at the office of the Agency.

The records of such investigations are not a part of the Contract Documents and are for the convenience of the Bidders and Contractor only. The Agency assumes no responsibility for the sufficiency or accuracy of such investigations or reports and makes no warranty, either express or implied, that the conditions indicated by such investigations or reports are correct or representative of the conditions existing in the areas where Work is to be performed.

Test boring logs included with any drawings are not part of the Contract Documents, represent only the character of the materials encountered in the test borings, and are for the convenience of the Bidders and Contractor only. The Agency assumes no responsibility for the sufficiency or accuracy of such test boring logs and makes no warranty, either express or implied, that the conditions indicated by such test boring logs are correct or representative of the conditions existing in the areas where Work is to be performed.

Water levels that may be shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.

2.11 WITHDRAWAL OF BID

A Bidder may withdraw its Bid prior to the time fixed for the opening Bids by submitting a written request to the Agency that is received by the Agency prior to the time fixed for the opening Bids. The request shall be executed by the Bidder or its duly authorized representative. A Bidder that has withdrawn its Bid may submit a new Bid prior to the time fixed for the opening Bids. A Bidder may not withdraw its bid after the time fixed for opening except as provided pursuant to Public Contract Code sections 5101 *et seq.*

2.12 MATERIAL WARRANTY

Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples. The samples may be subjected to the tests provided for in the Plans and Specifications to determine their quality and fitness for the work.

2.13 SERVICING AND MAINTENANCE

A Bidder, if requested, shall 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.

2.14 WORK PERFORMED OUTSIDE OF COUNTY

Unless specified otherwise in the Special Conditions, the Bidder shall include in its Bid, all expenses associated with work related to testing, sampling and inspection for any fabrication of materials, parts and equipment required in the scope of this Contract which occurs outside the County of Kern. Quality control for said work shall be performed by a certified laboratory or inspection firm which shall be pre-approved by

the Agency. Any onsite shop inspection required by the Agency shall be performed by the Agency or its representative at the expense of the Contractor.

2.15 CONTRACTOR EXPERIENCE

The Bidder shall have been engaged in the business of the work specified herein for a period of at least ten (10) years. The Bidder shall submit a list with contact names and phone numbers of three (3) or more agencies for whom the Bidder has constructed similar projects. The list shall show the agencies' names and addresses, and an individual who may be contacted for reference for a project of similar scope. The individuals offered as references will be contacted. Failure to submit this list or unsatisfactory responses from the references shall, in the Agency's sole judgment, be grounds for deeming a Bid non-responsive.

3.0 AWARD AND EXECUTION OF CONTRACT

3.1 HOLDING OPEN

Bidders must honor their Bids for a period of sixty (60) calendar days from Bid opening or such additional time as may be agreed to by and between a Bidder and the Agency. Bidders may not withdraw a Bid after Bid opening without the written approval of the Agency. Bidders who fail to honor a Bid after being awarded a contract for the Work will be deemed to have forfeited their Bid Security.

3.2 ADDITIONAL INFORMATION

Before the award of the contract for the Work, the Agency may request, and a Bidder will provide, any additional information and/or documents deemed necessary by the Agency to evidence that the Bidder has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of a contract for the Work.

3.3 BID OPENING

Within sixty (60) calendar days following Bid opening the Agency will deliver written announcement to each Bidder of the identity of the lowest responsible Bidder to whom the Agency intends to award a contract for the Work. The Agency reserves the right to: (i) accept or reject any or all Bids or to not award a contract for the Work; (ii) award a Bid in whole or in part or award multiple contracts for the Work; (iii) issue a new or revised Notice Inviting Sealed Bids; (iv) approve or disapprove of particular components of Work proposed to be delivered in a Bid; and (v) waive any informality or irregularity in the bidding process or in a Bid. The Agency is not responsible for costs incurred by a Bidder in preparing or submitting a Bid, including, but not limited to, responding to requests by the Agency concerning a Bidder's Bid.

3.4 BID AWARD

The successful Bidder must enter into a contract for the Work with the Agency within fifteen (15) calendar days after written notice of award by the Agency is sent to (not received by) the successful Bidder together with such other documents identified in the Checklist for Bidders and not submitted previously as part of the successful Bidder's Bid. Should a successful Bidder fail to enter into a contract for the Work with the Agency and/or submit any of the documents identified in the Checklist for Bidders and not previously submitted as part of the successful Bidder's Bid, the Agency may deem the successful Bidder to have abandoned its Bid, the successful Bidder's Bid Security will be deemed forfeited to the Agency, and the Agency may award a contract for the Work to the next lowest responsible Bidder, if any.

3.5 BONDS

The successful Bidder must furnish good and sufficient bonds as provided in the Contract Documents including, but not limited to, a Payment Bond equal to one hundred percent (100%) of the successful Bidder's Total Bid Price and a Performance Bond to guarantee faithful performance of the contract for the Work.

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the Power of Attorney as of the date of the execution of the Surety Bond which it covers.

Any and all alterations, extensions of time, extra and additional work, and other changes authorized under the Contract Documents may be made without securing consent of the surety or sureties on the Bonds and each bond shall so specify.

Whenever any surety or sureties on any such bonds required by law for the protection of the claims of laborers and material persons become insufficient, or the Agency has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor or such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon to the Contractor until such further bonds or additional surety has been furnished.

3.6 NOTICE TO PROCEED

The Agency intends to issue a Notice to Proceed within thirty (30) days of receipt of the executed Contract, proof of full compliance with all insurance requirements, Faithful Performance Bond, and the Payment Bond from the Contractor.

4.0 CONTROL OF THE WORK

4.1 AUTHORITY OF ENGINEER

The Agency's Engineer is defined as the person or firm authorized by the Agency to represent it during Contractor's performance of the Work. The Engineer shall include persons, designated by the Engineer in writing to the Contractor, expressly authorized to act for the Engineer when the Engineer is not available to make decisions or take action required of the Engineer under the Contract Documents. The Engineer has the authority to decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of these Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final and not subject to appeal to Agency staff or Board of Directors. The Engineer shall further have the authority to implement decisions by direction to the Contractor which Contractor shall carry out promptly.

4.2 USE OF MATERIALS FOUND ON THE PROJECT SITE

The Agency does not warrant the suitability of any native material on the Project Site for use in the Project. The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material as may be found on the Project Site and deemed suitable in the opinion of the Engineer. The Contractor shall replace at its own expense all of that portion of the material so removed and used with other suitable material. No charge for native materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from any roadway location that is not within the excavation, as indicated by the slope and grade lines shown on the Contract Drawings, without written authorization from the Engineer.

4.3 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Pipes, canals, structures, earthwork, and finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the Plans. Deviations from the Contract Drawings as may be required by the exigencies of the construction will be in all cases determined by the Engineer and authorized in writing only.

4.4 COORDINATION OF GENERAL CONDITIONS, SPECIAL PROVISIONS, PLANS AND DRAWINGS

These General Conditions, Special Provisions, Technical Provisions, Plans, Drawings, Contract Change Orders, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one (1) is as binding as though occurring in all. All parts are intended to be cooperative and to describe and provide for a complete work. In the event of conflict between sections, the most stringent requirements shall apply.

4.5 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Should it appear that the work to be done, or any matter, is not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract, so far as may be consistent with the Agency's original intent. Any reference made in these Specifications or on the Drawings to any specification, standard, method, or publication shall be understood to refer to the latest revision of the reference. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

4.6 SUPERINTENDENCE

Before starting work, the Contractor shall designate in writing an authorized representative who shall have complete authority to represent and act for the Contractor. An authorized representative of the Contractor shall be present at the Project Site at all times while work is in progress. Whenever the Contractor is not present on any part of the work where its presence may be desired to give direction, orders may be given by the Engineer in writing, and shall be received and obeyed by the superintendent or foreperson in charge of the particular work in reference to which orders are given. The Engineer shall have the authority to remove from the Project any employee of Contractor or any subcontractor, including, without limitation, any superintendent, foreman or other authorized representative, who refuses to obey an order or otherwise delays or disrupts the Project.

The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction where indicated in and required by the Contract Documents.

The Contractor shall be responsible to see that the completed work complies with the Contract Documents.

4.7 INSPECTION

One (1) or more inspectors may be assigned to observe the work and to act in matters of construction under this Contract. Such inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of the obligations to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract. Neither the inspection by the Agency through the Engineer, the Agency Inspector or any Agency employees, nor any order by the Agency for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Agency, nor any extension of time, nor any possession taken by the Agency or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Agency or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be waiver of any other or subsequent breach.

4.8 FINAL INSPECTION

When the Contract work has been completed, the Contractor shall file notification in writing with the Engineer, and the Engineer will make a final inspection.

4.9 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

All work which has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Any work done beyond the lines and grades shown on the Contract Drawings or established by the Engineer, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or which become due the Contractor.

4.10 EQUIPMENT

The Contractor shall provide adequate and suitable equipment to produce the quality and quantity of work required, and, when ordered by the Engineer, shall remove unsuitable equipment from the site. All vehicles used to haul materials over existing highways shall be equipped with pneumatic tires.

4.11 RIGHT OF AGENCY TO TERMINATE CONTRACT

4.11.1 Termination for Convenience - The Agency may terminate this Contract in whole or in part at any time by written notice to the Contractor, if the Agency determines that termination is in its interest or the public interest. If the Contract is so terminated Contractor shall be entitled to payment for all work performed acceptably and to payment for all acceptable goods or services ordered by and delivered to Contractor before receipt of the written notice of termination, and to all reasonable costs of closing out the Contract, provided that Contractor provides a final itemized invoice for the above amounts within thirty (30) days after receiving the termination notice. Contractor shall not be entitled to its as-bid profit for the project or any work not performed. Profit on work performed shall be paid at the contract rates for time-and-materials extra work, provided that no profit shall be paid for mobilization, record Drawings, or O&M Manual line items, as applicable.

4.11.2 Termination for Cause - If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned by Contractor otherwise than as herein provided, or if a general assignment of assets be made for the benefit of creditors, or if a receiver should be appointed for the Contractor or any of Contractor's property, or if at any time the Engineer finds that the performance of the work under this Contract is being unnecessarily delayed or that the Contractor is violating any of the conditions or covenants of this Contract, or executing the same in bad faith or otherwise not in accordance with the terms of said Contract, or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended, then the Agency may serve written notice upon the Contractor and its Surety of said Agency's intention to terminate this Contract and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Agency will immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and complete the work; provided, however, that if the Surety does not commence performance within fifteen (15) days from the date of said notice of termination, the Agency may take over the work and prosecute same to completion, by Contract or otherwise, for the account and at the expense of the Contractor, and the Contractor and its Surety shall be liable to the Agency for any and all excess costs sustained by the Agency by reason of such prosecution and completion, including, without limitation, all costs incurred by reason of termination and all damages, including liquidated damages, from late completion. In such event the Agency may take possession of, and utilize in completing the work all such plant materials, equipment, and tools as may be on the work site and necessary therefore.

4.12 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work shall be stopped in its entirety under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by it, then the Contractor may on seven (7) days' written notice to the Agency, stop work or terminate this Contract and recover from the Agency payment for all work executed, any losses sustained on any material, and a ten percent (10%) profit on work performed.

4.13 SUSPENSION OF WORK

The Agency reserves the right to suspend and reinstate execution of the whole or any part of the work contracted without invalidating the provisions of the Contract in any way.

Orders for suspension or reinstatement of work will be issued by the Agency to the Contractor in writing. The time for completion of the work so suspended shall be extended for a period equal to the time lost by reason of the suspension.

Extra direct costs and expenses not including lost profit and/or overhead costs which, in the opinion of the Engineer, are caused by work suspensions so ordered by the Agency will be paid by the Agency to the Contractor.

4.14 CONSTRUCTION WATER

Water for construction and testing purposes required by the Contract Documents at the Project Site will be available during normal working hours from the Agency's system as approved by the Agency at no cost to the Contractor. Arrangements and verifications as to the sources, locations, and times for water use by the Contractor shall be made with the Agency prior to any and all water use. The Contractor shall make all arrangements and supply all pumps, hoses, fittings, or other related items for drawing water at no cost to the Agency. Any costs of water for repair of defective work, re-testing of rejected work, cleanup of Contractor's equipment or repair of damage to property of third parties, shall be borne by Contractor.

4.15 EROSION AND SEDIMENT CONTROL

All actions and costs for erosion and sedimentation control shall be the responsibility of the Contractor.

The Contractor shall provide all reasonable erosion and sedimentation control measures that may be required by the state, county, and/or local jurisdictions and to protect disturbed ground from erosion and watercourses from sedimentation. Areas of clearing, grading and/or other disturbance shall be confined within the limits shown on the plans, or as marked by the Engineer, to prevent undue damage by construction.

Precautions shall be taken by the Contractor to ensure that vehicles and equipment do not track and/or spill earth and/or materials onto public and/or private streets, roads, or rights-of-way. Any spillage and/or tracking shall be immediately removed should erosion and/or sediment discharge occur, even on a temporary basis, control measures shall immediately be taken by the Contractor to avoid further problems. Proper erosion control measures and practices shall be followed during construction. A Storm Water Pollution Prevention Plan (SWPPP) may be required for this project. Refer to Specification Section 02503-Storm Water Pollution Prevention Plan.

4.16 SURFACE RESTORATION

Surface restoration shall be defined as that work necessary to restore the excavated area above backfill and the scarred surrounding work areas to a condition equivalent to or better than existed prior to the construction. This may include pavement replacement, seeding, shrub and plant replacement, and restoration of ditches and drainage areas.

The replacement of grass and/or wild flowers shall be accomplished by seeding. The kind and type of seed is to be determined by the Engineer. Replacement of plants and shrubs shall be required where the easement travels through a developed parcel. In this case the Agency or Developer and Contractor shall agree before proceeding as to which plants and shrubs shall be saved or replaced.

The restoration of trench surfaces shall include measures to prevent surface erosion of the trench. This shall include seeding, cutoff walls, surface header boards, water bars, interceptor dikes, gravel filter dikes, or rip rap energy dissipaters. These measures shall be used as required to prevent surface erosion.

4.17 POLLUTION CONTROL

Water - Oily or greasy substances, or other materials harmful to fish life, originating from the Contractor's operation shall not be allowed to enter or be placed where they may later enter any river, creek, canal, stream, or other water way. The Contractor shall not increase the turbidity of any watercourse flowing past the construction site unless precautions are taken downstream of the work to limit the increase in turbidity in accordance with the State Water Resources Control Board requirements. Contractor shall be responsible for preparing a Pollution Control Plan and complying with such plan during the construction project. Groundwater may be present at shallow depths. All spills must be reported to the Agency immediately. A SWPPP may be required for this project. Refer to Specification Section 02503-Storm Water Pollution Prevention Plan.

Noise - It shall be the Contractor's responsibility to keep noise pollution due to construction activities as low as possible. In no case shall noise levels produced by the Contractor exceed any of these maximums or the applicable Noise Ordinance whichever are more stringent:

- A. No individual piece of equipment shall produce a noise level exceeding 55 dBA at a distance of twenty-five feet (25'). Equipment in excess of this level shall be mitigated with the use of sound barrier walls.
- B. The noise level at any point outside the right-of-way or temporary construction area shall not exceed the limit allowed by the applicable Noise Ordinance during non-working hours. No equipment violating these standards shall be allowed to operate. Operations in excess of this level shall be mitigated with the use of sound barrier walls.

Air - The Contractor shall comply with all state and local pollution control regulations. No burning shall be allowed on the Project. Idling of internal combustion engines shall be held to an absolute minimum. All work shall conform to the San Joaquin Valley Air Pollution Control District (SJVAPCD) and the California Air Resources Board (CARB). Contractor shall be responsible for preparing a Dust Control Plan and obtaining permits, if necessary, and shall be responsible for all associated costs.

4.18 SITE SECURITY

The Contractor shall provide in advance of starting construction, a list of all employees and vehicles that need access to the site. The Contractor shall provide periodic updates to this list. The Contractor shall provide a list of all scheduled deliveries to the Project Site. This list shall include the items to be delivered, the name of the delivery company and the time the delivery is to be made.

All access gates to the Project Site are to remain closed and locked at all times that traffic is not using the gates. The Contractor will be assigned a specific access point at the Project Site. The Contractor may provide security personnel for access control during Project work hours. It is the Contractor's sole responsibility to secure all equipment, material, tools and other items used during the execution of the Contract.

4.19 HAZARDOUS WASTES AND UNFORESEEN CONDITIONS

Pursuant to Public Contract Code section 7104e, if the Work contemplated hereunder involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Agency, in writing, of any: (I) material that the Contractor believes may be material that is hazardous waste, as defined under Health and Safety Code section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (II) subsurface or latent physical conditions at the site differing from those indicated; or (III) 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 Contract.

The Agency will promptly investigate the conditions, and if it 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 time required for, performance of any part of the work shall issue a change order under the procedures described in this Contract. In the event that a dispute arises between the Agency and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause decrease or increase in the Contractor's 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, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.20 EXISTING UTILITIES

The Contractor shall be responsible for the safeguarding of all utilities. The Contractor shall contact the following parties to ascertain and verify the existence and location of utility lines and facilities and shall coordinate all work in accordance with the information obtained from such inquiries in order to prevent damage to such lines and facilities.

Underground Service Alert (USA) (1-800-642-2444)

Prior to conducting any excavation, the Contractor shall contact the appropriate regional notification center as required pursuant to Government Code section 4216 *et seq.* Pursuant to Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the Project necessarily idled during such work; provided that the Contractor shall first notify the Agency before commencing work on locating, repairing damage to, removing or relocating such utilities.

The Contractor shall immediately notify the Agency and the utility owner if it disturbs, disconnects or damages any utility.

Any sewer crossings shall conform to the State Health Department regulations for water/sewer separation and materials. Cost for special pipeline materials to meet Health Department regulations, and repair of services damaged shall be included in the cost of the Informal Bid items to which the work is appurtenant. No separate payment will be made.

The Engineer or his/her representative has endeavored to determine the existence of utilities at the work site from the records of the Agency's of known utilities in the vicinity of the work. The positions of these utilities, as derived from such records, are shown on the Plans. The service connections to these utilities may not be shown on the Plans.

The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from

the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the work site.

4.21 FISH AND WILDLIFE RESOURCES

The Contractor shall be required to attend an Agency-sponsored four (4) hour Threatened and Endangered Species Training Session. If endangered or threatened species are killed, found dead, or injured. Contractor shall notify Agency personnel immediately. Pets are not allowed on the project site.

4.22 CULTURAL RESOURCES

The limits of construction activities do not pass through any known archaeological sites. However, it is conceivable that unrecorded sites could be discovered during construction. In the event that artifacts, human remains, or other cultural resources are discovered during construction activities. The Contractor shall notify the Agency immediately and comply with all applicable laws.

4.23 SUBCONTRACTS

The attention of the Contractor is directed to the provisions of Public Contract Code sections 4100 *et seq.*, regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.

Each Subcontract shall contain a suitable provision for the suspense or termination thereof 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. No subcontractor or supplier will be recognized as such, and all persons engaged in work will be considered as employees of the Contractor, and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. The Contractor shall be fully responsible to the Agency for the acts or omissions of its subcontractors and the persons either directly or indirectly employed by it. Nothing contained in the Contract Documents shall create any contractual rights for a subcontractor against the Agency. If a legal action, including arbitration and litigation, against the Agency is initiated by a subcontractor or Supplier, the Contractor shall reimburse the Agency for the amount of legal, engineering and all other expenses incurred by the Agency in defending itself in said action.

The Agency and the Engineer reserve the right to approve all subcontractors.

5.0 CONTROL OF MATERIALS

5.1 STORAGE OF MATERIALS

Materials shall be stored to ensure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be located to facilitate prompt inspection. Materials shall not be located or stored where detrimental to traffic and pedestrians. All material paid for as "Materials on Hand" shall be securely stored and shall be covered by the Contractor's fire and theft insurance.

5.2 DELIVERY OF MATERIALS

The Contractor shall furnish the Engineer with a duplicate delivery ticket for all materials to be used in the work. The delivery tickets shall show the quantity and type of materials to be used in the work.

5.3 MATERIALS AND EQUIPMENT

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall be new, unused and undamaged when installed or otherwise incorporated in the work.

5.4 MATERIALS SPECIFIED

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or (approved) equal," and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the Engineer, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article specified or one that in the opinion of Engineer is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

All materials, equipment, and supplies provided shall, without additional charge to Agency, fully conform to all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefore or that a particular material, equipment, or supply was specified.

Pursuant to Public Contract Code section 3400, the Contractor shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) calendar days after award of the Contract.

5.5 REMOVAL OF DEFECTIVE OR UNAUTHORIZED MATERIALS

The Contractor, upon written notice from the Agency, shall remove from the premises all materials condemned or rejected by the Agency, as defective, unsound, or improper, or in any way failing to conform to the requirements of the Contract Documents. The Contractor shall at its sole expense, make good all work destroyed or damaged by such removal, and promptly replace materials damaged or improperly worked by it and re-execute its own work in accordance with the Contract without expense to the Agency. This includes re-executing or replacing the work of any other Contractor that is in any way affected by the removal of such defective work of the Contractor. The obligations of the Contractor under this section shall not extend to defective materials or equipment supplied by the Agency for incorporation into the work performed under this Contract. If the Contractor does not respond within ten (10) calendar days after written notice, the Agency may remove and replace such materials at the expense of the Contractor.

5.6 SUBMITTALS

Submittals will be required for all materials, equipment, fabricated articles and purchased items. No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Engineer and returned to the Contractor with a notation indicating that resubmittal is not required. Submittals required by the Specifications shall be in accordance with this section, the Technical Specifications, and Section 001300 unless otherwise specified. Submittals not in accordance with the section requiring the submittal will be returned to the Contractor as unsatisfactory. Prior to transmission to the Engineer, the Contractor shall carefully review each submittal to confirm that it is complete and to verify whether or not the proposed items of work conform to Contract requirements. Each submittal shall be dated, signed, and certified by the Contractor as being correct and in conformance with the Drawings and the Specifications.

The Engineer will not review any items which have not been certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused

thereby shall be the responsibility of the Contractor. Items that are not in accordance with the Contract requirements shall be conspicuously noted as such. The Contractor shall identify each proposed deviation on the corresponding letter of transmittal and include a written explanation of the necessity for each deviation with the letter of transmittal. Deviations that are not conspicuously marked on both the letter of transmittal and the corresponding drawing or data will be deemed to have been disapproved by the Engineer or not reviewed by the Engineer.

Only those products that have been approved at the time of opening Informal Bids will be acceptable for use in the work; except, products may be approved after the Informal Bid opening date when there is sufficient time within the Contract period to permit testing and qualification.

Criteria pertaining to the qualification of products may be obtained from the Engineer. No extension of time will be granted for the purpose of testing and qualifying proposed products. If the Contractor believes that any shop drawing or communication relative thereto calls for changes in the work for which the Contract amount or time for completion should be changed, it shall not proceed with the changes in the work so called for and shall promptly notify the Engineer in writing of its estimate of the changes in the Contract amount and time for completion he/she believes to be appropriate

The Contractor shall refer to Section 001300 titled, "Submittals" and the Technical Specifications for project specific submittal requirements.

5.7 MANUALS AND RECORD DRAWINGS

Service and Parts Manuals - The Contractor shall furnish the Agency four (4) copies of all installation, operation, and service manuals, with a parts list for each piece of equipment furnished. The service and parts manuals shall be labeled, indexed, and organized in three (3)-ring binders.

Record Drawings - On the job, the Contractor shall maintain an up-to-date marked set of the As-Built Contract Drawings, showing the location and details of any changes made during construction. The Contractor shall give the Agency a clean, marked set of the As-Built Contract Drawings showing construction changes before final payment and acceptance of the work. These shall be received and approved by the Engineer prior to final acceptance of electrical work.

5.8 PLACING WORK IN SERVICE

If desired by the Agency, portions of the work may be placed in service when completed, and the Contractor shall provide proper access to the work for this purpose. Nothing in this article shall be construed as relieving the Contractor of the full responsibility for completing the work in its entirety, for making good all defective work and materials, for protecting the work from damage, and for being responsible for damage and for the work as set forth in the General Provisions and other Contract Documents, nor shall such action by the Agency be deemed completion and acceptance, and such action shall not relieve the Contractor, its sureties, or insurers of the provisions of the section on Contractor's INSURANCE, and the article on INDEMNIFICATION.

6.0 WARRANTIES AND REPAIRS

6.1 WARRANTIES AND REPAIRS

Guarantee And Warranty Requirements - The Contractor shall warrant and guarantee that the entire work constructed under the Contract fully meets all requirements of the Contract. The Contractor shall further warrant and guarantee that all work, including materials, articles, and equipment furnished by the Contractor under the Contract, shall be free of deficiencies and defects for a period of one (1) year after the date of final acceptance of the work unless specified otherwise.

The Contractor shall further warrant and guarantee to make or have made at Contractor's expense repairs, adjustments, replacements, or other corrective work necessary to restore or bring into full compliance with the requirements of the Specifications any part of the work which during the guarantee period is found to be deficient with respect to any provision of the Specifications.

The Contractor shall be fully responsible for all direct and indirect damages and expenses to the Agency proximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to the Contractor by any subcontractor or manufacturer of equipment. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one (1) year, Contractor hereby stipulates and agrees that such guarantee shall inure to the benefit of the Agency for such longer period. The effective date for the start of the guarantee or warranty period shall be the date of recordation of the Notice of Completion. The Contractor also agrees to hold the Agency harmless from liability of any kind arising from damage due to said defects.

If a defect or deficiency is of a kind which in the opinion of the Engineer requires immediate correction to avoid injury to the Agency, the Engineer may make or have made such repairs, adjustments, replacements, or other corrective work and the Contractor agrees to promptly pay the Agency invoice for the corrective work.

If a defect or deficiency is of a kind which in the opinion of the Engineer requires immediate correction but the Contractor has failed to undertake corrective work within three (3) working days of receipt of written notice from the Engineer, the Engineer may make or have made such repairs, adjustments, replacements, or other corrective work and the Contractor agrees to promptly pay the Agency invoice for the corrective work.

The Agency will have the right to use deficient material and equipment until it can be taken out of service without injury to the Agency. The guarantees and agreements set forth herein shall be secured by the "Faithful Performance Bond" furnished by the Contractor to the Agency at the time of execution of the Contract, which bond shall be deemed to continue in effect during the period of guarantee.

This guarantee is not the exclusive remedy for the Agency in the event of any breach of this Contract.

7.0 LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED

The Contractor shall keep fully compliant with all local, county, state and federal laws and ordinances and regulations which in any manner affect those engaged or employed in the work, or the manufacture of materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of those having any jurisdiction or authority over the same.

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the Drawings or Specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the Agency and Engineer in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the Agency and Engineer, the Contractor shall bear all costs arising therefrom.

7.1.1 Hours of Labor - The Contractor shall forfeit, as penalty to the Agency, twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor of any tier under the Contractor, for each calendar day during which such worker is permitted or required to labor more than eight (8) hours in any one day or forty (40) hours per one (1) calendar week,

unless compensated at not less than time and a half pursuant to Labor Code sections 1810 through 1816 thereof, inclusive.

7.1.2 Exception - If the prevailing wage determination requires a higher rate of pay for overtime work than is required pursuant to Labor Code section 1815, then that higher overtime rate shall be paid as specified in subsection 16200(a)(3)(F) of the Title 8, California Code of Regulations.

7.1.3 Labor Discrimination - A Contractor shall not discriminate in the employment of persons upon public works on any basis listed in Government Code section 12940(a), as those bases are defined in Government Code sections 12926 and 12926.1, except as otherwise provided in Government Code section 12940. Every Contractor for public works who violates this Section is subject to all the penalties imposed for a violation of this Chapter.

7.1.4 Prevailing Wage - The minimum rates of wages applicable to the work to be done have been determined in accordance with the provisions of Labor Code sections 1770 *et seq.*

Copies of the current schedules for prevailing wages are on file in the Agency's office, and the contents of those schedules are included herein as if set forth in full. The Contractor shall post at each job site in a place readily available to all workers the current prevailing wage rate for each craft, group, and worker working on the job.

The Contractor shall forfeit, as penalty to the Agency, fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for any work done under the Contract by Contractor or by any subcontractor under it, in violation of the provisions of the Labor Code including Labor Code sections 1770 through 1780 thereof, inclusive. In addition to this penalty, the difference between such prevailing wage rate and the amount actually paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate adopted by the Agency. The possibility of wage increases is one of the elements to be considered by the Contractor in determining bid prices, and will not under any circumstances be considered as the basis of a claim against the Agency.

7.1.5 Payroll Records - Attention is directed to Labor Code section 1776 and Sections 16000 and Sections 16400 through 16403 of Title 8, California Code of Regulations. The Contractor is required to comply with the provisions of Labor Code section 1776. The Contractor shall also be responsible for compliance by its subcontractors.

7.1.6 Reporting Requirements and Sanctions - Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these Specifications shall be considered noncompliance. The minimum documents required include:

List of Subcontractors - Due seven (7) calendar days after date of Preconstruction Conference;

Certified Payroll Reports - An original and three (3) legible copies are due within seven (7) calendar days, upon the request of the Engineer;

Fringe Benefit Statement - Due with first payroll report and any time thereafter that fringe benefits change; and

Apprenticeship Certifications - Due with the first payroll report on which the apprentice appears. Other documentation may be required depending on the source of funding for the Project.

7.1.7 Apprentices - In accordance with the provisions of Labor Code section 1777.5, and in accordance with the regulations of the Department of Industrial Relations, Division of Apprenticeship Standards, the appropriate number of properly indentured apprentices are to be employed in the prosecution of the Work. Information relative to number of apprentices, identification, wages, hours of employment and standards of working conditions shall be obtained from the Department of Industrial Relations, Division of Apprenticeship Standards.

7.1.8 Fair Labor Standards Act - Bidders note the fact that Contractors are required to meet the provisions of the Fair Labor Standards Act of 1938, and as amended (52 Stat. 1060).

7.1.9 Registration of Contractors - In accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code and Public Contract Code section 3300, bidders must possess a State of California Contractor's License for the proper classification which must be valid at the time of bid, award, and until completion of the Contract.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A Contractor MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 9835 GOETHE ROAD, SACRAMENTO, CALIFORNIA. MAILING ADDRESS: P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

7.1.10 Permits and Licenses - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The costs for permits and inspections shall be included in the price entered in the Proposal under line item number one (1), "Mobilization and Demobilization". When the terms of permits obtained by either the Contractor or the Agency require inspections by agencies or authorities other than the Agency, the Contractor shall schedule the inspections and notify the Engineer a minimum of twenty-four (24) hours prior to the inspection being performed.

All Work performed within road rights-of-way shall be done in accordance with the requirements of the Kern County Department of Public Works and/or City of Bakersfield Department of Public Works encroachment permit(s) which are hereby made a part of the Specifications. It shall be the responsibility of the Contractor to determine all requirements of said entities and to comply with all requirements. The Contractor shall be responsible for ascertaining the need for and obtaining any additional permits required. If there are conflicts among the requirements of said entities and Agency's requirements, the most restrictive requirements shall be used.

7.1.11 Codes - The codes and regulations, together with local amendments when applicable adopted by the state and other governmental authorities having jurisdiction, shall establish minimum requirements for this Project. Wherever references are made in the Contract to the respective standards or codes in accordance with Work are to be performed or tested, it is to be understood that the revision of the standards in effect on the date of the Bidder's proposal shall apply unless otherwise expressly set forth in the Contract.

7.1.12 As a minimum, this Project shall comply with the most recent editions of the following:

- A. California Building Standards Administrative Code
- B. California Building Code
- C. California Electrical Code
- D. California Mechanical Code
- E. California Plumbing Code
- F. California Fire Code
- G. California Code of Regulations: Title 8, Industrial Relations, CAL-OSHA
- H. California Code of Regulations: Title 19, Public Safety

7.1.13 Fire Hazard - Flammable, volatile solvents in coating system components constitute a major hazard with regard to fire and explosions wherever flame or spark exposure is possible. All flames, smoking, and unapproved welding, etc., are strictly prohibited in Work or storage areas. Fire abatement devices shall be readily available and in operating condition. Necessary precautions shall be taken to keep fire hazard to a minimum; all oily rags, waste, and other combustibles not in covered containers shall be removed from the area daily. All coatings, solvents, thinners and related products shall be stored in conformance with applicable state, county and/or local fire codes pertaining to flammable materials.

7.1.14 Public Contracts Code Section 7103.5 - In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the 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.

7.1.15 Compliance with State Requirements for use of subcontractors -

The Contractor's attention is directed to Public Contract Code section 6109, which prohibits a Contractor or a subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code sections 1777.1 or 1777.7 to bid on, be awarded or perform work as a subcontractor on a public works project. This section also prohibits a Contractor from performing work on this Contract with a subcontractor who is ineligible to perform work on this Contract pursuant to the above Labor Code sections. The Contractor shall comply with all of the provisions of Labor Code section 6109 of the Labor Code.

7.2 EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

7.2.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 Equal Opportunity clause.

7.2.2 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, or national origin.

7.2.3 The Contractor will send to each labor union or representative of workers, with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative 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.

7.2.4 The Contractor will comply with all provisions of federal and state law, and of the rules, regulations, and relevant orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing and/or the California Labor Commissioner.

7.2.5 The Contractor will furnish all information and reports required by federal or state law, and by the rules, regulations, and orders of the Secretary of Labor, Director of the California Department of Fair

Employment and Housing, California Labor Commissioner, or pursuant thereto, and will permit access to its books, records, and accounts by the administering Agency and the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the Equal Opportunity clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Agency contracts, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner.

The Contractor will include this Equal Opportunity clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner, 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 administering Agency to enter into such litigation to protect the interests of the administering Agency.

The Agency further agrees that it will be bound by the above Equal Opportunity clause with respect to its own employment practices when it participates in assisted construction work.

The AGENCY agrees that it will assist and cooperate actively with the administering Agency and the Secretary of Labor, Director of the California Department of Fair Employment and Housing 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, Director of the California Department of Fair Employment and Housing, that it will furnish the administering Agency and the Secretary of Labor, Director of the California Department of Fair Employment and Housing 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.

7.3 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the Agency, the Directors, the General Manager, the Engineer, their employees and duly authorized representatives from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

7.4 SANITARY PROVISIONS

The Contractor shall provide sanitary facilities at all Work locations.

7.5 PRESERVATION OF PROPERTY

Due care shall be exercised to avoid injury to street improvements or facilities, utilities' facilities, adjacent property pursuant to Civil Code section 832, and roadside trees and shrubbery that are not to be removed. If ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor began Work.

Full compensation for furnishing all labor, materials, tools and equipment and doing all Work involved in protecting property as above specified, shall be considered as included in the prices paid for the various Contract items of Work, and no additional compensation will be made.

7.6 RESPONSIBILITY FOR DAMAGE

The Directors, the General Manager, the Project Manager, the Engineer, volunteers and employees of the Agency shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any material or equipment used in performing the Work, or for injury or damage to any person or persons, either workers or the public, or for damage to an adjoining property from any cause whatsoever during the progress of the Work or at any time before final acceptance.

The Contractor hereby agrees to defend, indemnify and to hold the Agency, and all representatives, employees, volunteers, and Engineers of the Agency harmless and free of any and all liability, claims, judgments or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defending any of the parties from said claims or liability, which may directly or indirectly arise from acts or omissions of the Contractor, the Contractor's independent Contractors, and employees, representatives, and invitees of each of them, regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims or liabilities.

7.7 DISPOSAL OF MATERIALS

Unless otherwise specified in the Special Provisions, the Contractor shall make arrangements for disposing of materials. Excess excavated material not required for backfill shall be disposed of legally by the Contractor.

When any materials, including excess or unsuitable excavated earth or other roadway materials, are to be disposed of outside the right-of-way, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and shall file said permit or certified copy, together with a written release from the property owner, absolving the Agency from any and all responsibility in connection with the disposal of material on said property. Before any material is disposed of on said property, the Contractor shall obtain permission from the Engineer to dispose of the material at the location designated in said permit.

Unless otherwise provided in the Special Provisions, full compensation for all costs involved in disposing of materials, including all costs of overhaul shall be considered as included in the prices paid for the various contract items of Work and no additional allowance will be made.

7.8 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the Work by the Agency, the Contractor shall have the charge and care and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the Work. Should a subcontractor fail to prosecute or properly prosecute all or any portion of the work in a manner satisfactory to the Agency, Contractor shall remove such subcontractor immediately upon written request by the Agency, and shall request approval of a replacement subcontractor to perform the work pursuant to Public Contract Code sections 4100 *et seq.*, at no added cost to the Agency.

The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before final acceptance and shall bear the expense, except such injuries or damages occasioned by the acts of the federal government or acts of war.

In case of suspension of Work from any cause whatsoever, the Contractor shall be responsible for the Work as previously specified and shall also be responsible for all materials delivered to the worksite. Where necessary to protect the Work from damage, the Contractor shall, at its own expense, provide suitable

drainage of the worksite and erect such temporary structures as are necessary to protect the Work from damage during any period of suspension of Work.

The Contractor shall provide twenty-four (24) hour emergency service for all maintenance and operations of the Work specified and shall supply the Agency with the name and phone number of the responsible person. Emergency service shall be within thirty (30) minutes from the time of notification. If the Contractor fails to provide this service the Agency shall perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the Contractor.

7.9 ACCEPTANCE OF CONTRACT

When the Engineer has made the final inspection and determines that the Contract has been completed in general conformance with these Plans and Specifications, the Engineer shall submit to the Board of Directors the recommendation that the Agency formally accept the Contract.

7.10 PROPERTY RIGHTS FOR MATERIALS

Nothing in the Contract shall be construed as vesting to the Contractor any right to property or materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for ninety-five percent (95%) of the value of materials delivered by the Contractor to the Project Site, or other location approved in writing by the Engineer.

7.11 PERSONAL LIABILITY

In carrying out any of the provisions hereof, or in exercising any authority granted by the Contract, there will be no personal liability upon any Directors or employees of the Agency, the Engineer, their employees or volunteers.

8.0 8.0 INDEMNIFICATION AND INSURANCE

8.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Agency, the Engineer and their consultants, and each of their directors, officers, employees, or authorized volunteers (Indemnitees) and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Indemnitees and/or Contractor, or any directors, officers, employees, or authorized volunteers of Indemnitees or Contractor, and damages to or destruction of property of any person, including but not limited to, Indemnitees and/or Contractor or their directors, officers, employees or authorized volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this agreement, however caused, regardless of any negligence of Indemnitees or their directors, officers, employees or authorized volunteers, except the sole negligence or willful misconduct or active negligence of an Indemnitee or its directors, officers, employees, or authorized volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law, ordinance or regulation, compliance with which is the responsibility of Contractor;
- C. Any and all losses, expenses, damages (including damages to the Work itself), attorneys' fees and other costs, including all costs of defense, which any of them may incur with

respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Contractor's obligations under the Contract Documents. Such costs, expenses and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against an Indemnatee or its directors, officers, employees or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against an Indemnatee or its directors, officers, employees or authorized volunteers, in any and all such suits, actions or other legal proceedings.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by an Indemnatee or its directors, officers, employees or authorized volunteers.

8.2 INSURANCE

8.2.1 Commercial General Liability, Automobile Liability and Excess Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

8.2.1.1 Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

8.2.1.2 Limits - The Contractor shall maintain limits no less than the limits specified in Section 00207 of the Contract Documents. Contractor may, with the prior approval of the Agency, satisfy the limits for commercial general liability through an approved excess liability policy.

8.2.1.3 Required Provisions - The general liability, automobile liability and, as applicable, excess liability, policies are to contain, or be endorsed to contain, the following provisions:

1. Agency, the Engineer and their consultants, and each of their directors, officers, employees and authorized volunteers are to be given insured status as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, the Engineer and their consultants, and each of their directors, officers, employees or authorized volunteers.
2. For any claims related to the Work, the Contractor's insurance shall be primary insurance as respects the Agency, the Engineer and their consultants, and each of their directors, officers, employees or authorized volunteers. Any insurance, self-insurance or other coverage maintained by the Agency, the Engineer or their consultants, and each of their directors, officers, employees or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including

breaches of warranties shall not affect coverage provided to the Agency, the Engineer and their consultants, and each of their directors, officers, employees or authorized volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Such liability insurance shall indemnify the Contractor and its subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or its subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations and products liability.
6. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.
7. The automobile liability policy shall cover all owned, non-owned and hired automobiles.

8.2.2 Workers' Compensation and Employer's Liability Insurance - The Contractor and all sub-Contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than the limits specified in Section 00206 of the Contract Documents.

8.2.3 Evidences of Insurance – Within the time specified in these General Conditions and the Special Conditions, the Contractor shall file with the Agency a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative.

The Contractor shall, upon demand of the Agency, deliver to the Agency such policy or policies of insurance and the receipts for payment of premiums thereon.

8.2.4 Continuation of Coverage - If any of the required coverages expire during the term of the Contract, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement at least ten (10) calendar days prior to the expiration date. If the Agency is damaged by the failure of the Contractor to maintain all required insurance, the Contractor shall bear all reasonable costs attributable to that failure.

8.2.5 Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

8.2.6 Acceptability of Policy Forms and Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VIII or equivalent or as otherwise approved by the Agency. All of the insurance shall be provided on policy forms and through companies satisfactory to the Agency.

8.2.7 Notice of Cancellation - Each insurance policy required by the Contract Documents shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) calendar days (10 calendar days for non-payment of premium) prior written notice by U.S. mail has been given to the Agency.

8.2.8 Sub-Contractors - In the event that subcontractors and sub-subcontractors are employed to perform any part of the Work, it shall be the Contractor's responsibility to require and confirm that each sub-Contractor meets the minimum general liability and automobile liability insurance requirements specified above.

9.0 PROSECUTION AND PROGRESS

9.1 SUBCONTRACTING

The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control. The Contractor shall perform with its own organization and with the assistance of workers under its immediate superintendence, Work of a value of not less than fifty percent (50%) of the value of all Work embraced in the Contract. The value of the Work subcontracted shall be determined by summing all of the percentages identified for listed subcontractors on the Proposal Form. If the sum of such percentages exceeds fifty percent (50%), the Agency may treat the Informal Bid as nonresponsive and reject it on that basis. When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Agency, the subcontractor shall be removed immediately on the request of the Engineer and shall not again be employed on the Work. No changes will be allowed from the approved subcontractor list without approval of the Engineer.

The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors at all levels and for persons either directly or indirectly employed by them, as for the acts and omissions of persons directly employed by it. Nothing contained in the Contract Documents shall create any contractual rights for any subcontractor against the Agency. The Contractor shall cause every subcontractor to be bound by the terms of the Contract Documents.

9.2 ASSIGNMENT

The performance of the Contract may not be assigned directly or indirectly except upon the written consent of the Agency. Consent will not be given to any proposed assignment which would relieve the original Contractor or its Surety of their responsibilities under the Contract, nor will the Agency consent to any assignment of a part of the Work under the Contract.

The Contract may assign monies due or to become due to the Contractor under the Contract and such assignment will be recognized by the Agency, if given proper notice thereof, to the extent permitted by law, but any assignment of monies shall be subject to all proper off-sets in favor of the Agency and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the Agency for the completion of the Work in the event that the Contractor should be in default.

9.3 MEETINGS

9.3.1 Preconstruction Meeting – A meeting, to the extent deemed necessary by the Engineer will be held at a time and place selected by the Engineer to discuss the Work, construction schedule, mobilization for the start of Work, and details of administrative procedures to be used during the progress of the Work. Attending the meeting will be the Engineer and key members of the jobsite staff, representatives of the Facility operations staff, the Contractor's authorized representative and key members of the Contractor's staff, and key subcontractors as selected and requested by the Contractor. At the meeting, the Engineer will discuss details of procedures for access to the site, operational necessities at the facilities, procedures for payment estimates, safety, security, schedule of Project meetings, and other subjects as determined by the Engineer or requested by the Contractor.

9.3.2 Project Meetings – To enable orderly review of progress during construction and to provide for systematic discussion of problems, the Engineer, to the extent deemed necessary by the Engineer, will conduct Project meetings during the construction period. Project meetings will be held at such time and

place at the jobsite as determined by the Engineer, or other designated location in accordance with a mutually acceptable schedule. More frequent meetings may be called after due notice to the Contractor.

The purpose of the Project meetings is to analyze and resolve problems that might arise relative to execution of the Work, to discuss potential impact the Contractor's operations may have on Facility operations, and to review the Contractor's look-ahead schedule. To the maximum extent practicable, the Contractor shall advise the Engineer at least twenty-four (24) hours in advance of the Project meeting regarding items the Contractor wishes to have added to the agenda. 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. Subcontractors, materials suppliers, and others may be invited to attend Project meetings when their aspects of the Work are involved, but the Contractor shall remain wholly responsible for its obligations under Contract.

9.3.3 Schedule Review Meetings – A meeting, to the extent deemed necessary by the Engineer, will be held every month to review, evaluate, and discuss each construction schedule submittal. The Contractor shall designate persons to attend these schedule meetings who are familiar with the schedule and with current construction problems and activities and with the logic of the Work sequences used in preparing the schedule and the updates. At the Agency's discretion, these meetings may be combined with Project meetings.

9.3.4 Other meetings – From time to time as dictated by the construction progress concerns, the Engineer may call separate meetings for discussions of specific topics. The Contractor's authorized representative is required to attend these meetings as requested by the Engineer.

9.4 DELAYS AND TIME EXTENSION

If the Contractor is delayed in the progress of the Work by any act or neglect of the Agency or the Engineer, or by any separate Contractor employed by the Agency, or by strikes, lockouts, fire, acts of God, unusual weather conditions, or unavoidable casualties, the Contractor shall, within twenty-four (24) hours of the start of the occurrence, give written notice to the Agency of the cause of the potential delay and an estimate of the possible time extension involved. Within seven (7) calendar days after the cause of delay has been remedied, the Contractor shall give notice to the Agency of any actual time extension requested as a result of the aforementioned occurrence.

For purposes of this Contract, the Contractor shall be entitled to a time extension to the Substantial Completion Milestones listed on the construction schedule as required by Section 1312, titled, "Construction Schedule (Bar Charts)" for weather delays only when the Contractor's critical path activity, as shown on its most recent schedule update, is delayed by unusual weather for over four (4) hours in a given Work Day. Unusual weather shall be deemed to include only days of rainfall in excess of 0.10 inches.

Rainfall shall be as measured at Bakersfield, California and reported by the Western Regional Climate Center website, www.wrcc.dri.edu. No extra payment to the Contractor will be made for delays caused by unusual weather conditions. Contractor shall note that no time extensions to Operational Milestones as defined in Section 1312, titled, "Construction Schedules (Bar Charts)" shall be allowed for weather events.

Delays in delivery of equipment or material purchased by the Contractor or its subcontractors shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. The Agency does not warrant the availability of "sole source" items or the timely performance of sole source suppliers and subcontractors and the Contractor's remedies for delay or other breach by such entities shall solely be against them and not against the Agency.

Other time extension claims by the Contractor must be within ten calendar days after occurrence of the event giving rise to such claim or within ten calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims for time extension must be made by written notice. An

additional claim made after the initial Claim has been implemented by contract change order will not be considered.

Any delay claim shall be accompanied by a critical path method (CPM) schedule showing that the delayed task was on the Project's critical path at the time of the delay. Project schedule shall be in the form detailed in Section 1312 titled, "Construction Schedules (Bar Charts)."

9.5 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the Work wholly, or in part, for such period deemed necessary due to conditions considered unfavorable for the suitable prosecution of the Work, or for such time deemed necessary due to the failure on the part of the Contractor to carry out orders given or to perform the Work in accordance with these Plans and Specifications. The Contractor shall immediately comply with the written order of the Engineer to suspend the Work wholly or in part. The Work shall be resumed when conditions are favorable and/or methods are corrected, as ordered or approved in writing by the Engineer. The period of suspension will be included in determining the time for completion of Work. In the event of a suspension of Work under any of the conditions previously set forth, such suspension of Work shall not relieve the Contractor of its responsibilities as set forth under the sub-section titled "Legal Relations and Responsibility" in these General Provisions.

9.6 PROGRESS SCHEDULE AND ORDER OF COMPLETION

To ensure completion of the Work within the time limit specified, and to assist the Agency in the scheduling of other work, Contractor shall submit to the Agency within ten (10) calendar days after he/she receives the Notice to Proceed a detailed schedule showing the proposed dates of beginning and completion of all significant items of Work under the Contract. If the actual progress of the Work varies materially from the proposed program, or if the Contractor proposes to change the program for any reason, he/she shall submit to the Agency the revised construction program which he/she proposes to follow. The proposed original and revised program shall be adequate, in the opinion of the Agency, to meet the requirements for completion of the Work as herein set forth. If, in the opinion of the Agency, the Contractor's proposed program or the actual progress of the Work is insufficient to meet the specified requirements, the Contractor shall take such steps as are necessary to accomplish the required progress and completion.

When in the judgment of the Agency it is necessary to accelerate any part of the Work ahead of schedule, the Contractor shall, when directed, concentrate its efforts on such part of the Work.

9.7 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON - LIQUIDATED DAMAGES

The Contractor agrees to provide all materials, labor and equipment for the project stated in Section A - Technical Specifications. It is further stipulated and agreed that if the Work contracted for is not completed within the time provided, the Agency will be actually and seriously damaged in the conduct of its affairs, and that from the nature of the circumstances, it would be impractical and extremely difficult to fix or compute the actual damage which may be sustained by the Agency in such event, and it is therefore stipulated and agreed that upon the failure of the Contractor to complete the Work contracted for within the time provided, the Contractor shall pay the Agency the sum specified in Section 00810 for each and every day after the number of specified days from and after the issuance of the Notice to Proceed until the completion of said Work and the acceptance thereof by the Agency, and that all sums due and payable by the Contractor to the Agency shall be deemed to be liquidated damages for such period and not a penalty, and may be offset by the Agency against any monies due the Contractor hereunder.

The Work contracted for shall be deemed to be completed within the meaning of this Contract when same has been actually completed in accordance with the Plans and Specifications thereto and to the satisfaction of the Agency. Nothing in this section shall prohibit the Agency from granting to the Contractor an extension of time beyond the fixed date of completion and waiving of the damages specified in Section 00810.

9.8 PROJECT QUALITY CONTROL

9.8.1 Test Reports and Certifications - Where certifications or mill-test reports are required, the Contractor shall submit three (3) complete, certified copies. Certifications shall show chemical composition, mechanical properties, or other characteristics of the materials to be used in the Work. Material specified by a referenced standard shall be certifiable by the mill or manufacturer under that standard. The testing, analysis, and certification shall be the responsibility of the Contractor.

9.8.2 Notices of Fabrication - The Contractor shall submit a separate notice of fabrication for each fabricated article and material. For articles and materials fabricated outside Kern County, the Contractor shall submit the notice fourteen (14) working days before starting fabrication. The Contractor shall provide a certified third party inspection firm for all Work performed outside Kern County. For articles and materials fabricated within Kern County, the Contractor shall submit the notice five (5) working days before starting fabrication.

9.8.3 Responsibilities - The Contractor shall be responsible for full compliance with every requirement of the Contract Documents and shall ensure that the Work is in full accordance with these requirements. At all times, the Contractor's Work will be subject to rigid inspection by the Engineer. Whether discovered by the Contractor or the Engineer, nonconforming Work shall be corrected or replaced by the Contractor. For convenience, materials or equipment to be incorporated in the Work may be designated in the Specifications by a trade name or the name of a manufacturer and the manufacturer's catalog item number information. Materials, articles, or equipment, even if supplied by a manufacturer designated in the Specifications, shall be accepted only if the items meet all other specification requirements.

The Contractor shall furnish all tools, equipment, materials, supplies, and manufactured articles necessary or required for the performance and completion of the Work included in the Contract, except for materials and equipment specified to be furnished by the Agency. The materials, articles, and equipment provided for permanent installation in the Work shall be new and shall be in accordance with these Specifications.

The Contractor shall perform quality control on suppliers, manufacturers, products, services, site conditions, and workmanship to ensure that Work conforms to the Contract Documents. The Contractor shall be prepared to document its quality control activities. The Contractor shall require and ensure conformance with specified standards as a minimum quality for the Work. When more stringent tolerances, codes, or specified requirements are required by a particular manufacturer or a particular item of Work, the higher standards or more precise workmanship shall be provided.

The Engineer's inspections and tests are for the sole benefit of the Agency and shall not:

- A. Relieve the Contractor of responsibility for providing adequate quality control measures.
- B. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.
- C. Constitute or imply acceptance.
- D. Affect the continuing rights of the Agency after acceptance of the completed Work.

The Contractor shall be responsible for adjustments, corrections, or repairs found necessary after the delivery or installation of materials and articles. Unidentified materials shall not be used in the Work, including work at fabrication plants.

Sequencing and Scheduling of Inspections and Tests - The Contractor shall furnish and prepare the required samples and test specimens ready for testing in time for the necessary tests and analysis.

Where the Specifications require Work to be tested or approved, it shall be tested only in the presence of the Engineer.

The Engineer shall be given timely notice of the Contractor's readiness for inspection and test. The length of advance notice shall be appropriate for the complexity of the inspection or test, the availability of the Engineer's staff, and the location of the inspection or test, but in no case shall less than twenty-four (24) hours' advance notice be given.

9.8.4 Testing - Materials and articles that are to be included in the Works shall be subject to testing for conformance with the Specifications and Drawings. When not otherwise specified, sampling and testing shall be in accordance with the methods prescribed in the current standards of ASTM applicable to the class and nature of the articles or materials considered. However, the Engineer will have the right to use any generally accepted method of testing that will ensure that the quality of materials, articles, or Work is in full accord with the Specifications and Drawings. The Engineer will have the right to select, test, and analyze, at the expense of the Agency, additional test specimens of the materials to be used. Results of these tests and analyses will be considered with the results of other tests or analyses, whether performed by the Engineer or the Contractor, to determine compliance with the applicable Specifications for the materials.

9.8.5 Inspection By The Engineer - Materials and articles that are to be included in the Work shall be subject to rigid inspection by the Engineer for conformance with the Specifications and Drawings. The Contractor shall plan for the inspections to be continuous, repetitive, and detailed. Orders for materials, articles, and equipment shall note that the articles, materials, and equipment are subject to inspection and acceptance by the Agency, both during manufacture or fabrication and after delivery to the site.

When practicable and convenient for the Engineer, inspection will be made during the manufacture of the articles and equipment. The location, alignment, grade, plumb, and other physical characteristics of formwork for concrete, items to be embedded in concrete, and permanent improvements shall be subject to rigid survey verification. Materials or articles shall not be incorporated in the Work until they have been inspected by the Engineer. After testing, Work shall be covered or backfilled only with the approval of the Engineer.

The duties of the Engineer in conducting review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or safety measures in, on, or near the construction site.

9.8.6 Facilities for Inspection and Testing - The Contractor shall furnish the facilities, utilities, and assistance necessary for the safe and convenient performance of inspections and tests required by the Specifications or by the Engineer. The Contractor shall provide adequate lighting, access, and ventilation for a safe working environment for inspections and tests. The Contractor shall cooperate with the Engineer's staff in the performance of their respective duties and shall provide qualified personnel to assist with the performance of tests and inspections by them. When the Specifications require tests or inspections to be performed by the Contractor, the Contractor shall provide qualified, licensed, personnel to perform them.

9.8.7 Rejection of Work - The Engineer will have the right, at all times and in all places, to reject articles or materials to be furnished for the Project that fail to meet the requirements of these Specifications. This shall be regardless of whether the defects in these articles or materials are detected at the point of manufacture or after completion of the Work at the site. The Engineer will be the sole judge as to the acceptable quality of materials, articles, and Work. However, where the Engineer, through an oversight or otherwise, accepts material, articles, or Work that is defective or that is contrary to the Specifications, the material, article, or Work, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the Engineer.

Promptly after notification of rejection by the Engineer, the Contractor shall remove rejected portions or items of materials, articles, or Work to a satisfactory distance from the vicinity of accepted items and shall replace the rejected materials, etc., with items acceptable to the Engineer.

9.8.8 Final Inspections and Acceptance - Final inspections for acceptance of materials, articles, equipment, and Work will be made at the completion of all Contract Work. A minimum of ten (10) working days prior to the estimated completion of the Work, the Contractor shall notify the Engineer in writing of the pending completion of the entire Work or an agreed portion thereof. The Contractor shall include with the notice a complete list of Work items remaining to be completed. On or about the Contractor's estimated completion date, the Engineer will make a thorough inspection of the entire Work. Defects or deficiencies noted during this inspection will be reported to the Contractor in writing. The Contractor shall notify the Engineer in writing when all items on the list are corrected. Shortly thereafter, the Engineer will make a thorough final inspection of the entire Work.

If the Engineer determines the Work to be complete, it will be accepted. If defects or deficiencies are noted during this inspection, they will be reported in writing to the Contractor. When the Contractor notifies the Engineer of the correction of these items, another final inspection will be scheduled.

9.9 SAFETY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours and/or days. The Contractor shall have in full force and effect an Injury and Illness Prevention Program (IIPP) covering all Work of the Contractor and subcontractor employees at the site.

Safety provisions shall conform to all applicable federal, state, county, and local laws, ordinances, and to other rules of law applicable to the Work. Where any of these are in conflict, the more stringent requirement shall be followed.

The Contractor shall maintain at the job office and/or other well-known place on the job site, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal, to the hospital or a doctor's care, of persons who may be injured on the job site.

The right of the Engineer and/or Agency to conduct construction review of the Contractor's performance is not intended to and will not include a review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

Attention is directed to Civil Code section 832 relating to lateral and subjacent support, and the Contractor shall comply with this law.

9.9.1 Valley Fever - Notices to Employees - A special biological problem of the Project Site is presence of tiny organisms living in the soil which can cause valley fever in man. As is typical of many desert areas in 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.

9.9.2 Ventilation - Ventilation and control of oxygen-deficient atmospheres, dusts, fumes, mists, vapors, and gases shall be in accordance with the CSO and all other applicable laws, ordinances and regulations.

9.9.3 Trench Safety - In accordance with Labor Code section 6705, the Contractor shall submit to the Agency specific plans to show details of provisions for worker protection from caving ground. This trench safety plan shall be submitted to and approved by the Agency prior to starting excavation for any

trench or trenches five feet (5') or more in depth. The trench safety plan working Drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety Standards of the Department of Health, Education and Welfare, the plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. 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. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all areas. If excavation or trench work requiring a CAL-OSHA permit are to be undertaken, the Contractor shall submit a copy of its permit with the excavation/trench work safety plan to the Agency before Work begins.

The Agency or the Engineer may have made investigations of subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions, and the records of such investigations are available for inspection at the Engineering Office. The detailed plan showing the design of shoring, which the Contractor is required to submit to the Agency for acceptance prior to excavation, shall not be accepted by the Agency if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Agency or their consultants; nor will the plan be accepted if it is based on soils-related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads. Nothing contained herein shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

Inspection or testing by the Agency or any agent of the Agency is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction, nor make the Agency 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.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the Agency. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.

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.

Whenever abrasive blasting is to be performed for the removal of painted coating systems, the blast media shall be certified by CARB for unconfined blasting pursuant to CCR Title 17.

9.9.4 Facility Startup - The Contractor shall commission all systems and equipment to verify performance, function, and correct operation by performing procedures to activate, startup, adjust, test, and demonstrate that the Work is in operating order in accordance with these general requirements of this section and the detailed requirements of the technical sections under the system or equipment specified.

To ensure that the Work is ready for full-time operation, the procedures shall include verification, balancing, calibration, witness testing, documentation, inspection by equipment manufacturers and

operator training where specified. The Contractor shall notify the Engineer five (5) working days prior to starting each system or piece of equipment. During the startup period, the Contractor shall coordinate the operation of the facilities with Engineer, subcontractors, Agency's operators, and manufacturer's representatives.

The Contractor shall furnish test equipment, measuring devices and supplies required to conduct tests. The Contractor shall maintain the equipment until acceptance, provide all lubricants, chemicals, and electricity necessary until acceptance, furnish all expendable supplies, gas, water, etc., required for startup, demonstration and testing, and dispose of all waste or used supplies, water, etc.

9.10 CONTRACT CLOSEOUT

9.10.1 Final Cleanup - Prior to final inspection, clean the entire construction area and all other areas affected by the performance of Work under this Contract. Clean up work area using personnel specializing in and skilled in cleaning and maintenance work. The Contractor shall repair work using personnel skilled in executing the type of work being repaired. All Work shall be executed to the highest trade standards applicable to that type of work.

The Contractor shall perform the following work prior to final inspection:

- A. The Contractor shall remove all temporary construction, signs, tools, equipment, excess material and debris.
- B. Remove all lumps, splatters, spots and stains caused by paint, adhesive, asphalt, concrete, mortar, sealant or other foreign material from exposed or finished surfaces. Remove all temporary labels.
- C. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this work.
- D. Sweep clean and wash down all exterior pavement.
- E. Remove all hazardous material and material that may cause sediment in drainage systems prior to wash down.
- F. Remove all grease and oil stains on pavement caused by Contractor's equipment.

9.10.2 Contractor's Action List of Items to Be Corrected and/or Completed - During construction, the Contractor shall maintain an action list of items to be corrected and/or completed. The Contractor shall regularly add items and update the list as information becomes available or as requested by the Engineer. The Contractor shall deliver a current copy of the list to the Engineer at each progress meeting.

9.10.3 Semifinal Inspection/Substantial Completion - When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work, and use the Contractor's action list to prepare a Contractor's punch list of all deficient or uncompleted items. The Contractor shall complete or correct items on the punch list. When the Work is substantially complete, the Contractor shall notify the Engineer in writing that the Contractor has reviewed the Contract Documents, inspected the Work and believes that the Work is substantially complete and ready for semifinal inspection.

On receipt of the Contractor's punch list and notice that the Work is ready for semifinal inspection; the Engineer will inspect the Work. The Engineer may add additional items to the Contractor's punch list; may find that the Work is not ready for inspection; is ready for inspection but not substantially complete; or that the Work is substantially complete. When the Engineer finds the Work is substantially complete, it will

prepare a final punch list and a Notice of Substantial Completion which will state the date of substantial completion and the time agreed to by the Agency and the Contractor (not to exceed thirty (30) calendar days) in which the Work shall be fully complete and ready for final inspection.

9.10.4 Final Inspection, Final Completion And Final Payment - 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. When the Engineer finds the Work acceptable and fully complete in accordance with the Contract Documents, and upon receipt of a final Application for Payment and all final submittals, the Engineer will recommend that the Agency issue a Notice of Final Completion, make final payment and accept the Work stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspection, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.

9.10.5 Final Submittals include:

- A. Operation and Maintenance Manuals and Parts Lists
- B. Record Drawings
- C. Extra Materials
- D. Special Guarantees
- E. Insurance Certificate showing required continuation of coverage beyond Final Payment
- F. Release of Liens
- G. Waiver of Claims by Contractor
- H. And any other submittals required by the Contract Documents and not previously received

The Agency will record the Notice of Final Completion at the County Recorder's Office. The Agency will make final payment to the Contractor, subject to any statutory and contractual rights to withhold or deduct, not later than sixty (60) days after completion of the Work as defined in Public Contract Code section 7107.

9.10.6 Record Drawings - The Contractor shall maintain on the jobsite, a complete set of Contract Documents and a complete file of all addenda, Contract modifications and favorably reviewed submittals. The Contractor shall prepare a set of Record Drawings concurrently with the construction of the Work and in accordance with the following:

- A. Show the invert elevation of all gravity piping and the top of pipe, top of conduit or top of protective concrete encasement for other utilities. Elevations shall be related to a permanent visible elevation bench mark set at the site by the Contractor.
- B. Show the horizontal location of underground utilities measured from permanent visible physical features such as face of building, face of tank, or centerline of manhole.
- C. Comply with detailed requirements in technical specification sections describing the type of information required on Record Drawings. The Contractor's copy of Contract Documents, Contract modifications and Record Drawings shall be available to the Engineer for weekly verification that the records are being currently updated.
- D. The Contractor shall submit Record Drawings and obtain acceptance prior to completion.

9.10.7 Extra Materials - Deliver specified extra materials and parts to Agency. Itemize all items on a transmittal letter in duplicate and obtain signature of receiving party. Submit copies of signed transmittals for all specified extra materials and parts prior to completion.

9.10.8 Twelve-Month Inspection – Unless specified otherwise in the Technical Specifications, approximately thirty (30) days prior to the expiration of the one (1)-year guarantee period, the Contractor shall tour the Project with the Engineer and/or the Agency to prepare a list of corrective work required under the twelve (12)-month guarantee. The Contractor shall correct all items found to be defective within twenty (20) days of receipt of the list of items to be corrected.

10.0 MEASUREMENT AND PAYMENT

10.1 MEASUREMENT OF QUANTITIES

Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and binding.

All quantities of work computed under the Contract shall be based upon measurements by the Engineer according to United States Measurements and Weights.

10.2 SCOPE OF PAYMENT

The Contractor shall accept the compensation as provided in full payment for furnishing all materials, labor, tools, and equipment necessary to the completed Work; for performing all Work contemplated and embraced under the Contract; for loss or damage arising from the nature of the Work, or from the action of the elements, except as before provided, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by the Agency, and for all risks of every description connected with the prosecution of the Work; and for completing the Work according to these Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No allowance will be made, other than as indicated in this Contract, for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

10.3 PAYMENT FOR EXTRA WORK

Extra work, when ordered and accepted, shall be specified in a written Contract Change Order and shall be executed in accordance with the terms therein provided. Payment for extra work will be made at the unit or lump sum price bid, when applicable, or as otherwise agreed upon in the Contract Change Order.

Extra work which has not been agreed to in price prior to the work occurring shall be considered Force Account Work. Where payment is to be made on a force account basis, the Contractor shall receive the actual cost of all material, equipment rental and operation and labor furnished by it plus an added markup of fifteen percent (15%); provided, however, that the Agency reserves the right to furnish such materials required as it deems advisable, and the Contractor shall have no claim for profit on the cost of such materials.

The Contractor shall provide a copy of the Daily Extra Work Report (DEWR) for each day of extra work. The DEWR is to be signed by the Contractor's authorized representative and the Agency's on site representative on the day the work is performed. The DEWR is to include the name and hours for each person, equipment designation and hours and designation and quantities of all materials. Items not included on the DEWR will not be paid for. Work on DEWR not signed by the Agency's on site representative will not be paid for.

DRAFT

A copy of each DEWR with the labor rates, equipment rates, cost of materials, extended amounts, markups and total. Computer generated sheets can be submitted if the information on the computer sheets can be readily cross referenced with the signed DEWR.

To the total of the direct costs and markups referred to above shall be added an amount for actual additional Contractor bond and insurance costs (other than worker's compensation) incurred as a direct result of the Force Account work, not to exceed two and one-half percent (2.5%) of the direct costs with markup. The actual additional bond and insurance costs shall be substantiated by documentation submitted by Contractor to the Engineer. No additional markup on bond or insurance costs shall be allowed hereunder.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 9.1 titled "Subcontracting," an additional markup of five percent (5%) will be added to the total cost of said extra work including all markups specified in Section 10.3, titled "Payment for Extra Work." Said additional five percent (5%) markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

When both additional and deleted work are involved in any one change, the markup allowances of this section shall be applied to the net extra cost of the work, if any, after subtraction of the costs for the omitted work from the extra work. For Change Order work which results in a net decrease in cost a minimum of five percent (5%) markup shall be added to the sum of the direct labor, materials and equipment as a deduction for profit, indirect and overhead costs and reduction in bond and insurance. The Contractor shall neither be entitled to nor claim anticipated profits on work that may be omitted.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include, but are not limited to, the Contractor's and all subcontractor's indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

10.3.1 Direct Labor Cost - Charges for all of the labor furnished and used by the Contractor shall be made for manual classifications up to and including general foreman, when authorized by the Engineer for the workers used in the actual and direct performance of the Work. It will not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics. The time charged to extra work shall be subject to the daily approval of the Engineer and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those basic wages including current employer contributions for fringe benefits and including applicable subsistence and travel allowances, all as actually paid to workers under collective bargaining agreements or as regular workers under collective bargaining agreements or as a regular practice of the employer. No time or charges will be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the extra work as authorized. The Contractor shall submit with the billing, copies of certified payrolls for labor associated with extra work. Overtime shall not be worked without prior approval of the Engineer.

10.3.2 Equipment Cost - Charges for the rental and operation of the equipment furnished and used by the Contractor shall be made for all prime construction and automotive equipment. It shall not include charges for listed equipment or major tools with a new cost of five-hundred dollars (\$500.00) or less. Equipment time charges shall be subject to the daily approval of the Engineer and evidence of such daily approval submitted with the billing. The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the California Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of ten dollars (\$10.00) per hour or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment Agency, other than

Contractor owned, the Contractor will be paid at the hourly rate shown on the rental Agency invoice or agreement for the time used on force account work. If a minimum equipment rental amount is required by the local equipment rental Agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate. If the rental rate established by the Engineer is ten dollars (\$10.00) per hour or less, the provisions above concerning rental of equipment from a local equipment Agency shall apply

10.3.3 The rental rates paid as above provided 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.

10.3.4 Operators of rented equipment will be paid for as provided in Section 10.3.1, titled "Direct Labor Cost."

10.3.5 All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

10.3.6 Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Rental time will not be allowed while equipment is inoperative due to breakdowns.

10.3.7 The time to be paid for equipment on the Work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work. The following shall be used in computing the rental time of equipment on the Work:

- A. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be two (2) hours of operation.
- B. When daily rates are listed, less than four (4) hours of operation shall be considered to be two (2) days of operation.

10.3.8 When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 10.3.2, titled "Equipment Cost."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the Project or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the Work, whether or not the owner-operator is actually covered by such an agreement.

DRAFT

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Section 10.3, titled "Payment for Extra Work."

All force account work shall be adjusted daily upon Daily Extra Work report sheets, furnished to the Contractor by the Engineer and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done.

10.3.9 Material Costs - Charges for the cost of materials furnished by the Contractor shall be made provided such furnishing was specifically authorized in the extra work order and the actual use verified by the Engineer. Charges shall be net cost to the Contractor delivered at the job, including all applicable sales taxes and vendor's invoice must accompany the billing along with verification of use of such materials by the Engineer.

10.4 PROGRESS PAYMENTS

On or before the tenth (10th) of each month the Contractor shall submit to the Agency a Request for Payment on forms to be provided by the Agency. The Request for Payment shall follow the form of the Schedule of Values required by the Engineer.

Upon receipt of a Request for Payment, the Agency shall review it as soon as practicable to determine if it is proper. Any Request for Payment determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practicable, but not less than seven (7) days after receipt. Any Request for Payment returned to the Contractor shall be accompanied by a document setting forth in writing the reasons why the request is not proper.

Upon receipt of an undisputed and properly submitted Request for Payment the Agency shall prepare a written Progress Pay Estimate which shall include the total amount of Work done including Contract Change Orders and/or force account and allowances for materials on hand.

Pursuant to Public Contract Code section 20104.50, the Agency shall pay interest at the legal rate set forth in subdivision (a) of Code of Civil Procedure section 685.010 on any Request for Payment submitted by the Contractor if the Agency fails to make the progress payment within thirty (30) days after receipt of an undisputed and properly submitted Request for Payment. The number of days available to the Agency to make a progress payment without incurring interest pursuant to Public Contract Code section 20104.50 shall be reduced by the number of days by which the Agency exceeds the seven (7) day requirement set forth above for the return of an improper Request for Payment.

Pipelines, whether paid on a lump sum or unit price basis shall be considered seventy-five percent (75%) complete when laid and backfilled with compaction tests passed; eighty-five percent (85%) complete when hydrostatic and bacteria tests have passed, and pipe has been tied-in to the Agency's system; and one-hundred percent (100%) complete when the paving is accepted.

To be acceptable for partial payment, materials on hand must be clean, undamaged, and properly stored as directed by the Engineer. The quantity of materials on hand shall not include materials used in any partially completed items of Work. The Request for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the Agency has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (Liens) and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Agency's interest therein, all of which will be satisfactory to Agency. The amount of retainage with respect to progress payments will be as stipulated in the Contract.

Each Progress Pay Estimate shall include an accounting of the Contract time, including any allowances or revisions due to weather and/or Contract Change Orders.

The Agency will pay ninety-five percent (95%) of the amount of each Progress Pay Estimate less any withholdings under this or the following sections, within thirty (30) days of approval of the Progress Pay Estimate by the Contractor and the Engineer. Five percent (5%) will be withheld as retention until completion of the Project. No payments, except the final payment, shall constitute an acceptance of any portion of the Work.

Prior to issuance of a check from the Agency, the Agency may require the Contractor to furnish the following information: a current list of subcontractors, current fringe benefit statements, apprenticeship certifications, and certified payrolls.

If the Contractor fails to correct a prevailing wage deficiency within fifteen (15) days after notification, a deduction shall be made. In such cases, the deduction shall be ten percent (10%) of the estimated value of the Work done during the month, except that the deduction shall not exceed ten-thousand dollars (\$10,000), nor be less than one-thousand dollars (\$1,000), and shall be deducted from the progress payment.

Deductions for noncompliance shall be in addition to all other deductions provided for in these Specifications, and shall apply irrespective of the number of instances of noncompliance. Deductions shall be made separately and additively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period shall be released on the next progress payment. Otherwise, the deduction shall be retained.

The Contractor may elect to receive one-hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the Agency, by depositing securities of equivalent value with the Agency pursuant to Public Contract Code section 22300. Such securities, if deposited by the Contractor, shall be valued by the Agency, whose decision on valuation of the securities is final.

10.5 RIGHT TO WITHHOLD PAYMENTS

When, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract or good construction practice, or when in the Engineer's judgment the total amount of Work done since the last estimate amounts to less than five thousand dollars (\$5,000.00), the Agency may elect to not prepare a Progress Pay Estimate and make no Progress Payment.

In addition to all other rights and remedies of the Agency hereunder and by virtue of law, the Agency may withhold or nullify the whole or any part of any progress payment or up to one-hundred and fifty percent (150%) of the disputed amount from the final payment (see Public Contract Code Section 7107) to such extent as may reasonably be necessary to protect the Agency from loss on account of:

- A. Defective Work not remedied, irrespective of when any such Work be found to be defective;
- B. Claims or liens filed or other reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under California Labor Code sections 1775, 1776, or 1777.7;
- C. Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;
- D. A reasonable doubt that the Work can be completed for the balance then unearned;
- E. A reasonable doubt that the Contractor will complete the Work within the agreed time limits;
- F. Costs to the Agency, including without limitation, liquidated damages, resulting from failure of the Contractor to complete the Work within the proper time;

- G. Failure to comply with environmental and other regulatory requirements;
- H. Cost of insurance arranged by the Agency due to cancellation or reduction of the Contractor's insurance;
- I. Payments due the Agency from the Contractor, including but not limited to the monthly service charge, and consumption charge for water used by Contractor;
- J. Penalties under Labor Code sections 1775, 1776, 1777.5, 1810 through 1815, or any of them;
- K. Failure to adequately supervise the Work competently and efficiently and pursue completion of the Project with an adequate workforce in compliance with established construction schedule;
- L. Failure to maintain as-constructed information and Drawings current for the Project;
- M. Provisions of law that enable or require the Agency to withhold such payments in whole or in part; or
- N. Damage to another Contractor or third party, or property.

Whenever the Agency shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the Agency will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the Agency against claims or liens of mechanics, suppliers, subcontractors, etc., the Agency may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the Agency, indemnifying the Agency against any loss or expense, and upon acceptance thereof by the Agency, the Agency shall release to the Contractor monies so withheld.

10.6 CLAIMS FOR EXTRA WORK/FOR EXTENSIONS OF TIME

The Contractor shall not be entitled to the payment of any additional compensation or any extensions of time for any cause, including any act, or failure to act by the Engineer, or happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due written notice of potential claims as hereinafter specified. It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. It is also the intention of this Section to implement the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code of California. The Contractor hereby agrees that he or she shall have no right to additional compensation or an extension of time for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

All claims shall be filed in writing on or before the times prescribed herein, but in no event later than thirty (30) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim). All claims shall set forth clearly and in detail, for each item of additional compensation or extension of time claimed, the reasons for the claim, references to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, and all pertinent factual data necessary to substantiate the claim. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this provision.

The Contractor shall proceed with the Work in accordance with the plans and Specifications and determinations and instructions of the Engineer during the resolution of any claims disputes. The Engineer shall have authority to issue Field Directives and Field Orders, which Contractor shall properly carry out. If Contractor believes that any such Field Directive or Field Order entails work beyond the scope of the Contract, Contractor shall provide notice in accord with this Section 10.6.

10.6.1 Claims of Less Than Fifty-Thousand Dollars (\$50,000) – The Agency will respond in writing to claims of less than fifty-thousand dollars (\$50,000) 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 or claims the Agency may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection upon mutual agreement of the Agency and the Contractor. The Agency's written response to the claim, as further documented, will 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.

10.6.2 Claims of Fifty-Thousand Dollars (\$50,000) But Not Over Three-Hundred and Seventy-Five Thousand Dollars (\$375,000) – The Agency will respond in writing to claims of fifty-thousand dollars (\$50,000) but not over three-hundred and seventy-five thousand dollars (\$375,000) 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 or claims the Agency may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Agency and the Contractor. The Agency's written response to the claim, as further documented, shall 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 Contractor in producing the additional information or requested documentation, whichever is greater.

10.6.3 All Claims of Three-Hundred and Seventy-Five Thousand Dollars (\$375,000) or Less – If the Contractor disputes the Agency's written response or the Agency fails to respond within the times prescribed for claims of three-hundred and seventy-five thousand dollars (\$375,000) or less, the Contractor may so notify the Agency, in writing, either within fifteen (15) days of receipt of the Agency's response or within fifteen (15) days of the Agency'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 such a demand, the Agency 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 Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of these provisions, the running of the period of time in which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to this section until the time the claim is denied, including any period of time utilized by the meet and confer conference. The procedures governing all civil actions filed by the Contractor to resolve claims of three-hundred and seventy-five thousand dollars (\$375,000) or less shall be those set forth in Public Contract Code Section 20104.4 which provides for mediation and judicial arbitration. In any suit filed under Section 20104.4, the Agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law. The Agency will pay any portion of a claim that is undisputed in accordance with the payment provisions of the Contract.

10.6.4 Claims of More Than Three-Hundred and Seventy-Five Thousand Dollars (\$375,000) – All claims of more than three-hundred seventy-five thousand dollars (\$375,000) are subject to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Jurisdiction over such claims shall rest with the Superior Court of the State of California.

10.6.5 Final Payment – Whenever the Contractor shall deem all Work under this Contract to have been completed in accordance therewith, he/she shall so notify the Engineer in writing, and the Engineer shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise the

Contractor in detail and in writing of any additional work required. Completion of Work will include submittal and approval of 'As-Built' record Drawings and final O&M manuals. When all the provisions of the Contract have been fully complied with to the satisfaction of the Engineer, he/she shall proceed with all reasonable diligence to determine accurately the total value of all Work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The Engineer will then certify to said final estimate and to the completion of the Work, and will file copies thereof with the Agency and the Contractor. The date of completion shall be the date upon which the Agency makes its formal acceptance of the Work.

Within ten (10) days after the date of completion, the Agency will file in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. Within sixty (60) days after completion of the Work, as defined in Public Contract Code section 7107, the Agency will make final payment of the difference between said final estimate and all payments theretofore made to the Contractor, subject to any requirements concerning the furnishing of a maintenance bond, and excepting only such sums or sums as may be withheld or deducted in accordance with Agency's rights under said statute or this Contract. All prior certifications, upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

It is mutually agreed between the parties to the Contract that no certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the Agency, and no payment shall be construed to be an acceptance of any defective Work or improper materials.

The Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any Work done in accordance with any alteration of the same, shall release the Agency, the Directors, the General Manager, the Project Manager, the Engineer, employees and volunteers, from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

11.0 DEFINITIONS AND TERMS

11.1 DEFINITIONS

Whenever the following terms occur in the Contract Documents, the meaning shall be interpreted as follows:

Acceptance, Final Acceptance - The formal action by the Agency Board of Directors accepting the Work as being complete.

Accepted Informal Bid - The Informal Bid (proposal) accepted by the Agency.

Addenda - A document issued by the Agency during the bidding period which modifies, supersedes, or supplements the original Contract Documents.

Agency Inspector - The person or firm authorized by the Agency to conduct construction review or observation.

Agency – The Kern County Water Agency or its authorized representative.

Allowance - An amount of money set aside under the Contract for a special purpose identified in the Contract Documents.

Asbestos - Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

DRAFT

Bidder - Any individual, partnership, corporation, joint venture, or other combination thereof submitting a proposal for the Work contemplated, acting directly or through an authorized representative.

Change or Deviation - The use of an alternative item of material or equipment that may not necessarily conform to the letter of the Contract requirements.

Change Order - A document signed by the Contractor and the AGENCY and authorized by the AGENCY regarding an addition, deletion, or revision in the Work, or an adjustment in the Contract price or the Contract time, issued on or after the effective date of the Contract.

Claim - A separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provide for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the Agency.

Clarification - A document issued by the Agency to the Contractor that interprets the requirement(s) and/or design intent of the Contract Documents, may not represent an addition, deletion, or revision in the Work or an adjustment in the Contract price or the Contract times.

Consultants - Any individual, partnership, corporation, joint venture, or other combination thereof, performing Work or services, directly or indirectly, for the Agency.

Consulting Engineer - The term "Consulting Engineer" means the Consulting Engineer or his/her authorized representative.

Contract - The written agreement executed between the Agency and the Contractor covering the performance of the Work.

Contract Time - The number of calendar days allowed for the completion of the Work included in the Contract.

Contractor - The individual, partnership, corporation, joint venture, or other combination thereof who has entered into the Contract with the Agency for the performance of the Work. The term "Contractor" means the Contractor or its authorized representative.

Days - Unless otherwise specified, days shall mean calendar days.

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

District - Improvement District No. 4 of the Kern County Water Agency.

Engineer - The person, agent, consultant, or employee designated by the Agency as Engineer authorized by the Agency, as set forth in the Contract Documents, to represent the Agency, for the purposes of administering this Contract. Assistants, if designated by the Engineer to act on behalf of the Engineer, may do so provided they are authorized by the Engineer.

Field Directive - Written documentation of the actions of the Agency or Engineer in directing the Contractor. Field Directives may be in the form of supplemental Drawings or instructions which may be issued as necessary to clarify or define the intent of the Contract Drawings or Specifications. There may be a change in Contract Sum or Contract Time involved with the Work shown in a Field Directive. Also referred to as a Directive.

DRAFT

Field Order - A written order given to the Contractor authorizing Work that is a change to the scope of the Work carried out on a time and materials basis.

Final Completion - The date when the Work is one-hundred percent (100%) complete, including completion and acceptance of all punch list corrections, as certified by the Agency.

Furnish - The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6906) as amended from time to time.

Holidays - Legal Holidays shall include the following holidays designated by the Agency: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Install - The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

May - “May,” wherever or in whatever manner used, refers to permissive actions.

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the Work or a period of time within which the separately identifiable part of the Work should be performed prior to Substantial Completion of all the Work.

Notice of Award - The written notice by the Agency to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein within the time specified, the Agency will enter into an Agreement.

Notice of Completion - A form signed by the Engineer recommending to the Agency that the Work is 100% complete, including completion and acceptance of all punch list corrections and fixing the date of Final Completion. After acceptance of the Work by the Agency's governing Board, the form is signed by the Agency and filed with the County Recorder.

Owner – The Kern County Water Agency or its authorized representative.

Or Equal - Whenever material or equipment is indicated in these Specifications by stating names of proprietary items or of particular suppliers, the naming of the item is intended to establish the type, function, and quality required. The Contractor may select any of these named items for use on the Project. When the name is followed by the words “or-equal”, it indicates that a substitution may be submitted for approval. An “or-equal” item serves the same function; has the same dimensions, appearance, quality, terms of warranty, durability, reliability, cost in service and maintenance; and complies with the same codes and standards as the named item. Further, its substitution will have no effect on Project details, cost, and program.

Plans, Drawings - The plans (Drawings), or reproductions thereof, which show the location, character, dimensions, and details of the Work to be done.

PROJECT - The total construction of which the Work to be provided under the Contract Documents, may be the whole, or a part thereof as indicated elsewhere in the Contract.

Provide - The words “provide” or “perform,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended

DRAFT

use. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

Punchlist - List of incomplete items of Work and of items of Work which are not in conformance with the Contract. The list will be prepared by the Engineer in writing when the Contractor notifies the Engineer in writing that the Work has been completed in accordance with the Contract Documents and is ready for the Agency’s acceptance.

Request for Information (RFI) - A written request prepared by the Contractor requesting additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems which have arisen under field conditions. An RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.

Request for Quotation (RFQ) - A request for a proposed cost made to the Contractor by the Agency to add, delete or change the Work. RFQ’s shall not be deemed to be directions to proceed with any addition, deletion or change to the Work.

Salvage - All items specified to be salvaged shall be carefully removed so as not to damage the item, and neatly stockpiled at the construction site by the Contractor. The exact location to stockpile items shall be determined by the Engineer. The Engineer shall then make a determination as to which items are to be retained by the Agency. All other items shall be properly disposed of at no additional cost to the Agency.

Shop Drawings (Submittals) - Shop Drawings (submittals) are Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the Work.

Specifications - The directions, provisions, and requirements contained in the General Provisions and Technical Provisions as supplemented by the Special Provisions.

Standard Drawings, Standard Plans - That portion of the plans identified or referenced as such.

Stop Notice - A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work which secures payment from construction funds possessed by the Agency. For public property, the Stop Notice remedy is designed to substitute for mechanic’s lien rights.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with the Contractor to perform any of the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another subcontractor to perform any of the Work.

Substantial Completion - See Section 9.10.3, “Semifinal Inspection/Substantial Completion” for definition of substantial completion.

Substitution - The use of an >or equal= item of material or equipment that meets the Contract requirements, but is not a listed manufacturer or equipment.

Technical Specifications - The Contract Documents identified or referenced as such.

Utility - Public or private fixed works for the transportation of fluids, gasses, power, signals, or communications.

Work - Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in

DRAFT

the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents.

Working Holidays - A working day is defined as any day, except Saturdays, Sundays and Agency Legal Holidays. Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and Agency Legal Holidays) shall be verified with the Agency at least seventy-two (72) hours in advance. The Agency shall be compensated for inspection work, at an hourly rate, for any work on non-working days and for overtime.

Terms: Wherever the terms “required,” “permitted,” “ordered,” “designated,” “directed,” “prescribed,” or terms of like import are used, it shall be understood that the requirements, permission, order, designation, direction or prescription of the Engineer is intended. Similarly, the terms “acceptable,” “satisfactory,” “or equal,” or terms of like import shall mean acceptable to or satisfactory to the Engineer, unless otherwise expressly stated. The word “provide” shall be understood to mean furnish and install.

END OF SECTION

SECTION 00810

SPECIAL PROVISIONS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

A. Definitions

Whenever the following terms occur in the contract documents, their meaning is as follows:

AGENCY	Kern County Water Agency 3200 Rio Mirada Drive Bakersfield, CA 93308
PROJECT MANAGER OR ENGINEER	JT Gardiner, PE Kern County Water Agency Ph: (661) 634-1460
CONSULTING ENGINEER	Meyer Civil Engineering, Inc. 11200 River Run Blvd., Ste. 102 Bakersfield, CA 93311
CONSTRUCTION ADMINISTRATION	Scott Chambless Kern County Water Agency Ph: (661) 634-1464

B. Terms

Command type sentences used in the contract documents refer to and are directed to the Contractor.

C. Marking and Addressing Bid Envelope

Seal the bid in an envelope addressed to the Owner and marked:

**BID FOR
KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01**

D. Reference Material

Appendix A – Contract Drawings

E. Award of Contract or Rejection of Bids

Within a period of sixty (60) calendar days after the opening of bids, the Owner will award the contract or reject all bids.

DRAFT

F. Time for Completion and Forfeiture Due to Delay

The Contractor shall complete all work within one hundred-twenty (120) consecutive calendar days from the date of the Notice to Proceed.

Pursuant to Government Code section 53069.85, forfeiture for each day completion is delayed beyond the time allowed shall be in accordance with Section 01013 – Liquidated Damages.

G. Time to Furnish Bonds, Insurance and Contract

Any bidder awarded the contract shall deliver to the Owner the Contract (Section 00200), the Guaranty (Section 00201), Payment Bond (Section 00202), Performance Bond (Section 00203) and Maintenance Bond (Section 00204), and the insurance certificates and endorsements (Sections 00205, 00206, 00207), with all said documents properly executed, filled-in and notarized where required, within fourteen (14) calendar days from and after the date of Award of the Contract, or within such additional time as allowed by AGENCY.

H. Correspondence with Agency During Construction

During the regular business hours of 7:00 a.m. and 4:00 p.m., Contractor shall contact Scott Chambless (661) 319-3117 (cell). Inquiries by the Contractor after the normal business hours shall be directed to JT Gardiner at (661) 487-0535 (cell).

I. Permits Required

- i. Approved Dust Control Plan, if required
- ii. Approved Storm Water Pollution Prevention Plan, if required
- iii. All other required City permits

J. Refer to Section 01011 Description of Work and Schedule Constraints paragraph 1.4.B.

K. Refer to Section 01018 Contractor Responsibilities paragraph 1.8 – Project Security for Overnight and Weekends.

L. Additional Insured

- i. Kern County Water Agency, its governing body, officers, employees, and agents.
- ii. City of Bakersfield
- iii. Meyer Civil Engineering, Inc.
- iv. Soils Engineering, Inc.

END OF SECTION

SECTION 00900

CULTURAL AND ARCHAEOLOGICAL COMPLIANCE

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 CULTURAL RESOURCES

- A. The Public Resources Code section 5097.5 makes it a misdemeanor for anyone to knowingly disturb an archaeological historical feature. Public Resources Code sections 5097.98 and 5097.99 require protection of Native American remains which may be found and outlines procedures for handling any burials found.
- B. The California Administrative Code, Title 14, Section 4308, requires that no person disfigure any object of historical interest or value. The Penal Code section 622-1/2 makes it a misdemeanor to destroy anything of historical value within any public place.
- C. Should human skeletal material or archaeological remains be found during construction activities, all work must be halted within thirty (30) meters of the find. The Contractor shall notify the Engineer immediately. Construction activities within thirty (30) meters of the find shall remain halted until the Contractor has been notified that construction in the vicinity of the find may resume. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with due to investigations made of the archaeological find, the District will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the State Standard Specifications.

1.2 ARCHAEOLOGICAL MONITORING

- A. Should human skeletal material or other archaeological finds be uncovered, the Contractor's construction activities, within thirty (30) meters of the find, shall be halted immediately and shall not be resumed until permitted, in writing, by the Engineer.
- B. In the event that any skeletal remain or artifact is found, and if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the skeletal remain or artifact being found, the State will compensate the Contractor for such delays to the extent provided for in Sections 8-1.09, "Right-of-Way Delays," of the Standard Specifications, and not otherwise, except as provided in section 81.01, "Utility and Non-Highway Facilities," of the State Standard Specifications.
- C. The Owner reserves the right to use other forces for exploratory work to identify the extent of areas requiring archaeological evaluation or recovery.
- D. Contractor labor, equipment and materials required to assist the archaeologist shall be paid as extra work as provided in Section 4-1.03D of the State Standard Specifications.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 01005

SPECIFICATIONS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 GENERAL

- A. The Contractor shall keep on the job a copy of the Plans and Specifications and shall at all times give the Owner and Engineer access thereto.
- B. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.
- C. 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.
- D. In case of conflict between portions of the Contract Documents, the order of precedence of Contract Documents shall be:
 - First: Permits from other agencies, as may be required by law.
 - Second: Addenda
 - Third: Bid Documents, Division 0
 - Fourth: Site Construction Specifications (Divisions 02-16)
 - Fifth: Plans (Appendix A)
 - Sixth: General Requirements, Division 01
 - Seventh: State Standard Specifications
 - Eighth: Reference Documents
- E. Change Orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above. Detailed Plans shall have precedence over general Plans.
- F. Whenever any conflict appears in any portions of the Contract Documents, it shall be resolved by application of the order of precedence.

1.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

- A. For definitions of the Specifications categorized as General Requirements (Division 01), Site Construction Specifications (Divisions 02-16), refer to Section 01090 – Definitions and Abbreviations.

1.3 REFERENCE DOCUMENTS

- A. For a definition of Reference Documents and State Standard Specifications refer to Section 01090 – Definitions and Abbreviations.
- B. Throughout the following Specification sections, references are made to various widely published, standard and commercial specifications, manuals, or codes of technical societies, organizations, or associations. These specifications are intended to amplify the descriptions of materials, equipment, and construction systems. The Contractor shall caution each of his

DRAFT

Subcontractors to become familiar with the contents of the pertinent portions of these Reference Documents. The following Reference Documents are the most widely used, and are cited or referred to in each of the following sections of these Specifications:

1. American Society of Testing Materials (ASTM)
 2. American National Standards Institute (ANSI)
 3. American Standards Associations (ASA)
 4. American Concrete Institute (ACI)
 5. Federal Specifications, as applicable.
 6. California Building Code
 7. California Plumbing Code
 8. National Electric Code
 9. Construction Safety Orders of the Division of Industrial Relations latest edition.
- C. Each citation of a Reference Document shall be construed to refer to the latest published revision of such specification as of the date of the invitation for bids and to such portions of it that relate and apply directly to the material or installation called for on this job. The Engineer will give no consideration to any claimed ignorance as to what a cited Reference Document contains, since such Subcontractor on a project of this scope is deemed to be experienced and familiar with his own trade to be experienced and familiar with his own trade's generally accepted, published standards of quality.
- D. Whenever references are made to any of the above-mentioned Reference Documents or testing methods in the governing Building Codes, the requirements of those Reference Documents shall govern, insofar as they are not in contravention with maxima or minima prescribed by documents designated in the Building Code.

1.4 LIST OF DRAWINGS

- A. The Work shall conform to the following Drawings:

TITLE	SHEET NUMBER
Cover & Title Sheet	1
Basin 9 T.O. Site and Grading Plan	2
Basin 9 T.O. Profile and Grading Sections	3
Basin 9 Turnout Details	4
Basin 9 T.O. Gate & Cutoff Wall Details	5
Basin 9 T.O. Stilling Well, Staff & Handrail Details	6
Basin 3 T.O. Plan-Profile	7
Basin 3 Turnout Details	8
Basin 3 T.O. Gate & Cutoff Wall Details	9
Basin 3 T.O. Stilling Well, Staff & Handrail Details	10
Possible Borrow Sites Map	11

1.5 STATE STANDARD SPECIFICATIONS

- A. For the purpose of this contract, the following terms or pronouns in place of them, used throughout the State Standard Specifications and defined in Section 1, Definition of Terms, of the State Standard Specifications, shall be as follows:

TERMS	INTERPRETATION
Agency	Kern County Water Agency
Department	Kern County Water Agency

DRAFT

TERMS	INTERPRETATION
Director	Kern County Water Agency Manager
Engineer	Kern County Water Agency Representative
Department of Transportation	Caltrans
Contractor	The person or persons, co-partnership or corporation, private or municipal, who have entered into a contract with the Agency as party or parties of the second part, or his or her legal representative.

1.6 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The applicable standards of the American National Standards Institute and the National Fire Protection Association that have been adopted are hereby made a part of these Specifications as a whole and as mentioned in the various sections.
- B. Any errors, ambiguities, or inconsistencies of these standards with either the local codes, the Specifications, or the Drawings shall be brought to the attention of the Engineer.

1.7 COMPLIANCE WITH ALL LAWS AND CODES

- A. Contractor shall conform to and abide by all local city, county, state and federal laws, rules, regulations, including industrial safety laws. Such laws shall be considered as essential parts of these Specifications and, in the absence of definite requirements herein, the provisions of such rules and regulations shall be observed by the Contractor. If the Drawings and/or Specifications are at variance therewith, Contractor shall so notify Engineer promptly. Should the Contractor perform any work contrary to such laws, ordinances, rules and regulations he shall bear all costs arising therefrom.
- B. Where these Specifications, however, call for or describe materials workmanship or construction of a better quality, higher standard, or larger size than is required by said rules and regulations, the provisions of these Specifications shall take precedence over said rules and regulations. Contractor shall furnish, without any extra charge, all additional labor or materials, or both, when required for compliance with these rules and regulations.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 01011

DESCRIPTION OF WORK AND SCHEDULE CONSTRAINTS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Work consists of furnishing all labor, materials and equipment necessary to complete the North Pioneer East Basin Turnout Structures Project, in Bakersfield California, in accordance with the Plans and the Specifications.
 - 1. Site one is located in the existing City of Bakersfield Basin 9 to discharge water to the East Basin Intake Channel to serve the North Pioneer East Basin in accordance with the Plans and the Specifications. This turnout consists of three precast turnout structures with three 48" diameter discharge pipes. Detailed work items are as stated below in Section 1.1, paragraph B.
 - 2. Site two is located in the existing Section 4, Pond 3 basin levee to discharge directly into the North Pioneer East Basin in accordance with the Plans and the Specifications. This turnout consists of one precast turnout structure with one 48" diameter discharge pipe. Detailed work items are as stated below in Section 1.1, paragraph B.
- B. The construction site is located in Kern County in Bakersfield, California inside the Agency's North Pioneer property and the City of Bakersfield 2800-acre recharge basins. Project is located just south of the Cross Valley Canal at the extension of Nord Avenue from Stockdale Highway.
- C. The primary components are generally described as follows:
 - 1. Submit a completed construction schedule, shop drawings, and material detail sheets for review and approval prior to beginning construction.
 - 2. Prepare and implement a SWPPP and a SJAPCD-approved Dust Control Plan for both project sites, if required. If a SWPPP is not required, the Contractor shall prepare a WPCP.
 - 3. Demolish the existing turnout structures at the Basin 9 Turnout site.
 - 4. Excavate for the new turnout facilities, basin inflow and outfall channels and riprap.
 - 5. Construct the new turnouts by furnishing and installing all materials called for on the construction plans. Excavate for and pour in place concrete cut off walls.
 - 6. Backfill and grade the structures and work area, matching the adjoining existing embankments.
 - 7. Excavate for and place riprap materials to the limits shown on the construction plans. Dress all slopes in the embankments and basin outfall channel.
 - 8. Repair the existing Bike Path at the Basin 9 Turnout Site.

DRAFT

9. Disposal of all unused materials and debris and overall cleanup of the project area.

1.2 BEGINNING OF WORK

- A. The start of the contract duration shall be the date the Notice to Proceed was issued.

1.3 TIME OF COMPLETION

- A. The work shall be completed within the times set forth in Section 00810.

1.4 TIME CONSTRAINTS

- A. Contractor shall supervise, inspect, and direct the Work competently and apply such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the specific means, methods, techniques, sequence, or procedure of construction required to complete the project as specified by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- B. Work hours are defined as between 7:00 am and 4:00 pm, Monday through Friday. Changes to the work hours are at the approval of the Agency and shall be submitted by the Contractor to the Agency in writing 7 days prior to commencement. The Agency will work with the Contractor to adjust the allowable working hours if the required surface temperatures for coating cannot be maintained during the working hours stated above.

1.5 ORDER OF WORK

- A. Sequencing of work shall be as described in the above.

END OF SECTION

SECTION 01013

LIQUIDATED DAMAGES

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 LIQUIDATED DAMAGES

- A. Pursuant to Government Code section 53069.85, the Contractor shall pay to the Owner as liquidated damages the sum of

ONE THOUSAND DOLLARS (\$1,000.00)

per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed in the Contract Documents.

- B. It is agreed by the parties to the contract that in case the work called for under the contract in all parts and requirements is not finished or completed by the deadlines set forth above, damage will be sustained by the Kern County Water Agency, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Kern County Water Agency will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the Kern County Water Agency the sum set forth above per day for each and every calendar day delay in finishing the work after the deadlines set forth above; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the Kern County Water Agency may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.
- C. It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements by the deadlines set forth above, the Engineer shall have the right to extend those deadlines or not, as the Engineer may deem best to serve the interest of the Kern County Water Agency and if the Engineer decides to extend a deadline, the Engineer shall further have the right to charge to the Contractor, or the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Engineer may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of the extension, except that cost of final surveys and preparation of final estimate shall not be included in the charges.
- D. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named above for the completion of the work caused by acts of God or of the public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) calendar days from the beginning of that delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.
- E. No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising

DRAFT

the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract. Only physical shortage of material will be considered as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

- F. If the Contractor is delayed in completion of the work by reason of changes made by Kern County Water Agency or by failure of the Kern County Water Agency to acquire or clear right of way, or by any act of the Engineer or of the Kern County Water Agency not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted, and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) calendar days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

END OF SECTION

SECTION 01017

MATERIALS AND SUBSTITUTIONS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 GENERAL

- A. The materials furnished and used shall be new, except as may be provided elsewhere in these Specifications, or on the Plans.
- B. All materials required to complete the work under this contract shall be furnished by the Contractor, unless otherwise stated.
- C. It shall be the duty of the Contractor to call the Engineer's attention to apparent errors or omissions and request instruction before proceeding with the Work. The Engineer may, by appropriate instructions, correct said apparent errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.
- D. All materials and equipment furnished shall be from a manufacturer who has been regularly engaged in the design and manufacture of the materials and equipment for a period of at least five (5) years.

1.2 DEFINITIONS

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor.
- B. Revisions: Changes to Contract Documents requested by Owner or Engineer.
- C. Options: Specified options of products and construction methods included in Contract Documents.

1.3 TRADE NAMES AND ALTERNATIVES

- A. Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the Plans and Specifications is to specify highest grade standard equipment, and it is not the intent of these Plans and Specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every practical respect to those mentioned herein, as determined by the Engineer.

1.4 SAMPLES

- A. At the option of the Engineer, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Samples representative of the character and quality of materials shall be submitted by the Contractor. Samples shall be of sufficient quantities or amounts for testing or examination.

- B. All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.
- C. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until the Engineer has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Engineer, or his designated representative, in the presence and with the assistance of the Contractor.

1.5 SUBMITTALS

- A. Material Submittals shall be made in accordance with Section 01300 – Submittals.

1.6 INSPECTION OF MATERIALS BY THE CONTRACTOR

- A. Contractor shall make a close inspection of all materials as delivered and shall promptly return all defective materials without waiting for their rejection by the Engineer.

1.7 CERTIFICATES OF COMPLIANCE

- A. A Certificate of Compliance may be required for certain materials and equipment that become final products of the completed Work. Certificates of Compliance shall be furnished prior to the use of any materials for which these Specifications require that such a certificate be furnished. In addition, when so authorized in these Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance.
- B. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Specifications.
- C. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the certificate.
- D. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Plans and Specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- E. The Agency reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
 - 1. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

1.8 MANUFACTURER TESTING

- A. At the option of the Engineer, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the Engineer written notification well in advance of actual readiness of materials and equipment to be tested and inspected at point of origin.

1. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or re-inspection at the site of the Work.
2. Materials and equipment which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

1.9 MANUFACTURERS' RECOMMENDATIONS

- A. All equipment specified and used in the project shall be installed in accordance with the approved manufacturer's current written recommendations.
- B. All such equipment, material, etc., shall be of the manufacturer's latest system or line.

1.10 SUBSTITUTIONS

- A. Conditions: Contractor's substitutions shall be considered when one or more conditions are satisfied, as determined by the Engineer. (The Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.)
 1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. Request is timely, fully documented and properly submitted.
 4. Request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request shall not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by governing authority, and the requested substitution can.
 7. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear.
 - a. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 - b. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
 8. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.

9. Specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
10. Specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

1.11 SUBSTITUTION REQUEST FORM

- A. Use Substitution Request Form in on page 01017-5.
- B. Submit one form (4 copies) for each request.

END OF SECTION

SUBSTITUTION REQUEST FORM

Page 1 of 2

TO:

PROJECT:

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

SECTION:	PARAGRAPH:	SPECIFIED ITEM:
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Proposed 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.

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)

SUBSTITUTION REQUEST FORM

Page 2 of 2

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 _____

SECTION 01018

CONTRACTOR'S RESPONSIBILITIES

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 SUPERVISION AND SUPERINTENDENCE

- A. Contractor shall supervise, inspect, and direct the Work competently and apply such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the specific means, methods, techniques, sequence, or procedure of construction required to complete the project as specified by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent thereto who shall not be replaced without written notice to Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

1.2 OBSTRUCTIONS

- A. Attention is directed to the possible existence of underground utility facilities not indicated on the plans and to the possibility that utility lines may be in a location different from that which is indicated on the plans. The Contractor shall ascertain the exact location of underground utilities whose presence is indicated on the plans, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes, prior to doing work that may damage any of the facilities or interfere with their service.
- B. If the Contractor cannot locate an underground facility whose presence is indicated on the plans, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in the General Conditions.
- C. If the Contractor discovers underground utilities not indicated on the Plans, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The utilities shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in the General Conditions. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the utilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in the General Conditions. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.
- D. Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the project improvements and the plans do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work.

- E. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the project improvements, and that work will be paid for as extra work.
- F. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Plans, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other facility for the rearrangement and bear all expenses in connection therewith.
- G. The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of utility facilities which were not indicated on the Plans or were located in a position substantially different from that indicated on the Plans, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered right of way delays within the meaning of Section 8-1.09, "Right of Way Delays" of the State Standard Specifications, and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09. The Contractor shall be entitled to no other compensation for that delay.
- H. Any delays to the Contractor's operations as a direct result of utility or other non-highway facilities not being rearranged as provided in this Section, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Section 01013 - Liquidated Damages. The Contractor shall be entitled to no other compensation for that delay.
- I. Full compensation for conforming to the requirements of this article shall be considered as included in the various contract items of work and no separate payment will be made therefore.

1.3 PRE-CONSTRUCTION MEETING

- A. A meeting will be held at a time and place designated by the Engineer to discuss the work, construction schedule, mobilization for start of work, and details of administrative procedures to be used during the progress of work. Attending the meeting will be the Engineer and key members of the jobsite staff, representatives of the Agency, the Contractor's authorized representative and key members of his staff, and key subcontractors as selected and requested by the Contractor.

1.4 SAFETY REPRESENTATIVE

- A. 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 in writing to the Engineer all accidents whatsoever arising out of, or in connection with the performance of the Work, whether on or adjacent to the site, with cause of death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage to the property 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.

1.5 SAFETY AND PROTECTION

- A. Safety and Protection: The Contractor shall have at the work site, copies or suitable extracts of Construction Safety Orders, issued by Cal-OSHA. He shall comply with provisions of these and all other applicable laws, ordinances and regulations. Contractor shall have a competent trenching and shoring person on site at all times during trenching and shoring activities.
1. Contractors must comply with provisions of the safety and health regulations for construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29 C.F.R.
 2. In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract.
 3. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his facilities, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.
 4. The Contractor agrees that it shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the Owner and Owner's Representatives harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of Owner or Owner's Representatives.
 5. In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
 6. 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 Owner 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.
 7. The Owner, the Engineer, and their respective employees' site responsibilities are limited solely to the activities of the Owner's and Engineer's employees on site. These responsibilities shall not be inferred by any party to mean that the Owner or Engineer has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The contractor's methods of work performance, superintendence and the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the Contractor alone.
- B. Contractor shall comply with Public Contract Code section 7104

DRAFT

1. The Contractor's attention is directed to the provisions of Public Contract Code section 7104. This section requires that any public works contract which involves digging trenches or other excavations that extend deeper than four feet below ground level contain provisions requiring that (i) the Contractor must notify the local agency of certain specified conditions relating to hazardous waste, unexpected subsurface or latent conditions, or unknown physical conditions, (ii) the local agency must promptly investigate any such conditions reported to it and issue a change order if it makes certain findings regarding those conditions, and (iii) in the event of a dispute between the local agency and the Contractor as to whether hazardous waste exists or whether the conditions encountered differ from those expected, the Contractor is not excused from performance, but must proceed with all Work to be performed under the contract.
 2. Full compensation for all costs involved in locating, verifying, protecting, exposing, bracing, and otherwise providing for utilities and compliance with Public Contract Code section 7104 shall be included in the amounts bid for Miscellaneous Facilities and Operations or the various items of Work, and no separate payment shall be made therefore.
- C. The Contractor shall include all costs for the above items in the various bid items, and no separate payment will be made therefore.
- D. The Contractor shall comply with safety standards established within the Cal/OSHA CCR Construction Safety Orders (CSO) and General Industry Safety Orders (GISO) that are applicable to the work. The Contractor shall have a complete copy of the CSO at the work site. The Contractor shall be solely responsible for job site safety. The Contractor shall ensure the safety of the Owner's employees. The Owner's employees will not be permitted to enter unsafe places for the purpose of making inspections except where an inspection is required to determine if previously detected unsafe conditions have been corrected. Material Safety Data Sheets (MSDSs) shall be in accordance with Federal Standard 313C. All persons shall be required to wear ANSI-standard hard-hats while at the worksite; no bump caps will be permitted. Contractor shall transmit to Owner copies of reports and other documents related to accidents and injuries encountered during construction activities.
- E. Valley Fever - A special biological problem of the project site is presence of tiny organisms living in the soil which can cause valley fever in human beings. As is typical of many desert areas in 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.
- F. Fire Hazard - Fire abatement devices shall be readily available and in operating condition. Necessary precautions shall be taken to keep fire hazard to a minimum; all fuel containers, oily rags, waste, and other combustibles not in covered containers shall be removed from the area daily. The exhaust pipes of internal combustion engines used in the work shall be provided with approved spark arresters.

1.6 ACCIDENT PREVENTION

- A. Precaution shall be exercised by the Contractor at all times for the protection of persons (including Owner, Engineer, and Regulatory Agency employees) and property. The safety provisions of applicable laws, and of building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated.

- B. First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.
- C. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention.

1.7 PROTECTION OF EXISTING ITEMS

- A. Contractor will be held responsible for any damage to existing utilities, structures, roadways and walkways, Work; materials; or equipment because of his operations and shall repair or replace any damaged utilities, structures, roadways, and walkways, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.

1.8 PROJECT SECURITY

- A. The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.
- B. The Contractor shall prevent unauthorized personnel of vehicular entry into the project site.
- C. The Contractor shall be responsible for providing security within the work site as the Contractor deems necessary for the protection of its own equipment, materials, or work from vandalism or theft. The Owner will not be responsible for theft or damage to the Contractor's equipment, materials, or work. If 24-hour on-site security is desired by the Contractor, the Agency will allow for the Contractor to maintain one on-site trailer and up to two on-site security personnel overnight.
- D. Contractor shall keep gates locked and site secure at all times.

1.9 REGULATORY REQUIREMENTS PERMITS AND LICENSES

- A. Regulatory Requirement - The citation or listing of specific laws, ordinances, or regulations in this and other sections of the specifications is not a complete inventory of laws, ordinances, or regulations that apply to those engaged or employed on the work, materials used in the work, the conduct of the work, or the safety and protection of persons, property, and the environment. These citations shall not limit or diminish the Contractor's responsibility to keep fully informed of and observe and comply with laws, regulations, ordinances, codes, orders, rules, standards, or decrees of public bodies having jurisdiction. In the event a law, regulation, ordinance, code, order, rule, standard, or decree conflicts with a requirement of the Contract, the Contractor shall make a written request for direction from the Engineer.
- B. Unless otherwise noted, the Contractor shall procure all permits and licenses, pay all charges and fees, as required, and give all notices necessary and incidental to the due and lawful prosecution of the work.
 - 1. The Contractor shall be responsible for obtaining any permits to haul, transport, and dispose of material.
 - 2. The Contractor shall submit copies of permits required by regulatory authorities and shall retain copies of the permits at the site.

1.10 BIOLOGICAL RESOURCES

- A. Owner's biological consultant will be on site periodically during construction and as deemed necessary by the Owner. Owner's biological consultant shall have the authority to stop construction activities, when threatened or endangered species are encountered.
- B. All construction materials that may attract kit foxes shall be fenced, capped or otherwise prevented from being used by kit foxes or other wildlife. These materials include, but are not limited to, loose dirt stockpiles, trenches and pipes that are 3.5 inches or greater in diameter. Contractor shall check loose stockpiles and inspect pipes stored overnight on the construction site on a daily basis prior to moving material or pipe in any way. Contractor shall inspect these materials for possible entry points and correct them immediately. Trenches that are greater than two (2) feet in depth shall be covered with plywood or similar materials. Alternatively, Contractor must provide escape ramps constructed with either earthen fill or wooden planks. If a kit fox is observed, Contractor shall suspend construction activities and notify Owner staff immediately.
- C. Contractor's vehicles shall maintain a maximum speed limit of 15-mph in the Project Area and on access roads.

1.11 PROJECT SITE MAINTENANCE

- A. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris. Food debris shall be kept in trash receptacles and be removed by Contractor on a daily basis.
- B. Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the work and before final inspection, the entire work site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup and project site maintenance costs shall be included in the Contractor's Bid.

1.12 DEWATERING

- A. The Agency will provide initial dewatering of the work sites and recharge basins to facilitate the installation of the turnout structures. Any other dewatering required shall be the responsibility of the Contractor and in accordance with their Water Pollution Control Plan (WPCP).

1.13 STORM WATER CONTROL

- A. Prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), if required. If a SWPPP is not required, the Contractor shall prepare a Water Pollution Control Plan (WPCP) and submit it to the Agency for their records. Contractor shall be responsible for managing storm water runoff during the construction period and implementing the WPCP.

1.14 USE OF SITE AND OTHER AREAS

- A. The Contractor shall effectively secure and protect adjacent property and structures.
- B. The Contractor shall use extreme care during construction to prevent damage to adjacent property. This includes, but is not limited to, paint overspray during tank coating. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary. Dust control shall conform to the applicable provisions of

Section 10 of the State Standard Specifications. All cleanup, dust control, and project site maintenance costs shall be absorbed in the Contractor's Bid.

- C. 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.
- D. The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.
- E. Compensation for any necessary work required for site maintenance shall be considered as included in the prices paid for the various bid items and no additional compensation will be made therefore.

1.15 EMERGENCIES

- A. 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. If the Engineer determines that a change in the Contract Documents is required due to the action taken by the Contractor in response to such an emergency, a change order will be issued.

1.16 AIR POLLUTION CONTROL

- A. Contractor shall be responsible for preparation and compliance with a San Joaquin Valley Air Pollution Control District (SJVAPCD) Dust Control Plan (DCP) if necessary. Contractor shall submit DCP to the SJVAPCD for approval.
- B. The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- C. Contractor shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII.
- D. Dust control shall be maintained in accordance with the Dust Control Plan.
- E. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Acts of 1970 and Cal OSHA.

1.17 PROJECT SITE SECURITY

- A. The Contractor shall secure the project site at all times when work is not in progress. It shall be his responsibility to protect existing and newly constructed facilities from damage due to his construction operations and shall be responsible for the repair or replacement of any facilities which are damaged due to his failure to secure the project site.
- B. Contractor shall make his own arrangements, pay for and assume all responsibility for acquiring, using and disposing of additional work areas and facilities temporarily required by him. He shall indemnify and hold the Owner harmless from all claims for damages occasioned by such actions.

1.18 NOTIFICATION

- A. The Owner shall be supplied at all times with the names and telephone numbers of at least two (2) persons in charge of or responsible for the work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

An Emergency Contact List with contract numbers and addresses for the Sheriff, Police, Fire Department, the names and telephone numbers of at least two (2) medical doctors practicing in the vicinity and the local ambulance service shall be prominently displayed adjacent to telephones.

- B. The Contractor shall notify the Owner at least forty-eight (48) hours prior to commencing work.
- C. Contractor shall notify USA Underground Service Alert Organization for utility underground permits pursuant to Government Code section 4216. Notification shall be provided a minimum of two business days prior to any excavation. The Contractor shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The Underground Service Alert Phone Number is 800-227-2600. The Contractor shall immediately notify the District and the utility owner if he/she disturbs, disconnects, or damages any utility. The Contractor shall exercise care in avoiding damage to any and all utilities as he will be held responsible for their repair and loss-of-use charges if damaged.

1.19 LABOR

- A. No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the Work, and in no event shall any person under the age of sixteen (16) years be employed.

1.20 COORDINATION WITH OTHERS

- A. Refer to Section 01040 - Coordination of Work.

1.21 CONSTRUCTION WATER

- A. Refer to Section 02233 Watering of the Technical Specifications.

END OF SECTION

SECTION 01019

CONSTRUCTION STAKING

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 LINES AND GRADE

- A. The Work shall be executed in accordance with the lines and grades indicated in the Contract Documents. Distances and measurements, except elevations and structural dimensions, shall be made on horizontal planes.

1.2 CONSTRUCTION STAKING

- A. Engineer will provide project control monuments as shown on the Plans (vertical and horizontal) at the Owner's expense. The Contractor shall pay the Owner any costs of re-establishing the control points if damaged during construction.
- B. As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all work specified in the Contract Documents. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function.
- C. The Contractor shall lay out all work and shall be solely responsible for executing the Work in accordance with the lines and grades indicated.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 01021

OWNER'S RIGHTS AND RESPONSIBILITIES

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 COMMUNICATION TO CONTRACTOR

- A. Except as otherwise provided in these Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Contractor's sole point of contact shall be Engineer or Engineer's designated representative.

1.2 LAND AND EASEMENTS

- A. Owner will provide full access to the project site for Contractor's use throughout the duration of the Project. Contractor shall keep gates locked and site secured at all times.

1.3 DEFECTIVE WORK

- A. If Contractor fails to correct defective work promptly after receipt of notice by the Owner or Engineer, Owner may order defective work done by others after seven (7) days' written notice to Contractor for remedy or correction of any such deficiency.
- B. All claims, costs, losses, and damages sustained by Owner in exercising the right to remedy deficiencies, will be charged against the Contractor.

1.4 LIMITATIONS ON OWNER'S RESPONSIBILITIES

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- B. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 01022

CHANGES TO THE WORK

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 GENERAL

- A. The provisions of Caltrans Standard Specifications section 9-1.03 Force Account Payment are deleted and replaced by this section.

1.2 COST OF CHANGED WORK

- A. When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of that work shall be subject to the approval of the Engineer and compensation will be determined as follows:
 - 1. To actual wages paid, a Labor Surcharge as specified in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."
 - 2. To actual wages paid, including the Labor Surcharge, a fee of fifteen percent (15%).
 - 3. To the costs incurred for materials purchased and equipment rental, a fee of fifteen percent (15%).
 - a. Equipment rental rates shall be computed on the basis of "Labor Surcharge and Equipment Rental Rates" referenced above.
 - 4. To the costs incurred for subcontracted work, a fee of five percent (5%).
 - a. Basis of cost shall be the subcontractor's written quote.
- B. For changes that result in a decrease in cost, the Contractor shall not be entitled to any compensation for loss of expected profit.

1.3 AUTHORIZATION REQUIRED

- A. Contractor shall not proceed with work outside the scope, lines or grades shown on the Plans or other documents without proper authorization. Necessary authorization shall be a Work Change Directive or Change Order, properly signed by the Engineer and/or the Owner.
- B. Work done without proper or timely authorization will not be paid.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 01025

MEASUREMENT AND PAYMENT

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 MEASUREMENT

- A. Unless otherwise specified in the Contract Documents, quantities of work shall be determined from measurements or dimensions in a horizontal plane. All measurements shall be made in accordance with United States Standard Measures and shall be measured on the basis of "in-place" quantities.
- B. After the work has been completed, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be measured. Compensation for such incidental work is considered to be included in the various items of work bid.

1.2 INCREASED OR DECREASED QUANTITIES

- A. Increases or decreases in quantities shall be governed by the General Conditions.
- B. All written requests for adjustment shall be made no later than five (5) calendar days after notification by the Engineer that the item of work is complete.

1.3 FINAL PAY QUANTITIES

- A. Final pay quantities shall be in accordance with the General Conditions except as modified below.
- B. Final pay quantities will be designated only in the Bid Schedule and in Section 01900 – Explanation of Bid Items and are not shown on the Plans.
- C. When an item of work is designated as a Final Pay Quantity on the Bid Schedule and/or in the Explanation of Bid Items, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated.

If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions.

If a final pay item is eliminated, the estimated quantity for the item will be eliminated.

- D. If a portion of a final pay item is eliminated, the final pay quantity will be revised in proportion to the bid quantity represented by the eliminated portion of the item of work.
- E. The estimated quantity for each item of work designated as a Final Pay Quantity on the Bid Schedule and/or in the Explanation of Bid Items shall be considered as approximate only,

and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

- F. In case of discrepancy between the quantity shown on the Bid Schedule for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown on the Bid Schedule.

1.4 PARTIAL PAYMENT

- A. Attention is directed to Article 10.4 of Section 00700, General Conditions, which, except as modified herein, shall apply in its entirety.
 - 1. The local agency shall withhold not less than five percent (5%) of the contract price until final completion and acceptance of the project.
 - 2. Partial payments for materials on hand shall not exceed one hundred percent (100%) of the value of material delivered on site, properly stored in a secured fenced area subject to, or under the control of, the owner and local agency, and unused. Contractor shall submit copies of invoices of materials to support values. Materials stored shall be installed within sixty (60) calendar days of delivery for payment eligibility.
- B. Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed as acceptance of any of the Work. Payment shall not be construed as transfer of ownership of any equipment or materials to the Owner. Responsibility of ownership shall remain with the Contractor who shall obligated to protect any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in Article 7.9 of Section 00700, General Conditions.

1.5 FINAL PAYMENT

- A. Notice of Completion will be filed in the normal course of business following the first regular meeting of Kern County Water Agency which occurs far enough after Final Completion to allow for agendizing Kern County Water Agency approval of the Notice.
- B. Final payment will be due sixty (60) days after the recording of the Notice of Completion by the Owner. Refer to Paragraph 9.10.5 in Section 00700 - General Conditions.
- C. Upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Bidder's Proposal hereto attached. Payments on account thereof will be made as set forth in these Specifications.
- D. The Contractor shall comply with Section 1026 Waiver and Release Submittals.

1.6 SECURITIES IN LIEU OF RETENTION AND ESCROW AGREEMENT

- A. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with Owner, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those withheld moneys to Contractor. Upon satisfactory completion of the contract, the securities shall be returned to Contractor.

DRAFT

- B. Alternatively, Contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by Contractor. Upon satisfactory completion of the contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from Owner, pursuant to the terms of this section. Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.
- C. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner.
- D. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 01026

WAIVER AND RELEASE SUBMITTALS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 GENERAL INSTRUCTIONS FOR WAIVER AND RELEASE (LIEN WAIVER) SUBMITTALS

- A. Waivers and Releases must be submitted, on forms provided by Owner or on equivalent forms supplied by Contractor. Copies of said forms, which comply with Civil Code sections 8132 through 8138, are attached at the end of this Section.
- B. Comply with Section 01025 - Measurement and Payment.
- C. Waiver and Release submittal sequence:
 - 1. Upon initial submittal for progress payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver and Release Upon Progress Payment"**. If initial submittal is also a final submittal for any or all subcontractors, material or equipment suppliers, submit a **"Conditional Waiver and Release Upon Final Payment"** for those suppliers or subcontractors.
 - 2. Upon each subsequent submittal for progress payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver And Release Upon Progress Payment"** for the total amount through the current progress payment. Also submit an **"Unconditional Waiver and Release Upon Progress Payment"** reflecting the previous progress payment aggregate sum.
 - 3. Upon submittal for final progress payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver and Release Upon Final Payment"**. Also submit an **"Unconditional Waiver and Release Upon Progress Payment"** reflecting the previous progress payment aggregate sum.
 - 4. Prior to final payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver and Release Upon Final Payment"**.
 - 5. Upon receipt of final payment, Contractor shall submit an **"Unconditional Waiver and Release Upon Final Payment"**.

END OF SECTION

DRAFT

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

DRAFT

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DRAFT

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SECTION 01040

COORDINATION OF WORK

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 RESPONSIBILITY OF CONTRACTOR

- A. If any part of the Work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work of others that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the work of others as fit and proper except as to defects which may develop in the work of others after execution of the Work by the Contractor.

1.2 WORK INVOLVED WITH EXISTING SYSTEM

- A. Existing materials and equipment removed not designated to be salvaged for Owner in the execution of the Work shall become the property of the Contractor and shall be removed from, and disposed of, off the site by the Contractor in an acceptable and lawful manner.
- B. Potholing of all utilities shown or not shown on the plans shall be the first order of work. Potholing shall be done before any operation involving excavation.

1.3 COORDINATION OF WORK

- A. The Contractor shall maintain overall coordination for the execution of the Work. Based on the Construction Schedule prepared in accordance with these Specifications, Contractor shall obtain from each of his sub-contractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating required modifications.
- B. A schedule for the Base Bid contract items shall be submitted by the Contractor as well as a schedule for the Additive Items.
- C. Refer to Section 01011 for Schedule Constraints.

1.4 COOPERATION WITH OTHERS

- A. Contractor is hereby notified that work by others may be occurring concurrently with his work. Contractor shall extend full cooperation to others performing work authorized by the Owner. Contractor shall not authorize or permit any act which will interfere with the work of others, including work being done by Owner employees. Contractor shall coordinate his work with others so that interference is minimized and the constructed product is that which is required by this contract and the contracts of others.
- B. Contractor to coordinate temporary closure of the bike path and meet the requirements of the City of Bakersfield for notification and signage. Closure time of the path shall be minimized as much as is practicable. Once excavation and backfill procedures are completed under the path, the Contractor shall provide a detour with proper signage to allow the bike path to open. The detour may be smoothly graded and firm soil or temporary cold mix asphalt paving.

DRAFT

- C. Contractor will be required to coordinate with the Agency for relocation of the existing utilities and work within the given constraints of the Agency. All relocation work shall meet their approval.
- D. The operations of the adjacent landowners shall not be impacted by Contract activities. Any disruption of adjacent landowner operations or facilities is strictly prohibited. Construction traffic shall not hinder or impede daily operations of Owner and adjacent landowners' staff.
- E. The light vehicle access routes shown on the Contract Plans are also access routes for pedestrian and equestrian traffic. Contractor shall yield to pedestrian and equestrian traffic at all times.

END OF SECTION

SECTION 01090

DEFINITIONS AND ABBREVIATIONS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 DEFINITIONS AND TERMS

- A. Whenever in these Specifications, or in other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as follows:
1. Calendar Day: Every day shown on the calendar.
 2. Contract Unit Price: The Contractor's original bid for a single unit of an item of work in the Proposal.
 3. Equipment: (Construction) – All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work. (Installed) – All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.
 4. General Conditions: As specified in Section 00700 – General Conditions.
 5. General Requirements: All specifications contained in Division 1.
 6. Notice: Any notice allowed or required to be given by the Owner may be given by the Engineer.
 7. Person: Any individual, association, partnership, corporation, trust, joint venture or other legal entity.
 8. Reference Documents: Bulletins, Rules, Methods of Analysis or Test, Codes, Standards, and Specifications of public or private agencies, Engineer Societies, or Industrial Associations. Reference shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Request for Bids is issued, unless a specific edition is identified, in which case reference shall be to such specific edition. Reference Documents are intended to amplify the descriptions of materials, equipment, and construction systems and are to be considered a part of the Contract Documents insofar as the various sections thereof are referred to hereinafter. Examples of Reference Documents are Federal Specifications, State Standard Specifications, and those of American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), American Standards Associations (ASA), and American Concrete Institute (ACI).
 9. Salvage: The protection storage, and/or removal of specified existing equipment, parts or materials during the work for retention and later use by the Owner.
 10. Sanitary Sewer: Any conduit and appurtenances intended for the reception and transfer of sewage.
 11. State: The State of California.

DRAFT

12. State Standard Plans: State of California, Business and Transportation Agency, Department of Transportation, Caltrans, Standard Plans, latest revision as of the date of execution of the Contract.
13. State Standard Specifications: State of California, Business and Transportation Agency, Department of Transportation", Standard Specifications, latest revision as of the date of execution of the Contract, hereinafter referred to as the State Standard Specifications. These Specifications are to be considered a part of the Contract Documents insofar as they are not superseded by other provisions contained in Divisions 0 through 16 of these Specifications.
14. Storm Sewer: Any conduit and appurtenances intended for the reception and transfer of storm water.
15. Street: Any public road, highway, parkway, freeway, alley, walk or right-of-way.
16. Surety: Any individual, firm or corporation bound with and for the Contractor for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.
17. Utility: Tracks, overhead or underground wires, pipelines, conduits, ducts or structures, sewers or storm drains owned, operated or maintained in or across a public right-of-way or private easement.
18. Water Main: Any conduit and appurtenances intended for the distribution of water.
19. Working Day: Any weekday (Monday through Friday), not a designated national holiday, during which weather allows the Contractor to work four or more hours consecutively, starting no later than 10:00 AM.

1.2 REFERENCED STANDARDS

- A. The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the Owner. The Engineer will furnish, upon request, information as to how copies may be obtained.

1.3 LIST OF ABBREVIATIONS

- A. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ADC	Air Diffusion Council
AEIC	Association of Edison Illuminating Companies
AFBMA	Antifriction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association

DRAFT

AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
APCD	The local Air Pollution Control District
API	American Petroleum Institute
APWA	American Public Works Association
ARI	American Refrigeration Institute
ASA	(now U.S.A.S.I., USA Standards Institute) Association & its Standard Specifications
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
CAL/OSHA	California Occupational Safety and Health Administration
CALTRANS	California Department of Transportation
CBC	California Building Code
CCR	California Codes of Regulations
CDA	Copper Development Association
CEC	California Electrical Code
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CMC	California Mechanical Code
CPC	California Plumbing Code
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard (U.S. Department of Commerce)
DCP	Dust Control Plan
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EJCDC	Engineers' Joint Contract Documents Committee
EPA	Environmental Protection Agency
FED SPEC	Federal Specification
FCI	Fluid Controls Institute

DRAFT

FGMA	Flat Glass Marketing Association
FIA	Factory Insurance Association
FM	Factory Mutual
FSA	Fluid Sealing Association
FTI	Facing Tile Institute
HEI	Heat Exchange Institute
HMI	Hoist Manufacturers Institute
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
ICBO	International Conference of Building Officials
I-B-R	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
JIC	Joint International Conference (Hydraulic Institute)
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
MSS	Manufacturers' Standardization Society
NAAMM	National Association of Architectural Metals Manufacturers
NACE	National Association of Corrosion Engineers.
MBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBHA	National Builders Hardware Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NEMI	National Elevator Manufacturing Industry
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Thread
NRCA	National Roofing Contractors' Association
NRMCA	National Ready Mixed Concrete Association
NSC	National Safety Council
NSF	National Sanitation Foundation
NTMA	National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PFI	Pipe Fabrication Institute
PS	Product Standard
PSIA	Absolute pressure in Pounds per Square Inch
PSIG	Gage pressure in Pounds per Square Inch

DRAFT

RTI	Resilient Tile Institute (formerly AVATI)
SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SI	International Systems of Units (Metric)
SIGMA	Sealed Insulating Glass Manufacturers Association
SFPA	Southern Forest Products Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPFA	Steel Plate Fabricators Association
SPI	Society of the Plastics Industry
SPTA	Southern Pressure Treaters Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction (Greenbook)
SWPPP	Storm Water Pollution Prevention Plan
UL	Underwriters' Laboratories
UPC	Uniform Plumbing Code
USBR	U.S. Bureau of Reclamation
USGS	United States Geological Survey
WCLA	West Coast Lumbermen's Association (Std. Grading and Dressing Rule)
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WPCP	Water Pollution Control Plan
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 01300

SUBMITTAL PROCEDURES

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 GENERAL SUBMITTAL REQUIREMENTS

- A. The Contractor shall submit to the Engineer such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the Work. The Contractor's attention is directed to the individual Specification sections in these Contract Documents that may contain additional and special submittal requirements.

1.2 CONSTRUCTION SCHEDULE

- A. Construction Schedule Requirements:
1. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within ten (10) calendar days of date established for the Notice to Proceed.
 2. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - a. For construction activities that require one (1) month or longer to complete, indicate an estimated completion percentage in ten percent (10%) increments within time bar.
 - b. Establish procedures for monitoring and updating schedule and for reporting progress.
 - c. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule or as communicated to Owner.
 - d. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - 1) Preparation and processing of submittals.
 - 2) Mobilization and demobilization.
 - 3) Purchase of materials.
 - 4) Delivery.
 - 5) Major tasks.
 - 6) Testing and inspections.
 - 7) SJVAPCD Dust Control Plan.
 - e. Contractor shall provide the estimated number of vehicles (dump trucks, concrete trucks, water trucks, and other construction vehicles) that will occupy

DRAFT

the project site and the number of vehicles that will transport materials to and from the project site each day.

- f. Critical Path Activities: Identify critical path activities, including those for interim completion dates.

B. Revisions to Construction Schedule:

1. Attention is directed to the provisions of Section 01013 - Liquidated Damages
2. The Contractor shall provide updated Construction Schedules on a weekly basis.
3. The Contractor shall submit a revised Construction Schedule within five (5) calendar 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 or control point requirement, by five (5) calendar days or ten percent (10%) of the remaining duration, whichever is less.
 - 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.
4. Acceptance of the revised Construction Schedule and all supporting data is contingent upon compliance with other related requirements specified elsewhere in this Division 1 – General Requirements and in any other Contract Documents, or requirements by the Engineer.
5. The cost of revisions to the Construction Schedule resulting from Contract changes will be included in the cost for the change in the Work, and will be based on the complexity of the revision or Change Order, man-hours expended in analyzing the change, and the total cost of the change.
6. The cost of revision to the Construction Schedule not resulting from authorized changes in the Work shall be the responsibility of the Contractor.

C. Refer to Section 01324 – Project Schedules and Reports for additional requirements.

1.3 ADMINISTRATIVE SUBMITTALS

- A. The Contractor is reminded of his obligation, as required by law, to make required submittals to applicable Federal, State or local agencies. Failure to comply with this requirement may result in the withholding of progress payments and make the Contractor liable for other prescribed action and sanctions.
- B. The Contractor shall submit for information to the Engineer a copy of all letters relative to the Contract, transmitting notifications, reports, certifications, certified payrolls, etc. submitted directly to a federal, state, or other governing agency.
- C. During the performance of the Contract, the Contractor shall maintain on a daily basis, and submit to the Engineer as requested, full and correct information as to the number of persons employed in connection with each subdivision of the work, the classification, cost, source,

and amount of each class of materials delivered, equipment received, and major construction equipment used in each subdivision of the work.

1.4 TECHNICAL SUBMITTALS (SHOP DRAWINGS)

- A. Submittals are required for each item listed in Section 01301, Master List of Submittals. Contractor may submit additional materials and/or equipment at his option.
- B. Requirements in this Section are in addition to any specific requirements for submittals specified in other divisions and sections of these Contract Documents.
- C. 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.
- D. 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.
- E. Submittals will be acted upon by the Engineer and returned to the Contractor within ten (10) working days of receipt by the Engineer. 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.
- F. Additional costs for the Engineer's review beyond the second submission shall be borne by the Contractor. This applies to all submittals including shop drawings.
- G. After a submittal has been reviewed and accepted, no changes or substitutions to that submittal will be allowed.
- H. Shop Drawings and submittals will be reviewed for general conformance with the drawings 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.

1.5 SUBMITTAL PROCEDURE:

- A. Contractor shall submit submittals electronically in Adobe Acrobat PDF format to Engineer. Alternatively, submittals can be sent to:

JT Gardiner
Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308

DRAFT

- B. Submit submittals in ample time for each to serve submittal's intended purpose.
- C. Submit submittals which are specified or reasonably required for construction operation, and maintenance of Work.
- D. Deliver submittals under acceptable transmittal form which identifies:
 - 1. Submittal date.
 - 2. Project and Contractor.
 - 3. Subcontractor and major supplier, when appropriate.
 - 4. Reference submittal to Contract Documents by Drawing, detail, and/or Specification section numbers, as appropriate.
- E. Shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the shop drawings that Contractor has checked and approved the shop drawings, 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. Shop drawings which are incomplete or have not been checked by the Contractor will be returned to the Contractor for corrected resubmission.
- F. After review by the Engineer, an electronic PDF copy will be returned to the Contractor, appropriately marked. If major changes or corrections are necessary, the shop drawing will be rejected and returned to the Contractor with direction to make changes or corrections. 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 on the resubmitted shop drawings in addition to those requested by the Engineer, such changes shall be clearly explained in an accompanying transmittal letter.
- G. 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 Contract Drawings or Specifications, unless the Contractor has called attention to such deviations by a letter accompanying the shop drawings and the Engineer approves the change or deviation in writing at the time of his review; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the shop drawings.
- H. 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.
- I. Review by Engineer:

Upon review by the Engineer of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

 - 1. **NO EXCEPTIONS TAKEN:** Accepted subject to its compatibility with further submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown in the partial submittal.

2. MAKE CORRECTIONS NOTED: Same as 1.a., except that minor corrections as noted shall be made by the Contractor. No re-submittal required.
3. REVISE AND RESUBMIT: Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer. Re-submittal required.
4. SUBMIT SPECIFIED ITEM: Minor item in submittal missing or incomplete. Submit data, specifications, drawings covering specified item only. Submittal shall be referenced to the main submittal under review.
5. REJECTED: Submitted material does not conform to Plans and Specifications in major respect (i.e., wrong item, wrong size, model, capacity, or material), re-submittal required.

1.6 SHOP DRAWING REQUIREMENTS:

- A. General: Shop drawings referred to herein shall include shop drawings, 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:
 1. Complete manufacturer's specifications, including materials description and paint system.
 2. Samples of finish colors for selection.

1.7 RECORD DRAWINGS:

- A. The Contractor shall deliver to the Engineer one complete set of final Record Drawings before the contract will be considered complete by the Owner. The Record Drawings will consist of a drafted marked-up set of Contract Record Drawings. Sketch mark-up on drawings will not be acceptable.
- B. The Contractor shall keep an up-to-date set of marked-up Contract Record Drawings on a full-size set of the Contract Drawings. During the progress of the work, the Contractor shall record and mark-up any changes from or additions to the work described in the Plans and Specifications. All information recorded on the Contract Record Drawings shall be clearly legible.
- C. At the end of the work, prior to Project Closeout, the Contractor shall provide the Engineer with the Contract Record Drawings, showing all "as-built" conditions.
- D. Final payment will not be made to the Contractor until such time as the Record Drawings are satisfactorily submitted.

1.8 REQUESTS FOR INFORMATION

- A. 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.
- B. A separate 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.

DRAFT

only when the items are so functionally related that expediency indicates review of the group of items as a whole.

- C. The Engineer will reply to the Contractor's Request for Information within five (5) working days following receipt by the Engineer.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01301

MASTER LIST OF SUBMITTALS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1: GENERAL

1.1 GENERAL

- A. The following submittals are required for the Work. Other submittals may be required as requested by the Owner or Owner's Representative.
- B. Prior to or at the Pre-Construction meeting, the Contractor shall submit the following:
 - 1. Designation of Superintendent and Foreman – brief resume, work phone number, cell phone number, and home phone number;
 - 2. Emergency contact list;
 - 3. List of Subcontractors and major suppliers;
 - 4. Schedule of values;
 - 5. Contractor Safety Plan, Injury Illness Prevention Plan (IIPP), and Confined Space Program;
 - 6. Construction Schedule;
 - 7. Dust Control Plan as specified in Section 02504 – Dust Control;
 - 8. List of Submittals that includes expected dates to be submitted to Owner;
 - 9. Aluminum slide gate shop drawings;
 - 10. Pre-cast concrete shop drawings.
- C. The following submittals shall be provided by the Contractor subsequent to the Pre-Construction meeting:
 - 1. Contractor's Plan of Activities and updated Construction Schedules (submitted weekly);
 - 2. Copies of all required permits, including, but not limited to:
 - a. Approved Dust Control Plan, if required;
 - b. Approved Storm Water Pollution Prevention Plan, if required;
 - c. Approved Water Pollution Control Plan, if required;
 - 3. All administrative and conditional submittals as explained in Section 01300 – Submittal Procedures;

DRAFT

4. Access routes and staging area plan along with a description of intended uses;
5. Concrete mix designs:
 - a. 5,000 psi mix design for pre-cast concrete structures;
 - b. 4,000 psi mix design for cast-in-place cut-off wingwalls;
 - c. 4-sack sand slurry for backfill of pre-cast wing walls;
 - d. 2-sack sand slurry for pipe bedding;
 - e. Material certificates, admixtures, form release and curing compounds as specified in Section 03300 - Cast-In-Place Concrete;
6. HDPE pipe cut sheets;
7. Rock slope protection cut sheets;
8. Rock slope protection fabric cut sheets;
9. Shop Drawings for all miscellaneous metal work and structural steel, as specified in Section 05500 –Metal Fabrication;
10. Other miscellaneous items not noted above.

END OF SECTION

SECTION 01400

QUALITY CONTROL AND TESTING

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 NOTICE OF DEFECTS

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- B. All defective Work may be rejected, corrected, or accepted, at the discretion of the Owner and Engineer.

1.2 ACCESS TO WORK

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith.

1.3 MATERIALS AND EQUIPMENT

- A. Materials and equipment shall be subject to the requirements of Section 01017 – Materials and Substitutions.

1.4 PROJECT SITE TESTING

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Except for specified material suitability tests, all initial routine tests of materials shall be at the expense of the Owner and shall be performed by an independent certified laboratory designated by the Owner. Whenever a specified percent relative compaction test is required and the material or portion thereof so tested fails to meet or exceed the relative compaction specified, all subsequent retesting shall be performed at the expense of the Contractor.
- C. All material suitability tests shall be at the expense of the Contractor. Testing shall be by an independent certified laboratory approved by the Engineer.

1.5 TEST STANDARDS

- A. All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.
- B. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the ASTM, where applicable.

1.6 UNCOVERING WORK

- A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without concurrence of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and recovered at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be re-observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall promptly correct said defects, including all work involved in uncovering and recovering the work, at no cost to the Owner.
 - 2. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

1.7 CORRECTION OR REMOVAL OF DEFECTIVE OR REJECTED WORK

- A. Upon receipt of notice, Contractor shall correct all defective or rejected Work and replace it with Work that is not defective, at no cost to the Owner.

1.8 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so.
 - 1. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.
 - 2. Engineer shall determine the reasonableness of the diminished value of Work so accepted and Contractor shall pay all costs involved in making such determination.

END OF SECTION

SECTION 01501

TEMPORARY FACILITIES

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 GENERAL

- A. The Contractor shall provide all temporary facilities and utilities required for completion of the Work as well as safety precautions and programs. No attempt is made to set out in detail the Contractor's means or methods necessary to accomplish the tasks involved.

1.2 TEMPORARY UTILITIES

A. Water

- 1. The Contractor may make arrangements with the Owner for construction water from a location within the site. Refer to Section 02233 – Watering.
- 2. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

B. Sanitary Facilities

- 1. The Contractor shall provide suitable and adequate sanitary conveniences for the use his staff at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.
- 2. With respect to sanitation facilities, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the State. State and County Public Health Service representatives shall have access to the Work, whether it is in preparation or progress, and the Contractor shall provide facilities for such access and inspection.

1.3 TEMPORARY CONSTRUCTION FACILITIES

- A. Construction hoists, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.
- B. Temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. The Contractor shall submit design calculations prepared by a professional registered engineer for staging and shoring prior to application of loads.
- C. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations from one hour before sunset each day to one hour after sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded in such a manner as to prevent person from falling, walking, or otherwise entering any

DRAFT

excavation in any street, roadway, parking lot, treatment plant, or any other area, public or private.

- D. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.
- E. At such time or times any temporary construction facilities and utilities are no longer required for the work, the Contractor shall notify the Engineer of his intent and schedule for removal of the temporary facilities and utilities, and obtain the Engineer's approval before removing the same. As approved, the Contractor shall remove the temporary facilities and utilities from the site as his property and leave the site in such condition as specified, as directed by the Engineer, and/or as indicated on the Plans.

1.4 ACCESS ROADS AND STAGING AREA

- A. The Contractor shall coordinate with the Owner for access to the project site. Storage and laydown areas will be provided to the Contractor as shown in the Contract Drawings. Before beginning site work, submit a plan showing Contractor's intended use of the site assigned to it. On-site parking for Contractor's personnel shall be located within the storage and laydown area shown on the Contract Drawings.
- B. Contractor's use of access roads shall not block access to Agency, other property owners, and other property owner's lessees from access to and operation of their facility.
- C. Adequate access shall be maintained to all storage areas and other areas to which frequent access is required. The Contractor shall use the designated storage areas within the project boundaries to store equipment and materials. Should the Contractor choose to store equipment and material outside the project area the contractor shall bear all associated costs. The Contractor shall provide any temporary storage required for the protection of equipment and materials as recommended by manufacturers of such materials.
- D. 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 with accordance with manufacturer's 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.

END OF SECTION

SECTION 01502

PROTECTION OF UNDERGROUND FACILITIES AND SURVEY MONUMENTS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 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 Owner or Engineer by the owners of such underground facilities, including Owner, or by others.
1. Owner 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 owners of such underground facilities, including Owner, during construction, and
 - d. The safety and protection of all such underground facilities and repairing any damage thereto resulting from the Work.
- B. Not Shown or Indicated: If an underground facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated with reasonable accuracy in the Contract Documents, the provisions of Section 01018 shall apply.
1. Contractor shall develop and execute a work-plan, subject to Engineer's approval to protect underground facilities.
 2. The Contractor shall expose, prior to staking and trenching, all existing utilities and existing facilities which may control proposed facility grades, and alignment. Two working days' notice shall be given to the Engineer prior to commencing this work.
 3. 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.

1.2 PROTECTION

- A. 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 Owner 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. Facilities adjacent to work shall

be protected in place when excavating in their vicinity. The support system shall prevent movement, dislocation, and deflection of the piping, utilities, and structures at all times. Support and protection shall be designed by a registered as a civil engineer in California and shall be acceptable to the Owner.

- B. 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 owner 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.

1.3 SURVEY MARKERS AND PERMANENT REFERENCE POINTS

A. Surveying and Permanent Survey Markers

The Engineer will take measurements to assure the preservation of survey markers (monuments and benchmarks). The Contractor shall not disturb permanent survey markers without the consent of Engineer and shall bear the expense of replacing any that may be disturbed without permission.

1. Replacement of survey markers shall be done only by the Engineer.
2. If disturbing of markers cannot be avoided, the Owner shall pay the cost of replacing said markers.

B. Lot Corner Monuments

The Contractor shall preserve property line and corner survey markers except where their destruction is unavoidable and the Contractor is proceeding in accordance with accepted practice. Markers that are lost or disturbed by his operations shall be replaced at the Contractor's expense by the Engineer.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 GENERAL

- A. It is the intent of these Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

1.2 CLEANING

- A. 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 of the Work, all unused and rejected materials, surplus earth, concrete, plaster, and debris, excepting select material which may be required for refilling or grading.

1.3 FINAL SITE CLEAN-UP

- A. Upon completion of the Work, and prior to final acceptance, all paint, surplus material, equipment and material removed and not listed as salvage or replace on the project plans shall be removed from the vicinity of the site. In the event of Contractor's failure to do so, the same may be removed by the Owner after ten (10) days written notice to the Contractor. Such removal shall be at the expense of the Contractor and will be deducted from the final payment due him. Where construction crosses public or private property, it shall be restored by the Contractor to the complete satisfaction of the Agency, at the Contractor's expense.

1.4 WASTE DISPOSAL

- A. 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.

1.5 PROJECT RECORD DOCUMENTS

- A. The Contractor shall maintain at the site, available to the Owner and Engineer, one copy of the Contract Documents, Drawings, Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. These Documents shall be delivered to the Engineer upon completion of the Work.
- B. Record drawings will be reviewed regularly as a condition of progress payments.
- C. Record documents shall be reviewed during progress meetings to ascertain that all changes have been recorded.
- D. The Agency requests that record drawings be copied or scanned on a regular basis during the project to ensure that as-built information is not lost.
- E. Store Record Documents separate from documents used for construction.

1.6 TOUCH-UP AND REPAIR

- A. 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.
 - 2. City of Bakersfield Bike Path.
 - 3. Exposed structure surfaces.
 - 4. Exposed equipment surfaces.
 - 5. Exposed piping surfaces.
 - 6. Fencing.

1.7 WARRANTIES

- A. Provide notarized copies.
- B. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in binder with durable plastic cover.
- D. Submit prior to Application for Final Payment.

END OF SECTION

SECTION 01900

EXPLANATION OF BID ITEMS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the Contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

1.1 BID ITEMS

Bid Item 1 - Mobilization, Demobilization, Clean-up, Bonds and Insurance: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals making up the cost of mobilization, move-in, move-out, all necessary bonds, insurance, permits, licenses, and fees required during the performance of the work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction. Payment for mobilization shall be made with the first progress payment at which time the Contractor has all necessary facilities to begin work at the project site and shall not exceed 80 percent of the bid item amount. Payment for demobilization shall be made with the last progress payment and shall not be less than 20 percent of the bid item amount.

Bid Item 2 – Storm Water Pollution Control Plan and SJVAPCD Dust Control Plan: The lump sum bid shall include the cost for preparing, submitting, and implementation of the Dust Control Plan (DCP), and all revisions the Contractor, Owner, and/or regulating authority deem necessary to comply with all federal, state, and local air pollution laws and regulations; preparing, submitting, and implementing a Stormwater Pollution Prevention Plan (SWPPP), and all revisions the Contractor, Owner, and/or regulating authority deem necessary to comply with all federal, state, and local water pollution laws and regulations. Also included in this bid item is the construction and maintenance of all of the facilities required to comply with the DCP and SWPPP; removal of the required facilities upon project completion; and shall include full compensation for providing all miscellaneous materials, incidentals, labor, tools and equipment and for doing all work involved as detailed in the Plans and Specifications, and complying with the DCP, SWPPP, and their respective subsequent revisions. This bid item shall be for the Work and sites associated with the base bid items. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 3 – Minimum of 40,000 Gallons of Water Storage at KCWA Well No. 28: Payment for this bid item shall include full compensation for all labor, materials, tools, equipment, and incidentals to

DRAFT

provide a minimum of forty thousand (40,000) gallons of temporary water storage adjacent to KCWA Cross Valley Canal for construction water as described in Specification Section 02233 – Watering. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed, with final payment not made until the storage equipment is removed from the Owner's property.

Bid Item 4 – Basin 9 Turnout - Demolition of Existing Structures: Payment for this bid item shall include full compensation for all labor, materials, tools, equipment and incidentals for the removal and disposal of the existing Basin 9 Turnout structure prior to construction of the new proposed structure. The structure is primarily constructed with steel. Concrete foundations and cutoff walls exist that also need removal. Three individual structures exist consisting of a ten foot (10') wide by nine foot (9') high steel turnout box with cutoffs and two (2) forty-eight inch (48") diameter corrugated steel pipes that are sixty-two feet (62') long each. The structures are to be completely removed and disposed of. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 5 – Basin 9 Turnout - Project Site Earthwork: Payment for this bid item shall include full compensation for all labor, materials, tools, equipment and incidentals at the Basin 9 Turnout structure site for the dewatering of the work area, excavation of the existing basin embankment, all structure excavation, all basin outfall channel excavation, all excavation for riprap, importing fill material, all structure backfill and basin levee embankment for the roadway embankment to the lines, grades, and compaction effort shown on the Contract Plans. Import fill material has been approximately calculated to be two hundred cubic yards (200 CY) and is for Bidder's reference only. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 6 – Basin 9 Turnout - Construct Turnout Structure: Payment for this bid item shall include full compensation for all labor, materials, tools, equipment and incidentals for furnishing and installing all items for the completed for the Basin 9 Turnout structure as shown on the Contract Plans. This includes the in-place construction of the concrete cutoff walls. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 7 – Basin 9 Turnout - Rock Slope Protection: Payment for this bid item shall include full compensation for all labor, materials, tools, equipment, and incidentals for the placement of rock slope protection at the Basin 9 Turnout structure, downstream and upstream of the turnout, to the design lines and grades shown on the plans. Rock slope protection includes the twelve inches (12") of rock slope protection over the six inches (6") of filter gravel that is placed on filter fabric laid on the compacted subgrade. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 8 – Basin 9 Turnout - Reconstruct Bike Path: Payment for this bid item shall include full compensation for all labor, materials, tools, equipment, and incidentals to reconstruct the bike path that is impacted by the construction of this project. The bike path is owned and operated by the City of Bakersfield. The Contractor is to meet requirements by the City of Bakersfield for notification, signage and temporary closure of the path. Closure time of the path shall be minimized as much as is practicable. Once excavation and backfill procedures are complete under the path, the Contractor shall provide a detour with proper signage to allow the bike path to open. The detour may be smoothly grading and firm soil or temporary cold mix asphalt paving. Once the turnout construction is complete the Contractor shall sawcut the existing pavement tie-in lines, regrade and repave the affected portion of the path. Structural section and shoulders shall be in accordance with the detail as shown on the plans. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 9 – Pond 3 Turnout - Project Site Earthwork: Payment for this bid item shall include full compensation for all labor, materials, tools, equipment and incidentals at the Pond 3 Turnout structure site for the dewatering of the work area, excavation of the existing basin embankment, all structure excavation, all basin outfall channel excavation, all excavation for riprap, all structure backfill and basin levee embankment for the roadway embankment to the lines, grades, and compaction effort shown on

DRAFT

the Contract Plans. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 10 – Pond 3 Turnout - Construct Turnout Structure: Payment for this bid item shall include full compensation for all labor, materials, tools, equipment and incidentals for furnishing and installing all items for the completed for the Pond 3 Turnout structure as shown on the Contract Plans. This includes the in-place construction of the concrete cutoff walls. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 11 – Pond 3 Turnout - Rock Slope Protection: Payment for this bid item shall include full compensation for all labor, materials, tools, equipment, and incidentals for the placement of rock slope protection at the Pond 3 Turnout structure, downstream and upstream of the turnout, to the design lines and grades shown on the plans. Rock slope protection includes the twelve inches (12") of rock slope protection over the six inches (6") of filter gravel that is placed on filter fabric laid on the compacted subgrade. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

The estimated quantity for each item designated as a 'Final Pay Item' in the Bid Form shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. In the case of discrepancy between the quantity shown in the Bid Form for a Final Pay Item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Bid Form.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 02115

DEMOLITION

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall demolish, remove, and dispose of debris and demolished materials in accordance with all Federal, State, and Local laws without onsite accumulation thereof.
- B. The Contractor shall protect existing and new work from damage.

1.2 RELATED WORK

- A. Division 2 – Site Work

1.3 SUBMITTALS

- A. Demolition Plan
 - 1. Submit a demolition plan for approval by the Engineer. The Plan shall indicate the methods employed, sequence, equipment, and procedures.
 - 2. Plan shall indicate all safety measures to be used in accordance with all applicable codes.
- B. Contractor shall submit a plan and schedule for demolition and disposal of all concrete to be removed. The information shall be submitted prior to beginning of the Work sufficiently in advance to permit review by the Engineer.
- C. Contractor shall submit copies of all permits obtained by Contractor related to the Work of this Section.
- D. The Contractor shall submit for review all procedures for control of job-related activities to protect the environment, including dust control measures, handling and disposal of solid wastes, handling oil and hazardous substances (brought to the site by Contractor), storage, spill prevention and clean-up. Contractor shall comply with Agency specification 01018, part 1.16 requirements for the San Joaquin Valley Air Pollution Control District.

1.4 DEBRIS REMOVAL

- A. Remove all rubble, debris, and waste materials generated during the demolition procedures from the site as it accumulates.
- B. Find a regulated disposal facility for the waste materials at the Contractor's expense.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. The Contractor shall furnish all materials, labor, and equipment necessary for removal and disposal of concrete and materials specified herein.

- B. The Contractor shall be responsible for the selection and adequacy of all materials and equipment for the Work in this Section.

PART 3 EXECUTION

3.1 GENERAL

- A. Material to be disposed of off-site by the Contractor shall be removed from site as soon as possible. Material shall not be stored at the Site for more than seven (7) days without the Agency's consent. The Agency must approve all storage areas. All material shall be removed before completion of the contract. Material salvaged for the Contractor shall not be sold on the site.
- B. The exact location and size of all existing concrete structures may vary from what is shown on reference drawings. Reinforcement will likely be encountered in the concrete. Protect in place all reinforcement encountered during demolition.
- C. Concrete shall be removed by drilling, chipping, sawing, or other methods approved by the Engineer. No explosives or blasting will be permitted for removal of concrete. Demolition work shall proceed in such a manner as to minimize the spread of dust and flying particles and to provide safe working conditions for personnel.

3.2 DISPOSAL OF CONCRETE

- A. All concrete and other waste materials shall become the property of the Contractor. Contractor shall dispose of debris off-site, in a legal manner. The Contractor shall promptly dispose of debris resulting from the demolition operation and shall leave the work areas clean of all debris. All debris and rubbish removed from the site shall be legally transported to and disposed of in a city or county approved landfill. The Contractor shall obtain permits required for all disposal.

3.3 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.

3.4 POLLUTION CONTROLS

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing prior to start of selective demolition.

END OF SECTION

SECTION 02233

WATERING

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work of this section consists of furnishing all equipment, hauling, and applying water required for compaction of embankments, backfills, subgrade, and base course, and for landscaping, and other construction operation.

1.2 RELATED WORK

- A. Section 02300 – Earthwork
- B. Section 02503 – Water Pollution Control Plan
- C. Section 02504 – Dust Control.

1.3 REFERENCES

- A. Section 10-6 - Watering, State of California Standard Specifications, 2018

PART 2 PRODUCTS

2.1 WATER

- A. Free of debris, organic matter, and other objectionable substances.

PART 3 EXECUTION

3.1 WATER TRUCK

- A. At least 1,000-gallon capacity.
- B. Keep at least one water truck on site at all times, unless Owner or Owner's representative approves removal of the truck from the site before final completion.

3.2 APPLICATION

- A. Ensure a uniform application of water for optimum moisture content. Avoid excessive runoff and minimize water waste.
- B. The Contractor may water excavation areas before excavating, and drill full depth of excavation to make moisture determinations.
- C. If overwatering occurs, contractor shall de-water at no additional expense to the Agency.

3.3 SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other agencies under his control.

A. Dust Control

1. As specified in Section 02504 – Dust Control.

B. Water

1. The Contractor shall be responsible for bringing water to the work areas and provide a minimum of forty thousand (40,000) gallons of temporary water storage adjacent to KCWA Cross Valley Canal as shown on Sheet 01 of the Contract Drawings. The Contractor shall build and maintain access and haul roads, and furnish, operate, and maintain all pumps, fuel containment, meters, piping, tanks, storage, and other facilities needed to load, transport, store, distribute, and use the water as specified. Contractor may choose to use an alternate source of water for construction at the Contractor's expense.
2. Contractor shall measure water use from a water meter daily and report water use on a weekly basis to the Owner. The Contractor-selected water meter shall be approved by the Owner and have a certification of calibration within the past year.
3. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.
4. Full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in accessing and applying water as required by the Contract Documents and Specifications, State Standard Specifications, shall be considered as included in the contract unit prices paid for other items of work and no additional allowance will be made, therefore.

END OF SECTION

SECTION 02300

EARTHWORK

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN
TURNOUT STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Excavate earth and rock as necessary to allow the installation or construction of various items of work, regardless of character and subsurface conditions. Construct the horizontal 4 foot minimum by vertical two foot (2') maximum benched keyway as shown on the Plans.
- B. Haul, place, rough grade, moisture condition, compact, and finish grade excavated material as engineered fill on those portions of the project site where it is necessary in order to construct the facilities indicated on the Plans.
- C. Dispose of unsuitable and excess material on the project site as directed by the Owner or Owners representative.
- D. Prepare excavation and fill for compaction testing.

1.2 RELATED WORK

- A. Section 02315 – Compacting Earth Materials
- B. Section 02330 – Unclassified Material
- C. Section 02503 – Storm Water Pollution Prevention Plan
- D. Section 02504 – Dust Control
- E. Section 03300 – Cast-In-Place Concrete

1.3 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions.
- B. Submittal 02300-1 – Work Protection Plans:
 - 1. Submit plans as required for work protection against caving ground in excavation. Designs for shoring, bracing, sloping, or similar provisions shall bear the seal of a registered civil or structural engineer.
- C. Submittal 02300-2 – Water Control Plan
 - 1. Prior to beginning any work on the removal of residual water from the project area, the Contractor shall submit for the Owner or Owners representative's approval a water control plan showing Contractor's proposed method for the removal of water from the pipe trench and excavation for the pre-cast structures.
- D. Submittal 02300-3 – Trenching and Shoring Plan

1. Contractor shall provide trenching and shoring plan for all excavations exceeding five feet (5') in depth. Trenching and shoring plan shall be prepared by a California licensed professional civil or structural engineer.

E. Submittal 02300-4 – Trenching and Shoring Permit

1. Contractor shall provide the Agency with a copy of their current Trenching and Shoring Permit.

1.4 REFERENCES

- A. See references listed in Section 02315 – Compacting Earth Materials.
- B. Standard Specifications and Standard Plans – California Department of Transportation (Caltrans), 2006.

1.5 PROTECTION

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.
 1. Trenches shall have sloping, sheeting, shoring, and bracing conforming with 29CFR1926, Subpart P—Excavations, CAL/OSHA requirements, and the Contract Documents.
- B. Notify Owner or Owners representative of unexpected subsurface conditions.
- C. Grade excavation top perimeter to prevent surface water run-off into excavation.

1.6 CONTROL AND DIVERSION OF WATER

- A. General – The Contractor shall furnish or procure all materials and labor required for constructing and maintaining all necessary cofferdams, channels, flumes, drains, sumps, and/or other temporary diversion and protective works and shall furnish, install, maintain, and operate all necessary pumping and other equipment for removal of water from the work area free from water at no additional cost to the Owner.

1.7 QUALITY CONTROL

- A. Compaction and laboratory tests shall be performed by the Agency in accordance with Section 02315 (Compacting Earth Materials).
- B. Contractor shall be present when samples of bedding, select backfill, and backfill materials are gathered for analysis.

1.8 PROJECT CONDITIONS

- A. The native soils at the project location may contain cemented zones. The contractor shall apply the necessary effort to achieve the specified particle size control within the material placed in the embankment prism.
- B. Underground utilities exist at this site. Contractor shall take all necessary precautions to protect said utilities. Notify Owner or Owners representative of any deviation in utility location from that which is shown on the drawings.

1.9 HAND EXCAVATION

- A. Hand excavation may be required adjacent to existing structures.

PART 2 PRODUCTS

2.1 GENERAL

- A. Refer to Section 02330 (Unclassified Material) regarding the classification of unsuitable material that shall be removed by the Contractor.
- B. All backfill material shall be approved by Agency's field representative before use and be free of cinders, ashes, ice, frozen soil, large hard clods, organic debris, or other deleterious items.
- C. Permeable material for use in backfilling under, around, and over underdrains; and permeable material for chimney drains, riprap bedding, or other subdrainage purposes shall consist of hard, durable, clean sand, gravel or crushed stone and shall be free from organic materials, clay balls, or other deleterious substances which meets State of California Standard Specification, 2006, Section 68-1.025, Permeable Material.
- D. Imported fill material shall be approved by the Owner or Owners representative. Soils shall be generally homogenous and shall not contain cemented or clayey and/or silty lumps larger than one inch (1"). When lumps are present, they shall not represent more than ten percent (10%) of the material by dry weight. Imported fill material shall meet the following requirements:

Maximum % Passing #200 Sieve	40
Maximum % Retained	0
Maximum Liquid Limit	40
Maximum Plasticity Index	14

- E. Rocks up to 3-inches are allowed granted they are sufficiently mixed with smaller grained material and the larger rocks are not nested together.
- F. If expansive clays (PI greater than 14) are present, the material shall be mixed with lower plasticity material and/or treated with lime. The determination of the presence of high plasticity or low plasticity material that will require treating and/or blending will be at the discretion of the Owner or Owners representative.
- G. Deficiency of material, if any, may be made up using borrow material, see Section 02320 (Borrow Site).

PART 3 EXECUTION

3.1 GENERAL

- A. All fill and disturbed surfaces shall be compacted to a minimum of ninety-two percent (92%) of maximum density obtainable by ASTM Test Method D1557.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.

3.3 MOISTURE CONTROL

- A. Water development, hauling, and application shall be in accordance with State of California Standard Specifications, 2006, Section 17, "Watering."

3.4 CANAL EARTHWORK

A. Canal Excavation

1. The canal shall be excavated to the lines, grades and dimensions shown on the drawings. Rocks larger than 3-inches shall not be used as compacted embankment fill.
2. Care shall be taken to prevent over-breakage or loosening of material on bottoms or side slopes upon or against which lining is to be placed beyond the benched keyway. Where the original ground surface is below the grade of the canal, the bottom of the canal shall be over filled, compacted, and subsequently trimmed to the underside of the lining as prescribed for constructing and compacting the canal embankments.
3. Except as provided below, the canal shall be excavated to a subgrade and section as shown on the drawings.
4. Where unclassified material is noted on the drawings or encountered during excavation, Contractor shall remove the unclassified material and dispose of in accordance with Section 02330 (Unclassified Materials).
 - a. This additional excavation shall be refilled with suitable material to the underside of the lining as prescribed for constructing and compacting canal embankments. Unclassified Material shall not be construed to be material in which moisture content is outside parameters established by these Specifications for acceptable foundation.

B. Prewetting Canal Excavation

1. The moisture content of all compacted earth-fill materials prior to and during compaction shall be in accordance with Section 02315 (Compacting Earth Materials). All material shall be completely dust-free when moved, loaded or hauled.
2. The Contractor shall not be entitled to additional allowance above the unit prices bid in the schedule for additional time, for drying; for re-handling excavated materials which have been deposited temporarily in stockpiles; delays or increased costs due to stockpiling; poor maneuverability on the excavated areas, the haul roads, or the embankment; reduced efficiency of the Contractors equipment; or due to any other operations or difficulties caused by overly wet materials. No additional allowance above the unit prices bid in the schedule will be made because of variation in the proportions of wet and dry materials which are required to be excavated in order to obtain adequate suitable material.

C. Embankments

1. Subgrade Preparation for Embankments
 - a. After clearing and grubbing operations, the existing grade shall be excavated and compacted to a minimum of two feet (2') below subgrade and

compacted to ninety-two percent (92%) of the maximum density obtainable by ASTM D1557. The toes of all finished subgrade slopes shall be keyed into the existing subgrade for a minimum depth of two feet below the existing ground surface.

2. Constructing Canal Embankments

- a. Embankments shall be constructed to top widths and side slopes as shown on the drawings. Materials for embankments shall be obtained from required excavation and imported fill material.
- b. Embankment slope shall be benched into a sufficient width to accommodate the equipment used to perform the compaction. Benches shall be 4 foot minimum horizontal by two foot (2') maximum vertical as shown on the Plans.
- c. Place embankment material in layers not exceeding eight inches (8"), loose measurement. Compact each layer before placing the next layer. As the compaction of each layer progresses, continually level and manipulate to ensure uniform moisture content and density. If the soil is too dry, add water to obtain optimum moisture content. If the soil is too wet, removal of excess water shall be accomplished by blending with drier material and through aeration by plowing, blading, disking, or other methods satisfactory to the Owner or Owners representative.
- d. Excavated areas shall be scarified to 6 inches in depth before receiving engineered fill.

3.5 ROADS AND RAMPS

- A. In conjunction with construction of canal embankments, the Contractor shall construct access roads and earth ramps adjacent to the canal and structures as shown on the Drawings.
- B. Where the width of a road is not shown in the Drawings it shall have a width of not less than 16 feet unless noted otherwise. The work required for construction of access roads and for earth ramps shall include grading to a uniform surface equivalent to that obtainable with a motor grader to provide for safe travel with a two-wheel-drive automobile.

3.6 TRENCH EXCAVATION

- A. Excavation and backfilling of trenches used for construction of communications, power, process piping, and water distribution and sewer systems shall conform to State of California Standard Specifications, 2006, Section 19, "Earthwork."
- B. Excavation shall be by open cut except that short sections of a trench may be tunneled if the utilities can be safely and properly installed and backfill can be properly compacted in such tunnel sections.
- C. The bottom of trenches for pipe shall be scarified to a depth of eight inches (8") below the staked invert of the pipe to allow for bedding. Bedding shall conform to Section 19, "Earthwork," State Standard Specifications.
- D. Trenching Guidelines: Excavate the trench to the approximate level of the grade of the utility line to be installed, using adequate trench width and side slopes to safely

DRAFT

accommodate worker access. Continue excavating for the utility line, to a width not greater than is shown on the appropriate trench detail.

1. Rocky Trench Bottom: Where ledge rock, hard pan, boulders, or sharp-edged materials are encountered, over excavate a minimum depth of six inches (6") below the bottom of the utility exterior wall to permit adequate bedding preparation. The installed utility shall have at least six inches (6") of clearance from any rock protrusion.
 2. Unstable Trench Bottom: Secure approval of depth of over-excavation and stabilization method. For wet trench construction, use approved method of dewatering through diversion, damming and pumping, well points, or underdrain systems. Dispose of removed fluidized materials as approved. Use bedding material to build a suitable foundation to within six inches (6") of finished utility grade, prior to bedding with the specified material. Compact layers to ninety-five percent (95%) of maximum density in not greater than six inch (6") layers. Do not proceed with utility installation until wet trench and unstable conditions are corrected to the satisfaction of the Owner or Owners representative.
 3. Hand Excavation: Perform hand excavation of trenches dug within the drip line of selected trees, as directed by the Owner or Owners representative. Carefully excavate around all roots two inches (2") in diameter and larger to ensure against damage.
- E. Paved Areas: Cut existing pavement to full depth to a true line before excavation and maintain the edge suitable for repaving. Pavement removed shall not be used as backfill.

3.7 UTILITY INSTALLATION

- A. Utility Installation: Shape the trench bottom to ensure uniform contact with the full length of the installed line and remove any sharp-edged materials that might damage the line. Compaction shall be maintained beneath the line.

3.8 SHORING AND SHEETING

- A. Construct and maintain all shoring, sheeting, and slope layback necessary to protect the excavation, as needed, for the safety of the employees and as required by applicable State and Federal laws. Provide suitable barricades for public safety, regardless of trench depth.

3.9 DEWATERING

- A. The Contractor shall keep all excavations free from water. Furnish, install, maintain, and operate all necessary pumping and other equipment for dewatering of excavations. The Contractor shall at all times have on the project sufficient pumping equipment for immediate use, including stand-by pumps for use in case other pumps become in-operable.
- B. The dewatering operation shall be continuous, so that the excavated areas are kept free from water during the construction, until backfill has been placed to a sufficient height to anchor the work against possible floatation.
- C. Dewatering devices shall be adequately filtered to prevent the removal of fines from the soil.

- D. Repair any damage caused by the failure of any part of the protective works. Remove temporary protective works when they are no longer needed for dewatering purposes.
- E. Provision of dewatering and dewatering equipment shall be considered part of the project with no additional compensation allowed.
- F. Any drain rock required in the canal bottom to convey water or stabilize wet soil shall be included at no extra cost to the Agency.

3.10 SURPLUS MATERIAL

- A. Unless otherwise specified, surplus excavated material shall be used as fill for other areas requiring fill as shown on the Plans, or stockpiled or spread out to match existing contours as directed by Owner or Owner's representative.

3.11 SURFACE FINISH WORK

- A. Open Areas: Grade all disturbed areas, blending with adjacent terrain. Minor irregularities will be permitted. Grading shall perpetuate existing drainage patterns.
- B. Drainage Ditches: Restore drainage ditches to appropriate line and grade, using approved surface erosion prevention techniques.
- C. Clean Up: Remove all rubbish and excess material for disposal as approved, and leave area in a neat, satisfactory condition.

3.12 TOLERANCES

- A. Tolerances are defined as allowable variations from specified lines, grades, and dimensions. The intent of this paragraph is to establish tolerances that are consistent with modern construction practice, yet are governed by the effect that permissible variations may have upon the canal.
- B. Variations from specified lines, grades, and dimensions:

Variation in elevation for invert of canal, trenches, and roads from those specified	0.10 foot
Variation from specified width of section at any height	±0.25 foot

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 02315

COMPACTING EARTH MATERIALS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall provide all labor, materials and equipment and perform all operations necessary to complete all earthwork required as specified, and conformance with the provisions listed in section 02315 and as shown on the drawings, or as directed by the Owner or Owner's Representative. Compaction and laboratory tests shall be performed by the Agency. Contractor's Quality Control Plan shall meet these requirements.

1.2 RELATED WORK

- A. Section 02300 – Earthwork
- B. Section 02320 – Borrow Material

1.3 REFERENCES

- A. ASTM D75 – Practice for Sampling Aggregates
- B. ASTM C136 – Sieve Analysis of Fine and Coarse Aggregates
- C. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft lbf/ft³ (600 kN m/m³))
- D. ASTM D1556 – Density and Unit Weight of Soil in Place by Sand-Cone Method
- E. ASTM D1557 – Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)
- F. ASTM D2419 – Sand Equivalent Value of Soil and Fine Aggregate
- G. ASTM D2937 – Density of Soil and in Place by the Drive Cylinder Method
- H. ASTM D4254 - Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
- I. ASTM D4318 – Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- J. ASTM D5080 – Standard Test Method for Rapid Determination of Percent Compaction
- K. ASTM D6938 – In Place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth)
- L. ASTM D7382-08 – Standard Test Methods for Determination of Maximum Dry Unit Weight and Water Content Range for Effective Compaction of Granular Soils Using a Vibrating Hammer

- M. Standard Specifications and Standard Plans – California Department of Transportation (Caltrans), 2006

1.4 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions and as described in Section 01300 – Submittals.

1.5 QUALITY CONTROL

- A. Relative Compaction:

1. Tests for compaction shall conform to ASTM D1557. Where reference is made to "relative density" or "relative compaction" the Contractor shall obtain, at a minimum, the percentage specified measured as the percentage of the maximum laboratory dry density determined by ASTM D1557.
2. All costs for initial compaction tests shall be borne by the Owner. All areas that fail to meet the minimum compaction requirements shall be reworked as required by the Owner or Owner's Representative at the contractor's expense and retested until minimum compaction requirements are obtained.
3. The cost of any retests, including time for the Owner or Owner's Representative, shall be borne by the Contractor at no additional cost to the project. Testing will be required as directed by the Owner or Owner's Representative. Test locations shall be determined by the Owner or Owner's Representative upon notification from the Contractor that the grade is ready for tests. Contractor shall be present when samples of bedding, select backfill, and backfill materials are gathered for analysis or testing.

- B. Compaction tests will be performed for each lift or layer.

- C. Tests for compaction shall conform to references listed in Part 1.3 of this section.

- D. Sample backfill materials per ASTM D 75.

1.6 LABORATORY DENSITY DETERMINATION

- A. For cohesive materials, the maximum laboratory density at optimum moisture content will be determined by test methods in conformance with ASTM D698.
- B. For cohesionless materials, the relative density will be based on the following formula, wherein the maximum density is the highest dry unit weight of the soil (determined by test methods in conformance with ASTM D7382-08 Vibratory Hammer), the minimum density is the lowest dry unit weight of the soil (determined by test methods in conformance with ASTM D4254), and the in-place density is the dry unit weight of the soil in place (determined by test methods in conformance with ASTM D4914):

$$\text{Rel. Den.(\%)} = \frac{\text{max. den.} \times (\text{in-place den.} - \text{min. den.})}{\text{in-place den.} \times (\text{max. den.} - \text{min. den.})} \times 100$$

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 GENERAL

- A. Where compacting of earth materials is required, the materials shall be deposited in relatively thin horizontal layers, less than eight inches (8") un-compacted thickness and not to exceed a cross slope of five percent (5%) and compacted to a minimum of ninety-two percent (92%) of maximum density obtainable by ASTM test method D1557. The excavation, placing, moistening, and compacting operations shall be such that the material will be uniformly compacted and will be homogeneous, free from lenses, pockets, streaks, voids, laminations, or other imperfections for a minimum width of the canal prism plus three feet (3') on each side thereof, whether in excavation or embankment.

3.2 COMPACTING CLAYEY AND SILTY (COHESIVE) MATERIALS

- A. Where compaction of earth materials containing appreciable amounts of clay or silt is required, the materials shall be deposited in horizontal layers, not exceed a cross slope of five percent (5%). The thickness of each horizontal layer prior to compaction shall not be more than eight inches (8"). The excavating and placing operations shall be such that the materials when compacted will be blended sufficiently to secure the highest practicable density.
- B. Moisture Content:
 - 1. Prior to and during compaction operations, the materials shall not be less than one percent below nor two percentage points above the optimum moisture content. The moisture content shall be uniform throughout each layer. The optimum moisture content is defined as that moisture content which will result in the laboratory maximum dry density of the soil.
 - 2. Insofar as practicable, as determined by the Owner or Owner's Representative, moistening of the material shall be performed at the site of excavation; but, if necessary, such moistening shall be supplemented by sprinkling at the site of compaction.
 - 3. If the moisture content is less than optimum for compaction or is greater than optimum for compaction by more than two (2) percentage points, the compaction operations shall not proceed, except with the specific approval of the Owner or Owner's Representative, until the material has been wetted or allowed to dry out, as may be required, to obtain a moisture content within the tolerances permitted above, and no adjustment in price will be made on account of any operations of the Contractor in wetting or drying the materials or on account of any delays occasioned thereby.
- C. When the material has been conditioned as herein before specified, it shall be compacted by rollers or by hand or power tampers. Where hand or power tampers are used to compact soils in confined areas such as under pipe, they shall be equipped with suitably shaped heads to obtain the required density.

3.3 COMPACTING COHESIONLESS FREE-DRAINING MATERIALS

- A. Where compaction of cohesionless free-draining materials, such as sands and gravels, is required, the materials shall be deposited in horizontal layers and compacted to the relative density specified in paragraph 3.2 above. The excavating and placing operations shall be such that the materials, when compacted, will be blended sufficiently to secure the highest practicable density. Water shall be added to the materials as may be required to obtain the specified density by the method of compaction being used.

3.4 COMPACTING COHESIONLESS MATERIALS CONTAINING SOME CLAY AND SILT

- A. Cohesionless materials containing clay and silt may not be free draining.
- B. When compaction of cohesionless materials containing clay and silt is required, the material shall be compacted using the procedures described in either paragraph 3.2 or 3.3 above, utilizing whichever method results in the higher dry density of the compacted material in the placement. Water shall be added to the materials as may be required to obtain the specified density by the method of compaction being used.

3.5 ROLLERS

- A. Rollers used for compacting earth materials shall have staggered and uniformly spaced tamping feet and be of sufficient weight for proper compaction.
- B. The tamping heads and cleaner bars shall be properly maintained, and the spaces between the tamping feet shall be kept clear of materials which impair the effectiveness of the tamping rollers.
- C. Vibratory compactors are best suited for granular, cohesionless soils.

END OF SECTION

SECTION 02320

BORROW SITE

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Clearing and stripping the sites, excavating and loading material, hauling, and restoration of borrow site.

1.2 RELATED WORK

- A. Section 02300 – Earthwork
- B. Section 02315 – Compacting Earth Materials
- C. Section 02503 – Storm Water Pollution Prevention Plan
- D. Section 02504 – Dust Control

1.3 REFERENCES

- A. Section 02300 – Earthwork

1.4 SUBMITTALS

- A. As specified in Section 01300 – Submittal Procedures
 - 1. Borrow Site Plan: Contractor shall submit a plan for the removal of borrow material from a selected site. The plan shall include at a minimum:
 - a. Map with location of site and proposed access routes.
 - b. Drawing with layout of borrow site with proposed cut depths. Existing facilities and utilities shall be identified on the drawing.
 - c. Environmental and biological restrictions shall be identified in the Plan.
 - d. Proof of right to occupy site and remove borrow material in accordance with the said drawing for all non-Agency properties.
 - e. Site restoration plan in accordance with requirements of the owner of the site.
 - f. Contact information for owner of borrow site.
 - g. Proposed schedule for use of the borrow site.

1.5 QUALITY ASSURANCE

- A. The Contractor shall advise the Owner or Owner's Representative of alternative borrow sources sufficiently in advance to allow at least two (2) weeks time for sampling and testing. All or any portion of the borrow will be rejected by the Owner or Owner's Representative if the tests show the materials are not suited for their intended use. Acceptance of the borrow by the Owner or Owner's Representative, based on the samples taken, shall be deemed provisional only, and should the subsequent excavated materials prove unsatisfactory for use, any or all borrow may be rejected.

PART 2 PRODUCTS

2.1 BORROW SITE

- A. The Contractor shall select a borrow site with material as specified in Paragraph 2.2. The Contractor shall obtain authorization for removal of borrow material from the site and provide the Owner or Owner's Representative with documentary proof of his right to occupy the site and remove borrow material.
- B. The Agency has identified the following potential borrow sites but makes no representation as to the borrow material quantities or suitability as borrow material:
 - 1. North Pioneer Project Borrow Sites – Site is located south of Stockdale Highway and Nord Avenue as shown in Appendix A, Sheet 11.
- C. Use of either of borrow sites cannot be guaranteed. Water operations may dictate the use of one borrow site over the other.

2.2 BORROW MATERIAL SUITABILITY

- A. Borrow material shall be free of organic material and foreign objects. Borrow material used as Imported Fill Material shall meet the requirements specified in Section 2300 - Earthwork.
- B. Earth borrow will be rejected if the Contractor cannot demonstrate to the satisfaction of the Owner or Owner's Representative, that he is capable of compacting in accordance with the specifications.

PART 3 EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall obtain approval in writing from the Owner or Owner's Representative before importing borrow material.
- B. The Contractor will be responsible for coordinating with owner regarding dates and times the borrow material can be accessed.
 - 1. The Contractor shall provide owner at least twenty-four (24) hours (minimum of 1 working day) notice prior to all scheduled hauling activities.
 - 2. The Contractor shall be responsible for any additional costs for loading and hauling outside of the specified business hours – Monday through Friday (except holidays), 8:00 am to 4:00 pm, or as directed by the owner.

3.2 CLEARING, GRUBBING AND STRIPING

- A. Borrow areas, prior to use, shall be cleared and grubbed, and stripped of unsuitable materials. These operations shall be completed three (3) working days in advance of excavation to allow for the required cross sectioning.
- B. The stripped material shall be piled sufficiently far back from the face of the pit to prevent the contamination of the borrow material by the stripped material.
- C. All borrow pits shall be excavated so as to facilitate the accurate measurement of the material used. All borrow pits shall be trimmed and drained to the satisfaction of the Owner or Owner's Representative.
- D. If Contractor chooses to utilize the Agency's potential borrow site as shown in Appendix B, the borrow areas shall be excavated a maximum two feet (2') in depth below ground surface.

3.3 HAUL ROADS

- A. Where haul roads are damaged because of the hauling operations, the Contractor shall, when directed by the Owner or Owner's Representative, place such material and perform such work on the haul road as is required to provide safe passage and control of traffic thereon; and shall on completion of the hauling operations, place such material and perform work as ordered by the Owner or Owner's Representative to restore the haul roads.

3.4 BORROW MATERIALS MEASURED

- A. Measurement for payment of borrow materials will be paid for by the unit price basis per Cubic Yard of material moved and will be a Final Pay Item.

3.5 BORROW SITE RESTORATION

- A. At completion, the borrow area shall be shaped to blend with surrounding contours to the satisfaction of the borrow site owner.
- B. Surface restoration shall be in accordance with Paragraph 4.16 of Section 00700 (General Conditions).

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 02330

UNCLASSIFIED MATERIAL

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Work includes excavation and disposal of unclassified material, and shall be stockpiled in the location designated by the Agency. Unsuitable material encountered during excavation such as concrete, rubbish, and other material otherwise unsuitable for the planned use, shall be disposed by contractor at contractors expense.

1.2 RELATED WORK

- A. Section 02115 – Demolition
- B. Section 02300 – Earthwork
- C. Section 02315 – Compacting Earth Materials
- D. Section 02320 – Borrow Site

1.3 REFERENCES

- A. Standard Specifications and Standard Plans – California Department of Transportation (Caltrans), 2006.

1.4 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions.

1.5 DEFINITION

- A. Unsuitable Material is defined as:
 - 1. Material containing trash, debris, oversized material or other foreign and objectionable materials that requires to be hauled off site and disposed of at the Contractor's expense.
 - 2. Material containing weeds and organic material that must be hauled off site and disposed of at the contractor's expense.
- B. Unclassified Soils that cannot be used for engineered fill are defined as:
 - 1. Material containing a significant amount of permeable or saturated material, such as sand, silt or rock that cannot be blended with other material and requires to be off hauled.
 - 2. Expansive soils that cannot be mixed or treated and requires to be off hauled.
 - 3. Soil incapable of being compacted to specified density using ordinary methods at optimum moisture content.

4. Too wet to be properly compacted if circumstances prevent satisfactory in-place drying prior to incorporation into the work.
5. Soils with greater than fifty percent (50%) passing the #200 Sieve, soils with angles of internal friction less than twenty-five (25) degrees, or soils with Coefficients of Compressibility great than 0.30.

1.6 GENERAL

- A. The Contractor shall be responsible for the cleanup and disposal of Unsuitable Materials and rubbish. The disposal of waste materials and rubbish shall be in accordance with applicable Federal, State, and local laws and regulations, and with the requirements of this paragraph. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirement shall apply.
- B. The Contractor shall keep records of the types and amounts of Unsuitable Materials produced, and of the disposal of all waste materials on or off the jobsite.
- C. The cost of disposing of Unsuitable Materials other than Unclassified Soils shall be included in the prices bid in the schedule for clearing and grubbing or other items of work.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 DISPOSAL OF UNCLASSIFIED EXCAVATED SOIL

- A. All unclassified material shall be stockpiled at the location shown per Plans or at a site obtained by the Contractor.

3.2 DISPOSAL OF UNSUITABLE MATERIAL

A. DISPOSAL OF CONCRETE AND A.C. SURFACING

1. All concrete not reused as rip rap, A.C. and pavement removed from the project site shall be disposed of at a site obtained by the Contractor. No recyclable material shall be disposed of at any landfill. All disposable recyclable materials shall be disposed in a manner that facilitates recycling. The Contractor shall report quantities of disposed material in a manner that enables the Agency to utilize diverted quantities as diversion credits pursuant to California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq.)

B. DISPOSAL OF OTHER DEBRIS

1. All oil cake, wood debris, structure demolition, vegetation and any other debris removed from the project site shall be legally disposed of at a site(s) obtained by the Contractor with prior written permission of the Owner or Owner's Representative. Contractor shall identify the proposed Disposal Site(s) at the pre-construction conference. Such Disposal Site(s) shall be a properly licensed and permitted facility pursuant to state and local regulations for purposes of accepting delivery of the respective materials. No recyclable material shall be disposed of at any landfill. All disposable recyclable materials shall be disposed in a manner that facilitates recycling. In addition to the following, a certificate of compliance stating disposal

location and manner of disposal of recyclable materials shall be submitted to the Owner or Owner's Representative.

- a. Disposal of combustible materials shall be by removal from the construction area. Disposal of combustible materials by burning will not be permitted. Disposal of waste materials by burying will not be permitted.
- b. Waste materials shall be disposed of or recycled at a State approved disposal or recycle facility. The Contractor shall make any necessary arrangements with private parties, and State and county officials pertinent to locations and regulations of such disposal or recycle facilities, and shall pay any fees or charges required for such disposition.

3.3 CONTRACTOR'S DISPOSAL SITES

- A. Contractor shall make arrangements for disposing of the materials at the Disposal Site(s) and pay all costs involved. Arrangements shall include, but not be limited to, obtaining written authorization from the property owner of the Disposal Site(s) and before disposing of any material off the project site, Contractor shall furnish to the Owner or Owner's Representative the authorization or a certified copy thereof together with a written release from the property owner absolving the Agency from any and all responsibility in connection with the disposal of material on the property of the Disposal Site(s). Before any material is disposed of on the Disposal Site(s), the Contractor shall obtain written permission from the Owner or Owner's Representative to dispose of the material at the location designated in the authorization.
- B. It is expressly understood and agreed that the Agency assumes no responsibility to the Contractor whatsoever by the granting of such permission and Contractor shall assume all risks in connection with the use of the Disposal Site(s). The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the Disposal Site(s) and the status of any permits or licenses in connection therewith.
- C. Coordinate with Owner or Owner's Representative to document the volume of material hauled off site each day.
- D. The Agency has identified a potential site for unclassified material north of Section 4 Pond 2 and south of the Cross Valley Canal.
 1. Stockpile standards:
 - a. Unclassified material may be stockpiled on the Agency site in accordance with these standards. The Contractor shall designate an onsite stockpile manager to monitor pile stability and direct truck traffic to drop points/approaches. Stockpiles shall meet the following standards:
 - Height – Stock pile will not exceed 6 feet.
 - Area – The area of the stockpile shall be coordinated in the field by Agency Inspection Staff. The slope face must be maintained at the angle of repose, or flatter.
 2. Unclassified soil shall be compacted as it is placed at the stockpile location. Loose soil stockpiles shall be temporarily fenced in accordance with Section 01018 – Contractor's Responsibilities, Item 1.11.E.

3. All work shall be coordinated with Agency Inspection Staff.

3.4 DISPOSAL OF HAZARDOUS WASTE AND MATERIALS

- A. This section is to be used in conjunction with Specification 00700, paragraph 4.19, where conflicts may arise, specification 00700, paragraph 4.19 governs.
- B. Materials or wastes, defined as hazardous by 40 CFR 261.3, or by other Federal, State, or local laws or regulations, used by the Contractor or discovered in work or storage areas, shall be disposed of in accordance with these specifications and applicable Federal, State, and local laws and regulations. Unknown waste materials that may be hazardous shall be tested, and the test results shall be submitted to the Owner or Owner's Representative for review.
- C. Waste materials known or found to be hazardous shall be disposed of in approved treatment or disposal facilities. Hazardous wastes shall be recycled whenever possible. A copy of all hazardous waste manifests shall be sent to the Owner or Owner's Representative.
- D. Waste materials discovered at the construction site shall immediately be reported to the Owner or Owner's Representative. If the waste may be hazardous, the Owner or Owner's Representative may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.
- E. If necessary, the Contractor will be required to conduct an environmental site assessment at the following Contractor use locations:
 1. All hazardous waste accumulation areas.
 2. All hazardous material and petroleum dispensing and storage areas where the aggregate storage of hazardous materials or petroleum at the site is or has been over 110 gallons.
 3. This site assessment shall be performed by a qualified environmental consultant or equivalent and shall document through appropriate analytical sampling that the site is free of the effects of contamination (*i.e.*, contaminant concentrations less than State action cleanup levels).

3.5 CLEANUP

- A. In accordance with the Standard General Conditions and the Supplementary Conditions, the Contractor shall keep work and storage areas free from accumulations of waste materials and rubbish, and before completing the work, shall remove all plant facilities, buildings, including concrete footings and slabs, rubbish, unused materials, concrete forms, and other like materials, which are not a part of the permanent work.
- B. Upon completion of the work, and following removal of construction facilities and required cleanup, work areas shall be graded and left in a neat manner conforming to the natural appearance of the landscape.

END OF SECTION

SECTION 02350

GEOTEXTILE FABRIC

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall provide all labor, materials and equipment and perform all operations necessary to furnish and install geotextile fabric for rock slope protection.

1.2 RELATED SECTIONS

- A. Section 02300 – Earthwork
- B. Section 02370 – Rip-Rap Rock Slope Protection

1.3 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions and as described in Section 01300 – Submittals.
- B. Product data and testing results that demonstrate compliance with the requirements described herein.

1.4 REFERENCES

- A. Standard Specifications and Standard Plans – California Department of Transportation (Caltrans), 2010, Section 72.

2.1 MATERIAL

- A. Fibers (threads and yarns) used in the manufacturing of geotextile shall consist of synthetic polymers composed of at least eighty-five percent (85%) by weight polypropylene, polyesters, polyamide, polyethylene, polyolefins or polyvinylidenechlorides.
- B. Fibers shall be formed into a stable network of filaments or yarns retaining dimensional stability relative to each other. The geotextile shall be free of defects and conform to the physical requirements contained herein.
- C. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet light.
- D. Thread used for factory and field sewing shall be of contrasting color to the fabric and made of high strength polypropylene, polyester, or polyamide thread. Thread shall be as resistant to ultraviolet light as the geotextile being sewn.
- E. Requirements for non-woven geotextile fabrics are shown below:

DRAFT

PROPERTY	TEST METHOD	CLASS I	CLASS II	CLASS III
Tensile Strength (pounds)	ASTM D 4632 Grab Test	180 min.	120 min.	90 min.
Bursting Strength (psi) ¹	ASTM D 3786 Diaphragm Tester	320 min.	210 min.	180 min.
Elongation at Failure (percent) ¹	ASTM D 4632 Grab Test	>50	>50	>50
Puncture	ASTM D 4833	80 min. (pounds) ¹	60 min.	40 min.
Ultraviolet Light (percent residual tensile strength)	ASTM D 47355 150 hour exposure	70 min.	70 min.	70 min.
Apparent Opening Size – AOS	ASTM D 4751	As specified or max #40	As specified or max #40	As specified or max #40
Permittivity (1/seconds)	ASTM D 4491	0.70 min.	0.70 min.	0.70 min.

1. Minimum average roll value (weakest principal section).
2. U.S. standard sieve size.
3. Heat-bonded or resin-bonded geotextile may be used for Class IV only, and are particularly well suited for this use. Needle punched geotextiles are required for all other classes.

3.1 STORAGE

- A. Storage Prior to use, the geotextile shall be stored in a clean dry place, out of direct sunlight, not subject to extremes of either hot or cold, and with the manufacturer's protective cover in place. Receiving, storage, and handling at the job site shall be in accordance with the requirements in ASTM D4873.

3.2 SURFACE PREPARATION

- A. The surface on which the geotextile is to be placed shall be graded to the neat lines and grades. The surface shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions and standing or flowing water.

3.3 PLACEMENT

- A. The surface on which the geotextile is to be placed shall be graded to the neat lines and grades. The surface shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions and standing or flowing water.
- B. Prior to placement of the geotextile, the soil surface will be inspected for quality assurance of design and construction. The geotextile shall be placed on the approved prepared surface at the locations and in accordance with the details shown on the Drawings as specified. The geotextile shall be unrolled along the placement area and loosely laid (not stretched) in such a manner that it will conform to the surface irregularities when material is placed on or against

DRAFT

- it. The geotextile may be folded and overlapped to permit proper placement in the designated area.
- C. The geotextile shall be joined by overlapping a minimum of eighteen inches (18") (unless otherwise specified), and secured against the overlying foundation material. Securing pins, approved and provided by the geotextile manufacturer, shall be placed along the edge of the panel or roll material to adequately hold it in place during installation. Pins shall be steel or fiberglass formed as a "U", or "L", or "T" shape or contain "ears" to prevent total penetration. Steel washers shall be provided on all but the "U" shaped pins. The upstream or up-slope geotextile shall overlap the abutting down-slope geotextile. At vertical laps, securing pins shall be inserted through both layers along a line through approximately the midpoint of the overlap. At horizontal laps and across slope laps, securing pins shall be inserted through the bottom layer only. Securing pins shall be placed along a line approximately two inches (2") from the edge of the placed geotextile at intervals not to exceed twelve feet (12') unless otherwise specified. Additional pins shall be installed as necessary and where appropriate, to prevent any undue slippage or movement of the geotextile. The use of securing pins will be held to the minimum necessary. Pins are to be left in place unless otherwise specified.
- D. Should the geotextile be torn or punctured, or the overlaps or sewn joint disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or grade distortion, the backfill around the damaged or displaced area shall be removed and restored to the original approved condition. The repair shall consist of a patch of the same type of geotextile being used, overlaying the existing geotextile. When the geotextile seams are required to be sewn, the overlay patch shall extend a minimum of one foot beyond the edge of any damaged area and joined by sewing as required for the original geotextile except that the sewing shall be a minimum of six inches (6") from the edge of the damaged geotextile. Geotextile panels joined by overlap shall have the patch extended a minimum of two feet (2') from the edge of the damaged area.
- E. Geotextile shall be placed in accordance with the following applicable specification according to the use indicated above:
- F. Slope Protection: The geotextile shall not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. In no case shall material be dropped on uncovered Geotextile from a height greater than three feet (3').

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 02370

RIP-RAP ROCK SLOPE PROTECTION

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall provide all labor, materials and equipment and perform all operations necessary to furnish and install rip rap rock slope protection.

1.2 RELATED SECTIONS

- A. Section 02300 – Earthwork
- B. Section 02350 – Geotextile Fabric

1.3 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions and as described in Section 01300 – Submittals.
- B. Submittals shall include, at a minimum, detailed data sheets, certified test reports, and all other appurtenances for geotextile fabric and rock rip-rap.

1.4 REFERENCES

- A. Standard Specifications and Standard Plans – California Department of Transportation (Caltrans), Section 72 – Slope Protection.

PART 2 PRODUCTS

2.1 MATERIAL

- A. Sizes shall be in conformance with Caltrans Standard Specifications (July 1992), Section 72-2.02 for No.2 rock slope protection Method B placement for rip-rap. Rock shall be sound, dense and durable with a bulk specific gravity of not less than 2.5. Rock shall be angular to subrounded in shape with the greatest dimension not greater than two times the least dimension.
- B. Broken or salvaged concrete will not be approved as acceptable rock slope protection.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION

- A. The subgrade surfaces on which the rip-rap is to be placed shall be cleared and graded prior to placement of rock. When fill to subgrade lines is required, it shall consist of approved materials and shall conform to the requirements of previous sections. The surface on which the geotextile is to be placed shall be graded to the neat lines and grades. The surface shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions and standing or flowing water.

3.2 PLACEMENT

- A. The rip-rap shall be constructed to the full course thickness (12") in one operation and in such a manner as to avoid displacement of the underlying materials. The rock shall be delivered and placed in a manner that will ensure that the rip-rap in place shall be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Rip-Rap shall be placed in a manner to prevent damage to structures or slopes. Hand placing will be required to the extent necessary to prevent damage to the permanent works and to achieve the finished surface placement.
- B. Hand-placed rip-rap rocks shall be securely bedded firmly in contact with one to another. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on the edge.

3.3 CONSTRUCTION OPERATIONS

- A. For items of work for which specific unit prices are established in the contract, the weight of each types and class of rip-rap within the specified pay limits will be measured and computed to the nearest ton as established by the certified weight tickets. For lump sum bid items the Contractor shall include the costs of geotextile fabric and rock rip-rap in the applicable bid items and no further payment will be made. Rip-rap required because unsuitable conditions resulting from the Contractor's improper construction operations, as determined by the Engineer, will not be included in the measurement and payment.

END OF SECTION

SECTION 02503

STORM WATER POLLUTION PREVENTION PLAN

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDES

- A. The Contractor shall furnish and exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and provide all labor, materials, tools, and equipment necessary to prevent storm water pollution associated with construction activities, including installation, maintenance and final removal of all temporary and permanent erosion and sediment control measures, in accordance with the requirements of the Contract Documents.
- B. The Agency shall apply for and obtain coverage under State of California Construction General Permit Order 2009-0009-DWQ as amended per 2010-0014-DWQ and 2012-0006-DWQ (CGP). The Contractor shall implement the storm water pollution prevention measures as prescribed in the approved SWPPP to prevent sediment and other forms of pollutants from entering streams or water bodies throughout the duration of the Work in compliance with the permit requirements. Work shall be performed in accordance with all Federal, State, and local regulations.
 - 1. The Legally Responsible Party (LRP) is the Kern County Water Agency.
 - 2. The Contractor shall employ a Qualified Stormwater Practitioner (QSP).
 - 3. Contractor shall coordinate with Owner or Owner's Representative and LRP to become a Data Entry Person for the purpose of the Project. This will allow Contractor to upload the required reports and plans to the SMARTS system. Each upload will still require certification by the LRP, and it shall be Contractor's responsibility to notify Owner or Owner's Representative and LRP of each SMARTS upload so that LRP can make the necessary approval.
- C. Penalties: Failure to comply with this Section may result in significant fines and possible imprisonment. The Regional Water Quality Control Board (RWQCB) or other prosecuting authority may assess fines for each violation. Should the Agency be fined or penalized as a result of the Contractor failing to comply with this Section and applicable permit requirements, the Contractor shall reimburse the Agency for any and all fines, penalties and related costs.
- D. All costs for work required for compliance with this Section shall be included in the price bid for SWPPP Implementation and Monitoring.

1.2 SUBMITTALS

- A. As specified in Section 01300 – Submittal Procedures.
- B. Submittals under this section shall be completed and submitted within five (5) calendar days of issuance of the Notice to Proceed. A copy of the revised SWPPP document and all other permit compliance documents shall be provided to the Owner or Owner's Representative to

DRAFT

process the revised SWPPP document. The final SWPPP document shall be kept onsite in either the job trailer or an accessible lockbox.

C. Revisions/Modification requests to the SWPPP document may include:

1. Contractor site contact information
2. QSP contact information and proof of licensure/good standing.
3. SWPPP plan sheets should include, but are not limited to, proposed arrangements and methods for control of erosion, sedimentation, and pollutant conveyance in storm water resulting from demolition and construction activities. Plan sheets shall show that the plans satisfy all Federal and State NPDES permit requirements.
4. Provide sufficient information to permit evaluation of:
 - a. Catch basin protection measures.
 - b. Sheet-flow erosion protection.
 - c. Rill, swale and gully erosion protection.
 - d. Management of upland flows coming onto the site.
 - e. Surface restoration.
 - f. Post-construction measures.
5. Submit narrative describing the means/methods by which the maintenance/inspection procedures will be accomplished if different from draft SWPPP. This shall include a schedule for inspection/monitoring of all Storm Water Pollution Prevention Best Management Practices (BMPs).
6. Submit construction details for all proposed BMPs. All BMPs and details shall be in accordance with Section 1.6 below.
7. Submit all required inspection reports (weekly, quarterly, storm event [pre, during and post], and sampling results, if applicable) to the Qualified SWPPP Developer (QSD) & LRP within twenty-four (24) hours of inspection.

D. Certifications

1. Copy of the Certificate of Training issued by the California Stormwater Quality Association (CASQA) demonstrating qualification of the designated QSP(s).

1.3 QUALITY ASSURANCE

AT MINIMUM, THE FOLLOWING MEASURES SHALL BE TAKEN TO HELP ENSURE CONTROL OF STORM WATER BASED POLLUTION. THESE MEASURES SHALL NOT BE CONSTRUED TO LIMIT OR OVERRIDE THE MEASURES SET FORTH AND CALLED FOR IN THE SWPPP AS SUBMITTED TO THE SMARTS SYSTEM.

- A. Control the rate and effect of dewatering in such a manner as to avoid all objectionable settlement and subsidence and to assure the integrity of the finished work.

DRAFT

- B. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, establish reference points and observe at frequent intervals to detect any settlement that may develop. Conduct the dewatering operation in a manner that protects adjacent natural resources and facilities. Cost of repairing all damage to adjacent resources and facilities shall be the sole responsibility of the Contractor.
- C. Before commencing grading, excavation or filling in any part of the site, Contractor shall construct swales, diversion channels, inlet protection barriers, sedimentation traps, and other measures to guide runoff away from the work area and to capture eroded material before it reaches natural water courses. The measures shall be in accordance with the approved storm water pollution prevention plans.
- D. Arrange demolition activities to minimize erosion to the maximum practical extent. Clearing, excavation, and grading shall be limited to those areas of the Project site necessary for demolition. Minimize the area exposed and unprotected.
- E. Clearly mark and delineate the work limits activities. Equipment shall not be allowed to operate outside the limits of work or to disturb existing vegetation. Excavation and grading shall be completed during the dry season to the maximum extent possible.

1.4 GENERAL REQUIREMENTS

- A. The Contractor shall exercise care in preserving vegetation and protecting property, to avoid disturbing areas beyond the limits of the Work and promptly repair any damage caused by Contractor operations.
- B. The Contractor shall provide all necessary water pollution control devices to prevent, control, and abate water pollution, and implement good housekeeping pollution control measures to reduce the discharge of pollutants from the Site to the maximum extent practicable. These water pollution control devices include structural BMPs, drains, gutters, slope protection blankets and retention basins and shall be constructed concurrently with other Work at the earliest practicable time.
- C. Stockpiles of earth and other construction-related materials shall be protected from being transported from the Site by wind or water at all times.
- D. The Contractor shall properly store and handle fuels, oils, solvents, and other toxic materials in a manner not to contaminate the soil or surface waters, enter the groundwater, or be placed where they may enter a live stream, channel, drain, or other water conveyance facilities. All approved toxic storage containers shall be protected from weather. Spills shall be cleaned immediately and cleanup materials shall be properly disposed of. Spills shall not be washed into live streams, channels, drains, storm drains, or other water conveyance facilities.
- E. Excess or waste concrete shall not be washed into the public way or any drainage systems. The concrete wastes shall be retained on-site in appropriate storage containment areas until they can be appropriately disposed of or recycled. Concrete wastes shall not be washed into live streams, channels, drains, storm drains, or other water conveyance facilities.
- F. Non-stormwater runoff from equipment or vehicle washing and any other activities shall be contained at the work site and properly disposed of. Non-stormwater runoff shall not be allowed to enter live streams, channels, drains, storm drains, or other water conveyance facilities.

- G. The Contractor shall prevent sediments and other materials to be tracked from the Site by vehicle traffic. Construction entrance roadways shall be stabilized to inhibit sediments from being deposited onto public ways. The Contractor shall immediately sweep up accidental depositions and not allow depositions to be washed away by rain or by any other means.

1.5 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with the requirements of the State Water Resources Control Board (SWRCB), RWQCB, Agency and any other agencies having jurisdiction in stormwater discharges and non-stormwater waste management.
- B. General Permit Registration Documents:
 - 1. The Agency shall employ or contract with qualified personnel (QSD) to prepare all Permit Registration Documents (PRDs), changes of information, annual reporting, Notice of Termination (NOT), and other compliance documents in accordance with the requirements of Article VII of the CGP. The PRDs include the following documents: Notice of Intent (NOI), construction site risk assessment, Site map, SWPPP, annual fee, signed certification statement, and other documents required by the CGP.
 - 2. The Contractor shall employ or contract with qualified personnel (QSP) to provide all monitoring/inspection services, provide backup information pertaining to all Permit Registration Documents (PRDs), changes of information, annual reporting documentation, Notice of Termination (NOT) photographs and maps, and other compliance documents in accordance with the requirements of Article VII of the CGP to the QSD.
 - 3. All engineering calculations, reports, and drawings shall be prepared, sealed and signed by a California licensed engineer in accordance with California Business and Professional Code Section 6700, et seq.
 - 4. The Contractor shall not commence any construction work until a Waste Discharger Identification (WDID) number assigned by the State Water Board is received. The Agency shall provide the WDID to the Contractor.
- C. The Contractor shall comply with the following prohibitions and limitations:
 - 1. Discharge prohibitions shall be in accordance with Article III of the CGP.
 - 2. Effluent released from the project site shall meet the requirements of Article V of the CGP.
 - 3. Receiving water limitations shall comply with the requirements of Article VI of the CGP.

1.6 STORM WATER POLLUTION PREVENTION PLAN DEVELOPMENT AND IMPLEMENTATION

- A. SWPPP Specifications:
 - 1. The SWPPP will be prepared in full conformance with the requirements of Article XIV of the CGP, for the respective project type and Risk Level.
 - 2. The SWPPP will describe the erosion control practices to be implemented during demolition and construction and the selection and implementation of appropriate

DRAFT

BMPs to account for site-specific and seasonal conditions. As the SWPPP is considered as a dynamic document, the Contractor shall provide necessary changes and the Agency's QSD shall amend the SWPPP as construction conditions and activities warrant.

3. The SWPPP shall be developed and revised by a QSD retained by the Agency.
 4. Implementation of all BMPs and all required site monitoring and water testing shall be overseen by a QSP employed or retained by the Contractor.
 5. All erosion and sediment control measures shall be implemented as specified in the SWPPP. Erosion and sediment control may consist of one or more of the following elements, plus other measures as may be appropriate to the specific site:
 - a. Maintenance of existing permanent or temporary storm drainage systems, as necessary.
 - b. Construction of new permanent and temporary storm drainage systems, as necessary.
 - c. Construction of temporary erosion and sediment control facilities, such as silt fences, sediment traps, earth dike/drainage swales and ditches, sandbag barriers, etc.
 - d. Placement and maintenance of topsoil and seeding in areas disturbed by construction and all areas not occupied by structures or pavement in accordance with the requirements of shall comply with the guidance provided in the "Stormwater Best Management Practice Handbook, Construction," most current edition, published by the California Stormwater Quality Association (CASQA), which is available for purchase from the CASQA web site.
 6. A copy of the SWPPP, including working details (fact sheets) for construction site BMPs and applicable amendments, shall be kept and maintained by the Contractor on the construction site and continuously updated in accordance with CGP requirements to reflect current site conditions throughout the duration of the project.
- B. The Contractor shall implement all activities required by the CGP for the type and Risk Level of the project at hand and as detailed in the SWPPP and the CGP. The SWPPP shall include, at minimum, the following information.
1. Identification of potential sources of pollution which may be reasonably expected to affect the quality of storm water discharge from the Site.
 2. Calculations supporting the adequacy of selected BMPs to control erosion on the site during the Compliance Storm Event.
 3. Description of proposed practices which will be used to reduce the pollutants in storm water discharge from the Site.
 4. Identification and selection of applicable best management practices (BMPs), including BMPs for erosion and sediment control and BMPs for non-stormwater management, material management, and contractor activities.

DRAFT

5. All stormwater or non-stormwater pollution prevention activities specified in the SWPPP shall comply with the guidance provided in the “*Stormwater Best Management Practice Handbook, Construction*,” most current edition, published by the California Stormwater Quality Association (CASQA), which is available for purchase from the CASQA web site.
 6. Details of the placement of physical BMPs required for installation and the methods used to comply with those BMPs. The Contractor’s preferred techniques shall show how it will comply with the stated objectives of the SWPPP and the terms of the CGP.
 7. A completed copy of the permit, and BMP Inspection Report Template except for the effective date.
 8. BMP inspection reports as required by the CGP.
- C. Non-Stormwater Management: As specified in CGP Attachment C, D or E as appropriate to the project Risk Level, the SWPPP shall discuss any non-stormwater sources (i.e., landscaping irrigation, pipe flushing, street washing and dewatering). In addition, the SWPPP shall include standard observation measures and BMPs, including BCT/BAT practices that are to be implemented in order to reduce the pollutant loading in the discharge waters.
- D. Amendments: All SWPPP amendments shall be prepared by the QSD.
1. The Contractor shall, at no additional cost to the Agency, provide documents to amend the SWPPP whenever there is a change in construction or operations which may affect the discharge of pollutants to stormwater.
 2. The Contractor shall, at no additional cost to the Agency, provide documents to amend the SWPPP if it is in violation of any conditions of the CGP or has not achieved the general objective of reducing pollutants in stormwater discharges.
- E. Annual Reporting: The Contractor shall submit to the Agency documentation, no later than July 15th, for the QSD to submit to the SWRCB via the SMARTS system an annual report, no later than September 1st of each year, in accordance with the requirements of Article XVI of the CGP, including but not limited to: a summary and evaluation of all sampling and analysis results, original laboratory reports, chain of custody forms, a summary of all corrective actions taken during the compliance year and identification of any compliance activities or corrective actions that were not implemented. A project of 90 days or more duration can require more than one Annual Report. See below.
1. An Annual Report is required while the Project is still under construction, if construction begins not later than June 1st of a calendar year and is not completed by September 1st of that same year.
 2. An Annual Report is required, without exception, prior to September 1st following project completion.
 3. Example: A project commencing on May 31st and completed on September 2nd of the same year would require an annual report both by September 1st of the construction year, and by September 1st of the year following.
- F. Notice of Termination: Once construction is completed and the Site has been stabilized with final, sustainable cover, the Contractor shall submit any maps and photographs required by the QSD to prepare a Notice of Termination (NOT), to the State Water Board’s SMARTS

website and within 90 days after all land disturbing activities end and construction is complete, in accordance with Article II D of the CGP.

A Notice of Termination is distinct from an Annual Report. Both are required.

PART 2 PRODUCTS

2.1 GENERAL

- A. Materials furnished for BMPs shall meet the requirements of the California Stormwater Quality Association, Stormwater Best Management Practice Handbook, Construction – November 2009 edition (or most current version) unless otherwise indicated.
- B. Before the work begins, sufficient equipment shall be available on the site to assure that the operation and adequacy of the erosion control plans can be continuously maintained.

PART 3 EXECUTION

3.1 GENERAL DESCRIPTION

- A. The Contractor shall install and maintain all erosion and sediment control measures and carry out inspection in accordance with the Drawings and the approved SWPPP.
- B. Sediment transport and erosion from working stockpiles shall be controlled and restricted from moving beyond the immediately stockpile area by implementing applicable BMPs, including but not limited to construction of temporary toe-of-slope ditches and accompanying silt fences as necessary. If the BMPs proposed in the SWPPP prove inadequate to control sediment transport and erosion on the Site, the Contractor shall without delay implement additional provisions to obtain effective control. The SWPPP shall be updated to reflect the necessary changes as discussed in paragraph 1.6 above.
- C. The Contractor shall be responsible for taking the proper actions to prevent contaminants and sediments from leaving the project Site. The Contractor shall take immediate action if directed by the Construction Manager, or if the Contractor observes contaminants and/or sediments entering the storm drainage system, to prevent further stormwater from entering the system.

3.2 NOTIFICATION AND REPORTING

- A. If non-stormwater pollution occurs in the work area for any reason or when the Contractor becomes aware of any violation of this Section, the Contractor shall correct the problem and shall follow the requirements of the SWPPP for monitoring, control and reporting of non-stormwater discharges.

3.3 FIELD QUALITY CONTROL

- A. The Contractor shall maintain the BMPs and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures.

Should the QSP note any deficiencies in necessary BMPs during the course of QSP's inspections and reporting, Contractor shall immediately repair or replace the defective BMPs as required by the QSP.

3.4 INSPECTIONS

- A. Weekly Inspections: The Contractor's QSP shall inspect disturbed areas of the construction site, areas that have not been finally stabilized used for storage of materials exposed to precipitation, stabilization practices, structural practices, other controls, and area where vehicles exit the Site. Inspections shall be as specified in CGP Attachment C, D or E as appropriate to the project Risk Level.
- B. Quarterly Inspections: The Contractor's QSP shall inspect the Site at least quarterly for non-stormwater discharges. The QSP shall inspect each discharge area for the presence of or any indications of prior unauthorized and authorized non-stormwater discharges and their sources. One (1) quarterly inspection shall be conducted in each of the following periods (as the Permit is active): January – March, April – June, July – September, and October – December. Inspections shall be as specified in CGP Attachment C, D or E as appropriate to the project Risk Level.
- C. Storm Event Inspections: The Contractor's QSP shall inspect disturbed areas of the construction site, areas that have not been finally stabilized used for storage of materials exposed to precipitation, stabilization practices, structural practices, other controls, and area where vehicles exit the Site within forty-eight (48) hours prior to a storm event (with NOAA probability prediction of 50% or greater), every twenty-four (24) hours during the storm event (during normal business hours) and within forty-eight (48) hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Inspections shall be as specified in CGP Attachment C, D or E as appropriate to the project Risk Level.
- D. The Contractor's QSP shall inspect disturbed areas and areas used for material storage that are exposed to precipitation for evidence of, or the potential for, pollutants entering the drainage system and observe erosion and sediment control measures identified in the SWPPP to ensure that they are operating correctly.
- E. The Contractor's QSP shall inspect discharge locations or points to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Inspect locations where vehicles exit the Site for evidence of offsite sediment tracking.
- F. If required by the Project's Risk Level, Contractor's QSP shall conduct necessary Rain Event Monitoring and Sampling as required under the CGP.
- G. Inspection Reports: For each inspection conducted, prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, maintenance performed, and actions taken.

Furnish the report to the Owner or Owner's Representative and Agency within 24 hours of the inspection as a part of the Contractor's daily report. A copy of the inspection report shall be maintained on Site.

3.5 RECORDS

- A. The Contractor shall retain records/copies of data used to complete the PRDs; the SWPPP and all attachments and amendments; compliance certifications; notifications of non-compliance; training; incidents such as spills or other releases, including photographs as available; sampling and analysis of discharges discovered through visual monitoring; all reports required by the CGP; BMP inspections and checklists, and maintenance and repair activities; and activity-based BMPs, such as good housekeeping, that have been implemented.

- B. After the work is complete and finally accepted by the Agency, submit to the Owner or Owner's Representative all records/copies of documents required by the CGP, including, but not limited to, the records/copies of the documents noted above and all documents uploaded to the SMARTS system.

3.6 MAINTENANCE OF TEMPORARY FACILITIES

- A. Inspect erosion and sediment control structures daily and as specified in the SWPPP.
- B. Sediment shall be removed from behind run off control structures after each storm, or as directed by the Owner or Owner's Representative, QSD or QSP.
- C. If areas are seeded, Contractor shall examine those areas during and after major storms to check that grass is becoming established.

3.7 DISPOSAL OF SEDIMENT FROM STORM WATER POLLUTION CONTROL STRUCTURES

- A. Sediment excavated from temporary sediment control structures shall be disposed on the site with general fill or with topsoil. Sediment shall be allowed to dry out as required before reuse. All trash shall be removed before reuse.
- B. Contractor shall place the sediment removed from traps and other structures where it will not enter a storm drain or water course and where it will not immediately reenter the basin.

3.8 REMOVAL OF TEMPORARY STORM WATER POLLUTION CONTROL MEASURES

- A. In accordance with SWPPP requirements, temporary control measures shall be removed once grading is completed and slopes have stabilized, and permanent drainage works have been constructed. Contractor shall not breach any temporary control structures until the associated catchment area is complete unless approved by the Owner or Owner's Representative.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 02504

DUST CONTROL

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work of this section consists of preparing and implementing measures to prevent air pollution during construction activities, in accordance with Federal, State, and local regulations, and in accordance with the Dust Control Plan (DCP).

1.2 RELATED WORK

- A. Section 02233 – WATERING

1.3 REFERENCES

- A. San Joaquin Air Pollution Control District (SJVAPCD) Regulation VIII.
- B. Dust Control Plan Fee, Pursuant to the adoption of Rule 3135, Adopted October 20, 2005 and subsequent revisions, compliance assistance bulletins and editions regarding Rule 3135 and PM 10 regulations.

1.4 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions and as described in Section 01300 – Submittals.
- B. Submit DCP, prior to beginning work and within fifteen (15) calendar days of issuance of the Notice to Proceed, if required, or provide a written statement from SJVAPCD that a DCP is not required.
 - 1. If required by SJVAPCD, DCP shall show proposed arrangements and methods for dust control. Show that the plans satisfy all SJVAPCD, State, and Federal Requirements.
 - 2. Provide proof that the DCP has been submitted to the SJVAPCD for review and approval.
 - 3. Contractor shall be responsible for all permit fees associated with Dust Control Permit.

1.5 QUALITY ASSURANCE

- A. Control the rate and effect of watering in such a manner as to avoid all objectionable settlement and subsidence as approved by the Engineer and to assure the integrity of the finished work.
- B. Before commencing grading, excavation or filling in any part of the site, Contractor shall construct the required measures specified in the DCP.

- C. Arrange demolition activities to minimize dust to the maximum practical extent. Clearing, excavation, and grading shall be limited to those areas of the Project site necessary for construction. Minimize the area exposed and unprotected.
- D. Clearly mark and delineate the work limits activities. Equipment shall not be allowed to operate outside the limits of work or to disturb existing vegetation.

1.6 REGULATORY REQUIREMENTS

- A. Contractor shall comply with all provisions of the SJVAPCD regulations, as well as Federal and State regulations.
- B. The requirements of the Dust Control Plan shall apply continuously through the duration of the Contract.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. Before the work begins, sufficient equipment and resources shall be available on the site to assure that the operation and adequacy of the dust control measures can be continuously maintained.

2.2 DUST CONTROL MEASURES

- A. Water shall be available to the contractor for dust control as specified in the Supplementary Conditions.
- B. Dust Suppressants shall be polymer emulsions or hygroscopic suppressants. Petroleum emulsions and bituminous materials will not be allowed.
 - 1. If dust suppressants other than water are utilized, Contractor shall submit Safety Data Sheet (SDS), Manufacturer's Usage Instructions, and certification by the manufacturer that the product is safe for ground application.
 - 2. If dust suppressants other than water are utilized, contractor shall notify Agency within fifteen (15) calendar days prior to use for notification to the SJVAPCD.
- C. Gravel used for Gravel Pads shall be washed gravel, a minimum of one inch in diameter, and shall be placed a minimum of six inches deep.

PART 3 EXECUTION

3.1 GENERAL DESCRIPTION

- A. The Contractor shall provide effective measures to prevent operations from producing dust in amounts damaging to personnel, property, plants, or animals, and to prevent causing a nuisance to persons living or occupying buildings in the vicinity.
- B. Water Quality – Contractor shall be aware that his work is in close proximity to the Cross Valley Canal adjacent to the Project work. Contractor shall perform his operations in such a manner that dust and any other hazardous material resulting from his work does not contaminate the water.

- C. 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.
- D. Trucks transporting soil, or cement, or debris shall be covered or moistened with water to suppress the dispersion of dust.
- E. CONTRACTOR shall maintain and enforce a maximum speed limit of fifteen miles per hour (15 mph) at all times.
- F. Dust control measures shall include, but may not be limited to: Water application, dust suppressant application, physical barriers limiting site access, reduction of vehicle speed on site, utilization of gravel pads, utilization of grizzlies, and wheel washers. If physical barriers are utilized, the Engineer shall approve the location, size, and type. Physical barriers shall be removed upon project completion.
- G. Furnish, install, maintain, and operate necessary control measures and other equipment necessary to prevent dust. Temporary measures shall be to Contractor's own design and Contractor shall be solely responsible for risks related to the management of dust control during construction.

3.2 METHODS

- A. As described in the DCP and approved by the Engineer.

3.3 MAINTENANCE OF TEMPORARY FACILITIES

- A. Inspect dust control facilities daily and as specified in the DCP.
- B. Sediment shall be removed from grizzlies, gravel pads, and/or paved surfaces as required by the DCP, or as directed by the Engineer.
- C. If areas are seeded, contractor shall examine those areas during or after major storms to check that grass is becoming established.

3.4 DISPOSAL OF SOIL FROM PAVED SURFACES AND DUST CONTROL DEVICES

- A. Soil excavated from temporary dust control structures shall be disposed on the site with general fill or with topsoil. Soil shall be allowed to dry out as required before reuse. Any trash shall be removed before reuse.
- B. Contractor shall place the sediment removed from traps and other structures where it will not enter immediately reenter the device or paved area.

3.5 REMOVAL OF TEMPORARY DUST CONTROL MEASURES

- A. Temporary control measures shall be removed once grading is completed and soils have stabilized.

3.6 RECORD KEEPING

- A. Contractor shall keep accurate records as required by the SJVAPCD of dust control methods utilized during the course of construction. The Contractor shall utilize the forms provided by the SJVAPCD, included in the Appendix.
- B. Contractor shall keep a copy of the approved DCP, any approved revisions, and all dust control records at the site.
- C. Contractor shall furnish upon request by the Agency, Engineer, or SJVAPCD Inspector the approved DCP, approved revisions, and dust control records.
- D. Contractor shall maintain dust control records for one year after project completion.

3.7 DUST CONTROL

- A. The Contractor shall take whatever steps, procedures, or means as are required to limit dust generated by his operations during the Work, including Saturdays, Sundays, and Holidays. Dust shall be controlled to the standards of the local governing agency or, in the absence of local standards, to the satisfaction of the Engineer. Dust control shall extend to any unpaved road which the Contractor or any of his subcontractors are using, to excavation or fill areas, to demolition operations, and to other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to the local governing agency or, in the absence of same, the Engineer.
- B. If the dust control is not adequate in the opinion of the Engineer, this work may be done by others, and the cost shall be deducted from the total payment due the Contractor.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Work required under this section consists of furnishing all materials, supplies, equipment, tools, transportation, and facilities, and performing all labor and services incidental to furnishing and installing concrete formwork as described in this section of the Specifications, shown on the accompanying Plans, or reasonably implied therefrom.
- B. Scope: The work shall include, but is not necessarily limited to:
 - 1. Designing, furnishing, erection, and removal of forms.
 - 2. Shoring and bracing of formwork.

1.2 RELATED SECTIONS

- A. Section 03200 – Concrete Reinforcement
- B. Section 03300 – Cast-In-Place Concrete

1.3 REFERENCES

- A. Industry Codes and Standards
 - 1. American Concrete Institute (ACI) Specification Manual
 - a. ACI 117-90/117R-90 - Standard Tolerances for Concrete Construction and Materials (ACI 117-90) and Commentary (ACI 117R-90)
 - b. ACI 347-01 - Guide to Formwork for Concrete
- B. Government Regulations
 - 1. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Regulations
 - 2. OSHA 29 CFR Part 1926.701 - Safety and Health Regulations for Construction
 - 3. Cal/OSHA Standards, Division of Industrial Safety, Construction Safety Orders, Article 29 Erection and Construction
- C. Where reference is made to one of the above, the revision in effect at the time of bid opening shall apply.

1.4 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions and as described in Section 01300 – Submittals.
- B. Form Ties
- C. Form Anchors
- D. Sheathing
- E. Metal forms
- F. Shoring and Bracing plan for formwork.
- G. Provide concrete construction joints and expansion joints of the types and locations indicated. Submit for approval shop drawings showing proposed location and type of required construction for any joints not shown on the Drawings, and sequence of forming and concrete placing operations.

1.5 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies: The requirements of California Division of Occupational Safety and Health, Construction Safety Orders Section 1717 and OSHA Part 1926, Section 1926.701 apply to the Work of this Section, and the Contractor shall prepare and maintain at least one (1) copy of the required drawings at the site. Design of the structures shown on the Drawings does not include any allowance or consideration for imposed construction loads. Provide forms, shoring and falsework adequate for imposed live and dead loads, including equipment, height of concrete drop, concrete and foundation pressures, stresses, lateral stability, and other safety factors during construction.
- B. Standards and Tolerances: Employ formwork complying with ACI 347-01 Guide to Formwork for Concrete, except as exceeded by the requirements of regulatory agencies or as otherwise indicated or specified. Design and construct formwork to produce finished concrete conforming to tolerances given in ACI 117-90/117R-90.

PART 2 PRODUCTS

2.1 FORM COATING

- A. Form coating compounds shall be biodegradable with a VOC level less than 50 grams/liter. Form release agent shall be non-grain raising and non-staining resin or polymer type that will not leave residual matter on surface of concrete or adversely affect bonding to concrete of paint, plaster, mortar, protective coatings, waterproofing or other applied materials. Coatings containing mineral oils, paraffins, waxes, or other non-drying ingredients are not permitted. For concrete surfaces contacting potable stored water, use only coatings and form-release agents that are NSF-61 approved.

2.2 LUMBER

- A. WWPA No. 1 Structural Light Framing or No. 1 Structural Joists and Planks, or equal. Board forms, if used, shall be No. 2 Common or better, T&G or shiplap, S1S2E, or better. Plywood forms shall be free of loose knots.
- B. Design forms according to ACI 347.

- C. Class I Forms: Use steel forms, ply form, or smooth-surface plywood three-quarter inch (3/4") minimum thickness for straight surfaces and one-half inch (1/2") minimum thickness for curved surfaces.
- D. Class II Forms: Use plywood in good condition, metal, or smooth-planed boards free from large or loose knots with tongue and groove or ship lap joints.
- E. Class II forms may be used for exterior concrete surfaces that are one foot (1') or more below finished grade. Use Class I forms for all other surfaces.

2.3 STEEL

- A. Steel formwork of sufficient strength may be used at the Contractor's discretion.

2.4 METAL FORM TIES

- A. Provide commercially manufactured, prefabricated rod, snap-off, or threaded internal disconnecting type of tensile strength to resist all imposed loads. Use only ties that leave no metal within 1½-inch of concrete surfaces after removal. Employ snap-off type ties having integral washer spreaders of diameter to fully close tie holes in forms.
- B. Snap-ties with neoprene washers shall be used at all water bearing structures.

PART 3 EXECUTIONS

3.1 FORM TYPES

- A. Smooth Surface Concrete: Use specified plywood or metal forms, as approved, for interior and exterior exposed above-grade concrete and all formed concrete in contact with liquids, waterproofing and protective coatings.
- B. General Concrete: Use either plywood or board forms for concealed surfaces, or form as specified for smooth surface concrete.

3.2 SHORING AND FALSE WORK

- A. Distribute loads properly over base area on which shoring is erected, either concrete slabs or ground; if on ground, protect against undermining or settlement, particularly against wetting of soils.
- B. Alignment: Construct forms to produce in finished structure all lines, grades, and camber, as required.

3.3 FORM CONSTRUCTION

- A. Build forms to exact shapes, sizes, lines, and dimensions as required to obtain accurate alignment, location and grades, and level and plumb work in finished structures. Provide for openings, offsets, keyways, recesses, moldings, chamfers, blocking, joint screeds, bulkheads, anchorages, and other required features. Make forms easily removable without hammering or prying against concrete. Use approved metal spreaders to provide accurate spreading of forms. Construct forms so that no sagging, leakage, or displacement occurs during and after pouring of concrete. Coat forms with specified coating material only prior to placement of reinforcing steel; do not allow coating to contact reinforcing bars.

- B. Form Joints and Tie Holes: Seal joints between form panels with specified calking compound. Unless form tie spreaders fully seal tie holes in forms, seal around ties with specified materials and prevent leakage of concrete mortar.
- C. Reuse: Clean and recondition form material before each reuse. Fill all holes, cracks and defects. Unsatisfactory material (in the opinion of the Construction Manager) shall be rejected and removed from the site.
- D. Provide $\frac{3}{4}$ " inch chamfers at all exposed outside corners. Use mill run chamfer strips surfaced all sides. Provide rounded top edges of sidewalks, walkways, and where directed.

3.4 ALLOWABLE VARIATIONS FOR FORMED SURFACES

- A. Tolerances: Per ACI 301 requirements.

3.5 EMBEDDED PIPING AND ROUGH HARDWARE

- A. Install electrical conduits per the direction of the electrical contractor as not to reduce the strength of the construction. Support embedded pipes and conduits independently from reinforcing steel in a manner to prevent metallic contact and thereby prevent electrolytic deterioration. Place embedded pipes and conduits as nearly as possible to the centerline of the concrete section. Submit all conduit, piping and other wall penetrations, reinforcements and anchor bolt sizing and locations to Agency's review and approval.

3.6 FIELD QUALITY

- A. Inspection of Forms: Check forms prior to placement of any concrete for grade and alignment.
- B. Control during Concrete Placement: Check forms during concrete placement and to promptly seal all mortar leaks and to correct all form movement or misalignment.

3.7 REMOVAL OF FORMS AND SHORING

- A. Do not remove forms or shoring until concrete has attained sufficient strength to support its own weight and all imposed construction and permanent loads.
- B. Form Removal: Minimum times for removal after concrete placement are as follows:

Beam sides but not shoring	3 days
Slabs	2 days
Column forms and wall forms	2 days
Forms for supported slabs but not shoring	14 days

- C. Shoring and Falsework Removal: Do not remove shoring and falsework until 21 days after concrete placement, or until concrete has attained at least 90 percent of the 28 day design compressive strength as demonstrated by control test cylinders, but in no event, not sooner than 14 days.
- D. All form materials, during stripping of forms below finish grade, shall be removed and deposited unless otherwise approved by the Engineer.

DRAFT

- E. Restriction: Do not impose construction, equipment, or permanent loads on columns, supported slabs, or supported beams until concrete has attained the 28-day design compressive strength.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 03200

CONCRETE REINFORCEMENT

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Reinforcing bars shall be cut, bent, and placed in the concrete where shown on the drawings or where directed. The Contractor shall furnish all reinforcing bars required for completion of the work.

1.2 RELATED WORK

- A. Section 03300 – Cast in Place Concrete

1.3 REFERENCES

- A. American Concrete Institute (ACI)
- B. American Society for Testing and Materials (ASTM)
- C. State of California Standard Specifications, 2006
- D. United States Bureau of Reclamation Concrete Manual

1.4 SUBMITTAL

- A. Submittals shall be in accordance with the Standard General Conditions and as described in Section 01300 – Submittals.
- B. Submittal 03200-1: Rebar Fabrication and Placement Drawings:
 - 1. The Contractor shall prepare and submit to the Engineer, for approval, reinforcement detail drawings for all structures, including bar-placing drawings, bar-bending diagrams, and bar lists.
 - 2. The Contractor's reinforcement detail drawings shall be prepared from reinforcement design drawings included with the contract documents.
 - 3. The Contractor shall submit to the Engineer, for approval, a minimum of five sets of reinforcement detail drawings at least thirty (30) calendar days before scheduled concrete placement. The Engineer will return prints of each submittal to the Contractor with its comments noted thereon, within fifteen (15) calendar days following receipt by the Engineer, and this review time will apply to each separate submittal or resubmittal as provided in Article 5, paragraph 5.12 (Shop and Fabrication Drawings). No reinforcement shall be placed in any structure until reinforcement detail drawings describing the reinforcement are approved by the Engineer.
 - 4. The Contractor's reinforcement detail drawings shall be prepared following the recommendations established by the American Concrete Institute's "Manual of Engineering and Placing Drawings for Reinforced Concrete Structures" (ACI 315 R-

80) unless otherwise shown on the reinforcement design drawings. The Contractor's drawings shall show necessary details for checking the bars during placement and for use in establishing payment quantities.

5. The Contractor's reinforcement detail drawings shall be clear, legible, and accurate. If any reinforcement detail drawing or group of drawings is not of a quality acceptable to the Engineer, the entire set or group of drawings will be returned to the Contractor, without approval, to be corrected and resubmitted. Acceptable reinforcement detail drawings will be reviewed by the Engineer for adequacy of general design and controlling dimensions. Errors, omissions, or corrections will be marked on the prints, or otherwise relayed to the Contractor, and one print of each drawing will be returned to the Contractor for correction. The Contractor shall make all necessary corrections shown on the returned prints. The corrected drawings need not be resubmitted unless the corrections are extensive enough, as determined by the Engineer, to warrant resubmittal. Such review shall not relieve the Contractor of the Contractor's responsibility for the correctness of details or for conformance with the requirements of these Specifications.

1.5 MEASUREMENT AND PAYMENT

- A. There shall be no separate measurement or payment for concrete reinforcement, the cost of furnishing and placing all reinforcement shall be included, in the bid item, in the bid schedule for which such reinforcement is required.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Reinforcing bars - Reinforcing bars shall be deformed bars conforming to ASTM A 615, grade 60.
- B. Reinforcing Wire shall be cold drawn steel wire conforming to the requirements in ASTM Designation: A 82/A 82M.
- C. Welded wire reinforcement shall conform to ASTM A185.
- D. Deliver reinforcing steel to the site bundled and with identifying tags.

PART 3 EXECUTION

3.1 PLACING REINFORCING BARS

- A. The reinforcement shall conform to the requirements of ACI 318-14 unless otherwise shown on the reinforcement design drawings.
- B. Reinforcing bars will be required to be placed in lengths up to forty feet (40').
- C. Splices shall be located where shown on the drawings, provided that the location of splices may be altered subject to the written approval of the Engineer.
- D. Subject to the written approval of the Engineer, the Contractor may, for the Contractor's convenience, splice bars at additional locations other than those shown on the drawings. In order to meet design and space limitations on splicing, some bent bars may exceed usual shipping clearances. Cutting and bending of such bars from stock lengths may be required at the site.

DRAFT

- E. Unless otherwise prescribed, placement dimensions shall be to the centerlines of the bars. Reinforcement will be inspected for compliance with requirements as to size, shape, length, splicing, position, and amount after it has been placed.
- F. Before reinforcement is embedded in concrete, the surfaces of the bars and the surfaces of any supports shall be cleaned of heavy flaky rust, loose mill scale, dirt, grease, or other foreign substances that, in the opinion of the Engineer, are objectionable. Heavy flaky rust that can be removed by firm rubbing with burlap, or equivalent treatment, is considered objectionable.
- G. Reinforcement shall be accurately placed to meet the following tolerances:
 - 1. The amount of concrete cover protecting reinforcement shall not deviate from that specified by more than 1/2 inch if the specified cover is more than two and one-half inches (2-1/2"), nor by more than one-quarter inch (1/4") inch if the cover specified is two and one-half inches (2-1/2") or less.
 - 2. The spacing of reinforcing bars shall not deviate from the required spacing by more than one inch (1").
- H. Reinforcement shall be secured in position so that it will not be displaced during the placing of the concrete, and special care shall be exercised to prevent any disturbance of the reinforcement in concrete that has already been placed. Bars shall not be field bent to the extent of permanent set, nor straightened, except as approved by the Engineer or shown on the drawings. Bars bent without approval shall be replaced. Welding or tack welding of reinforcing bars will not be permitted except at locations shown on the drawings or where approved by the Engineer. Chairs, hangers, spacers, and other supports for reinforcement shall be of concrete, metal, or of other approved material. Where portions of such supports will be exposed on concrete surfaces designated to receive F2 or F3 finish, the exposed portion of the supports shall be galvanized or of other corrosion-resistant material, except that concrete supports will not be permitted. Unless otherwise shown on the drawings, reinforcement in structures shall be so placed that there will be a clear distance of at least one inch (1") between the reinforcement and any anchor bolts, form ties, or other embedded metalwork.
- I. Reinforcing steel shall not be torch-cut. Reinforcing steel shall not be straightened or re-bent by applying heat in a manner which will injure the material. All bars shall be bent cold. No bars partially embedded in concrete shall be field-bent except as shown or specifically permitted by the Engineer.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 03300

CAST-IN-PLACE CONCRETE

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Work required under this section consists of furnishing all materials, supplies, equipment, tools, transportation, and facilities, and performing all labor and services incidental to furnishing and installing concrete work as described in this section of the Specifications, shown on the accompanying Plans, or reasonably implied therefrom, except as hereinafter specifically excluded. The work shall include, but is not necessarily limited to:
1. All form work including special forms as required for any special construction and/or to accommodate the work of others and removal of forms.
 2. All concrete reinforcement, placement, bending and forming thereof.
 3. All concrete and cement finishing, all surface treatment and curing including non-slip finishes.
 4. Installation of all reglets, bolts, anchors, cans, sleeves, column bolts, etc., whether furnished under this section or by others (except cans and sleeves specifically identified in other sections).
 5. The furnishing of all items required to be or shown on the Plans as embedded in concrete, which are not specifically required under other sections.
 6. Setting headers and screens, finishing, curing, and protecting concrete.
- B. Contractor shall supply aggregate meeting one of the following options, to mitigate for Alkali Silica Reactivity (ASR) for Concrete:
1. Innocuous Material – Aggregate Material listed on the Caltrans Approved Products List for Innocuous Aggregate for Concrete, certification of material sources shall be submitted along with the concrete mix design, to be approved by the owner. The Caltrans Approved Products List can found at the following website:

<https://mets.dot.ca.gov/aml/InnocuousAggList.php>
 2. Aggregate Material with Admixtures – Aggregate Material not on the Caltrans innocuous material list may be used with Caltrans approved admixture in conformance with test ASTM C1260 and/or ASTM C1567, certification of testing shall be within prior twelve-month period to be submitted along with the concrete mix design, to be approved by the owner.
- C. Mix Design shall be stamped by a Registered Civil Engineer in the State of California.
- D. Where prior inspection and test of materials are required, documentary evidence, in the form of test reports, shall be furnished prior to the time the material is incorporated into the work. All rejected material shall be promptly removed from the premises.

- E. A meeting to review the detailed requirements of the Contractor's proposed concrete design mixes and to determine the procedures for producing proper concrete construction shall be held no later than fourteen (14) days after the notice to proceed. The conference shall be held at a mutually agreed upon time and place. The Owner or Owner's Representative shall be notified no less than five (5) days prior to the date of the conference.
- F. All parties involved in the concrete work shall attend the conference, including but not limited to the following:
 - 1. Contractor's representative
 - 2. Testing laboratory representative
 - 3. Concrete subcontractor
 - 4. Reinforcing steel subcontractor and detailer
 - 5. Concrete supplier
 - 6. Admixture manufacturer's representative

1.2 RELATED WORK

- A. Section 02300 – Earthwork
- B. Section 03200 – Concrete Reinforcement
- C. Section 05500 –Metal Fabrication
- D. Section 07910 – Caulking and Sealants

1.3 REFERENCES

- A. American Concrete Institute (ACI)
- B. American Society for Testing and Materials (ASTM)
- C. State of California Standard Specifications
- D. International Building Code (IBC)

1.4 DEFECTIVE WORK

- A. Work considered to be defective may be ordered, by the Owner or Owner's Representative, to be replaced in which case the Contractor shall remove and replace the defective work at his expense. Work considered to be defective shall include, but not be limited to, the following:
 - 1. Concrete incorrectly formed, or not conforming to details and dimensions on the Plans or with the intent of these documents or concrete the surfaces of which are out of plumb or level.
 - 2. Concrete in which defective or inadequate reinforcing steel has been placed.

3. Concrete containing wood, cloth, or other foreign matter, rock pockets, voids, honeycombs, cracks or cold joints not scheduled or indicated on the Plans.
4. Concrete below specified strength.
5. As detailed in Section 63-1.05 of the State of California Standard Specifications.

1.5 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions and as described in Section 01300 – Submittals.
- B. Provide material certificates, shop fabrication and placement drawings, and schedule for all reinforcing steel, imbedded items, form release and curing compounds.
- C. The Contractor shall provide a proposed concrete placement plan (to minimize the effects of cracking and differential settlement) to the Owner or Owner's Representative, and gain approval of said plan, prior to ordering of reinforcing steel. As a minimum this plan shall contain the layout of horizontal and vertical construction joints, and a pour schedule for the individual slab pours. All construction joints shall be in conformance with the Construction Plans.
- D. Should the contractor choose to provide aggregate or a concrete mix design different from these specifications, the contractor shall prepare concrete trial batch mix designs and laboratory 7-day and 28-day compressive tests. Submit mix design in writing for review by the Agency at least 15 days before placing of any concrete. The trial batch shall be prepared using the aggregates, cement, and admixtures proposed for this project. The trial batch materials shall be of a quantity such that the testing laboratory can obtain three drying shrinkage, and five compression test specimens from each batch. Trial batch testing required shall be performed by the Contractor at no additional cost to the Agency. Submit the following trial batch for the 4,000 psi compressive strength concrete mix design:
 1. The determination of compressive strength will be made by test four inch (4") diameter by eight inch (8") high cylinders; made, cured and tested in accordance with ASTM C192 and ASTM C39. Three (3) compressive test cylinders will be tested at seven (7) days and three (3) at twenty-eight (28) days. The average compressive strength for the three (3) cylinders tested at twenty-eight (28) days for any given trial batch shall not be less than one hundred twenty-five percent (125%) of the specified compressive strength.
 2. Twenty-eight (28) day shrinkage test results per ASTM C157 and as modified in Part 2-Materials, Paragraph CC.3.
 3. Alkali Silica Reactivity (ASR) test results per ASTM C1260 and as modified in ASTM C1260 Appendix X1 with the ASR admixture. It is recommended that the CONTRACTOR consult with the ASR mitigation admixture manufacturer on the recommended dosage rates and run multiple parallel tests with a range of dosage rates.
 4. A sieve analysis of the combined aggregate for each trial batch shall be performed according to the requirements of ASTM C136. Values shall be given for percent passing each sieve.

DRAFT

5. In lieu of performing a trial batch, the Contractor may submit a concrete mix design approved by the Agency within the last twelve (12) months, provided the compressive strength is the same and the innocuous aggregate source is from the same quarry.
- E. Submit manufacturer's catalog data and descriptive literature for form ties, spreaders, corner formers, form coatings and curing compound, joint sealant, backing rod, joint filler, control joints, epoxy bonding compound, epoxy anchor adhesive and damp-proofing material.
- F. Submit a report from a testing laboratory verifying that aggregate material contains less than one percent (1%) asbestos by weight or volume and conforms to the specified gradations. Report shall contain the aggregate source location.
- G. Provide certificate that cement used complies with ASTM C150 and these specifications.
- H. Provide delivery tickets for ready-mix concrete or weigh-masters certificate per ASTM C94, including weights of cement and each size aggregate and amount of water added at the plant and record of pours. Record the amount of water added on the job on the delivery ticket. Water added at the plant shall account for moisture in both coarse and fine aggregate.
- I. Provide certificate of compliance with these specifications from the manufacturer of the concrete admixtures.
- J. Plant Qualification: Submit certification from the National Ready Mixed Concrete Association indicating compliance with the specified qualification requirements.
- K. Submit layout sheet showing the location of construction joints tying into the existing structures.

PART 2 PRODUCTS

2.1 CONCRETE

- A. Concrete shall conform to Section 90 of the State of California Standard Specifications. Unless otherwise shown or specified, all concrete shall contain not less than 517 pounds of cementitious material per cubic yard of concrete (5-1/2 sack) with a minimum twenty-eight (28) day compressive strength of 4,000 psi, where the minimum amount of cement shall not be less than seventy-five percent (75%) by weight of the specified minimum cementitious material content
 1. Portland cement shall be Type II/V.
 2. Concrete shall contain 4% \pm 1% entrained air.
 3. Water/cement ratio shall not exceed 0.55 (by weight).
 - a. The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation C 143 is within "Normal" values shown in the 2006 State Standard Specification, Section 90-6.06 Amount of Water and Penetration.
 4. Slump at placement shall be 4 inches \pm 1 inch.
 5. Synthetic fiber reinforcement shall be added at a rate of 1.5 pounds per cubic yard, or as recommended by the manufacturer. Synthetic Fiber reinforcement shall be:

- a. FIBERSTRAND F, Fibrillated Polypropylene Micro-Fiber or
 - b. Owner or Owner's Representative approved equivalent
- B. Concrete used for thrust blocks shall contain not less than 517 pounds of Type II Portland Cement per cubic yard of concrete (5-1/2 sack).
- C. Concrete used for pipe encasement shall contain not less than 517 pounds of Type II Portland Cement per cubic yard of concrete (5-1/2 sack).
- D. Slurry cement backfill for pipe bedding used in lieu of compacted soil shall contain not less than 188-pounds of Type II Portland Cement per cubic yard of concrete (2 sack) and shall comply with Section 19 of the State of California Standard Specifications.
- E. Slurry cement backfill for wingwalls shall contain not less than 376-pounds of Type II Portland Cement per cubic yard of concrete (4 sack) and shall comply with Section 19 of the State of California Standard Specifications.

2.2 AGGREGATE

- A. Aggregate for normal weight concrete shall conform to ASTM C-33. Aggregates shall be free of dirt, clay balls, roots, bark and other deleterious substances and shall be thoroughly washed before use.
- B. The combined aggregates for concrete shall conform to the grading limits for the one inch (1" x #4), maximum size specified in Section 90-3.04 of the State Standard Specifications, Combined Aggregate Gradings.
- C. Innocuous-non expansive Aggregate: Should the contractor choose to use Innocuous Material, the material shall be certified as follows. Material classified as innocuous-non expansive shall be from a pit that is on the most recent Caltrans innocuous list (see link below). Contractor to provide documentation of source of innocuous material and certification of testing within prior twelve-month period.

<https://mets.dot.ca.gov/aml/InnocuousAggList.php>

2.3 WATER

- A. Water shall be clean and free from injurious amounts of acids, alkalis, salts, oils, organic materials or other deleterious substances. Water shall not contain more than 500 mg/l of chlorides or 500 mg/l of sulfates.

2.4 ADMIXTURES

- A. Air Entraining: ASTM C260
- B. Water Reducing: ASTM C494, Type A, or D
- C. Accelerating: ASTM C494, Type C or E
- 1. No admixture containing any chloride ions is acceptable.
- D. Retarding: ASTM C494, Type B or D
- E. For ASR mitigation:

1. Lithium Nitrate (LiNO_3), 90-4 State of California Standard Specifications, 2006, ASTM C494, Type S, Not to be used as a Supplementary Cementitious Material,
 2. The use of fly ash (Type F) shall be per the manufacturer's suggested dosage.
 - a. The weight of fly ash conforming to ASTM C618 shall not exceed twenty-five percent (25%) of the total cementitious material.
- F. Mineral Admixtures: ASTM C 618, ASTM C 1240- reduction of mortar expansion eighty percent (80%).
1. Total amount of mineral admixture shall not exceed thirty-five percent (35%) by weight of the total amount of cementitious material to be used in the mix per Caltrans Standards 90-4.08 Required Use of Mineral Admixtures. The total weight of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.
- G. Admixtures to be NSF-61 approved for potable water.

2.5 REINFORCING STEEL

- A. Refer also to Section 03200 – Concrete Reinforcement.
- B. Rebar shall be ASTM designation A615, Grade 60.
- C. Welded wire fabric shall conform to ASTM A 185A.

2.6 EXPOSED-TO-VIEW CONCRETE

- A. For exposed-to-view concrete, where legs of metal supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class I).

2.7 FORM MATERIALS

- A. Refer also to Section 03100 – Concrete Formwork.
- B. Exposed Concrete: Plywood complying with U.S. Plywood Standard PS-1 "BB (Concrete Form) Plywood" Class I, or better.
- C. Textured Finish Concrete Units of face design, size arrangement and configuration to match control sample.
- D. Cylindrical Columns and Supports: Metal, fiberglass or waxed paper tubes of sufficient wall thickness to resist imposed loads without deformation.
- E. Form Release Agent shall leave behind a paintable concrete surface.
 1. Release #1, The Burke Co., or Owner or Owner's Representative approved equivalent.
 2. Agent shall be non-staining and non-toxic after 30 days.

2.8 CURING MATERIALS

- A. Polyethylene film

- B. Reinforced waterproof paper
 - 1. Sisal Kraft, Orange Label, or approved equal.
- C. Liquid-membrane curing compound
 - 1. Curing compound shall comply with ASTM C309 and NSF-61 certification.
 - a. White pigmented material
 - b. Clear pigment may be used for concrete that will be exposed to public view.
- D. Curing compound shall be compatible with the required finishes and coatings and shall meet the State of California Clean Air Quality standards which limit the quantity of volatile organic chemicals to 350 grams/liter.
- E. Burlap mats shall conform to AASHTO M1.

PART 3 EXECUTION

3.1 REINFORCING STEEL

- A. Refer also to Section 03200 – Concrete Reinforcement.
- B. Comply with CRSI, “Placing Reinforcing Bars” and as specified herein.
- C. Place reinforcing steel and embedded items in accordance with approved shop drawings.
- D. Splicing of bars shall be by lapping. Lapped splices shall be 45 bar diameters for bar size through #8 and 60 bar diameters for larger bars, unless otherwise shown on the Plans.
- E. Splicing of the wire fabric shall be by lapping. Lapped splices shall be two full mesh, minimum.
- F. All rebar in vertical walls shall be supported by concrete block spacers or metal chairs.
- G. Prior to placement of the concrete, reinforcing steel shall be cleaned and free of all concrete, dirt, oil, mill scale, rust or other coatings that would reduce or destroy the bond.
- H. All reinforcing steel and embedded items shall be reviewed and approved by the Owner or Owner’s Representative prior to concrete placement.

3.2 FORMS

- A. Refer also to Section 03100 – Concrete Formwork
- B. All forms shall be cleaned and an approved agent applied each time they are used and shall be so constructed and set as to resist, without springing or settlement, the pressure of the concrete and the placing operations.
- C. In designing forms and falsework, the concrete shall be treated as a liquid weighing at least 150 lbs. per cubic foot for vertical loads and not less than 85 lbs. per cubic foot for horizontal pressure. The design of the forms and falsework system shall include allowances for temporary construction loads. The rate of placement of concrete shall be so regulated that the pressures caused by the wet concrete will not exceed the designed form pressure. The

unsupported length of wooden columns and compression members shall not exceed 30 times the width of the least side.

- D. All forms shall be set and maintained in true alignment, grade and section until the concrete has sufficiently set. The interior surfaces of forms shall be adequately treated with an acceptable material to insure non-adhesion of mortar. All forms shall be mortar-tight. When forms appear to be unsatisfactory in any way, concrete placement shall be stopped until the defects have been corrected.
- E. All exposed outside corners, including the top edges of all walls, machinery bases and curbs shall have a $\frac{3}{4}$ -inch chamfer.
- F. Metal tie rods or anchorages within the forms shall be fitted with suitable cones or comparable devices. Metal tie rods or anchorages shall be removed to a depth of one inch (1") from the surface without injury to the concrete. All fittings for metal ties shall be of such design that upon their removal, the cavities which are left will be of the smallest possible size, but of sufficient diameter to allow the cavity to be "dry packed" with cement mortar. The cavities shall be filled with cement mortar and the surface left sound, smooth and even.
- G. Form release agent shall be applied to the form so that no agent comes in contact with reinforcing steel.

3.3 PLACING

- A. All concrete shall be placed before it has taken its initial set and shall be placed in horizontal layers and in such a manner as to avoid segregation. The concrete adjacent to the forms and joints shall be thoroughly internal consolidated with a vibrator operating at not less than 4,500 vibrations per minute. A back up vibrator shall be onsite during concrete placing in case of failure of first vibrator.
 - 1. Pumping equipment shall be of suitable type, without Y-sections, and with adequate pumping capacity.
 - 2. Loss of slump in pumping should not exceed one and one-half inch ($1\frac{1}{2}$ ").
 - 3. Concrete shall not be placed through reinforcing that may cause separation of aggregates.
- B. The concrete shall be deposited as nearly as possible in its final position. Drop chutes and elephant trunks shall be used on drops greater than 5 feet. Concrete shall be placed at such a rate that all concrete in the same lift will be deposited on plastic concrete. The concrete comprising each unit of work shall be placed in a continuous lift.
- C. The Contractor shall notify the Owner or Owner's Representative twenty-four (24) hours (1 working day) prior to concrete placement.
 - 1. The form work and reinforcing steel placement shall be approved by the Owner or Owner's Representative prior to ordering concrete.
- D. Form Removal. Minimum times for removal after concrete placement are as follows:

Beam sides but not shoring	3 days
Slabs	2 days
Column forms and wall forms	2 days

Forms for supported slabs but not shoring	14 days
---	---------

E. Construction Joints

1. At ends of the first concrete pour, provide forms that positively locate any waterstop. Ensure the end forms of walls are removable without releasing the side forms. Provide seals around reinforcement and water stop to prevent mortar leaks.
2. Overlap the hardened concrete of the first pour with forms for the second pour. Brace the ends of the forms against the hardened concrete to prevent joint offsets and mortar leakage. Align any exterior features required on the finished surface.

F. Hot weather Requirements

1. During hot weather, give proper attention to ingredients, production methods, handling, placing, protection, and curing to prevent excessive concrete temperatures or water evaporation in accordance with ACI 305 and the following.
2. When the weather is such that the temperature of the concrete as placed would exceed 90°F, use ice or other means of cooling the concrete during mixing and transportation so that the temperature of the concrete as placed will not exceed 90°F.
3. Take precautions when placing concrete during hot, dry weather to eliminate early setting of concrete. This includes protection of reinforcing from direct sunlight to prevent heating of reinforcing, placing concrete during cooler hours of the day, and the proper and timely application of specified curing methods.
4. There will be no additional reimbursement to the Contractor for costs incurred for placing concrete in hot weather.

G. Cold Weather Requirements

1. Provide adequate equipment for heating concrete materials and protecting concrete during freezing or near-freezing weather in accordance with ACI 306 and the following.
2. When the temperature of the surrounding atmosphere is 40°F or is likely to fall below this temperature, use heated mixing water not to exceed 140°F. Do not allow the heated water to come in contact with the cement before the cement is added to the batch.
3. When placed in the forms during cold weather, maintain concrete temperature at not less than 55°F. All materials shall be free from ice, snow, and frozen lumps before entering the mixer.
4. Maintain the air and the forms in contact with the concrete at temperatures above 40°F for the first five (5) days after placing, and above 35°F for the remainder of the curing period. Provide thermometers to indicate the ambient temperature and the temperature two inches (2") inside the concrete surface.
5. There will be no additional reimbursement made to the Contractor for costs incurred for placing concrete during cold weather.

3.4 CONCRETE JOINTS

A. General

1. Provide joints:
 - a. As shown on the Drawings and as noted below in these Specifications.
 - b. As required for constructability.
 - c. After favorable review of layout, sequence and concrete placement program.
2. Provide minimum curing times before the second placement:
 - a. Four (4) days after the first concrete placement at the joint, or

B. Control Joints:

1. Space typical control joints in slabs on grade or suspended slabs not exceeding ten feet (10'), or as shown on the Drawings. If cast-in with the concrete, positively locate the preformed PVC crack-inducing waterstop and hold rigidly in place during concreting.
2. If saw-cut, use a wheeled power saw as soon as the concrete surface is firm enough. Saw-cut control joints must be constructed within twelve (12) hours after concrete placement. Fill the groove with sealant over a backer rod.

C. Construction Joints:

1. Produce quality concrete, with full continuity of reinforcing and water tightness across the joints.
2. Space typical slab joints not exceeding twenty feet (20') in the direction of the transverse or secondary reinforcing, typically the smaller reinforcing nearer to the center of the slab thickness.
3. After the first concrete placement at the joint, do not walk on or disturb any reinforcing extending into the second placement area for at least forty-eight (48) hours.
4. Before depositing new concrete on or against concrete that has hardened, clean and roughen the entire surface of the joint exposing clean coarse aggregate solidly embedded in mortar matrix. Provide typically one quarter inch (1/4") roughness or amplitude of the concrete surface measured from the top of the exposed aggregate to the bottom of pockets between stones.
5. Drench the prepared joint with clean water and remove prior to the concrete pour.
6. Cover horizontal wall joints and wall-to-slab joints with a minimum thickness of two inches (2") and a maximum of six inches (6") of the modified concrete mix, consisting of the designated concrete mix with one-half of the coarse aggregate removed.
7. Use special care in vibrating adjacent to construction joints to ensure thorough consolidation of the concrete around the waterstops and against the hardened portion of the joint. Additional hand tamping may be required.

8. For joints that are shown on architectural drawings as having a continuous reveal or recess, leave the wood form or pour strip used to create the reveal or recess in place or re-insert before roughening. Prevent the next concrete placement from filling the reveal or recess.

D. Expansion Joints

1. Stop all steel reinforcing clear of the joint at each side.
2. Prepare a smooth first concrete surface with all voids filled.
3. Provide preformed joint filler, securely fastened to the existing concrete as directed by the Manufacturer.
4. Install bond breaker and sealant after curing is completed and when directed.

- E. Bonding to Pre-existing Concrete: Mechanically roughen the old surface to a 1/4-inch amplitude, as defined in construction joint paragraph above. Apply epoxy bonding material prior to concreting, as recommended by the manufacturer.

3.5 CONCRETE CURING

- A. Exposed concrete surfaces shall be protected from premature drying by covering as soon as possible with canvas, plastic sheets with sealed joints, burlap, sand or other satisfactory materials and kept continuously moist; or, using approved curing compound; or if the surfaces are not covered, they shall be kept continuously moist by flushing or sprinkling.
1. Curing shall continue for a period of not less than seven (7) days after placing the concrete. If curing compound is used, two (2) applications will be made for even coverage, one (1) horizontal pass and one (1) vertical pass. A minimum duration between applications shall be one (1) hour. Curing methods must be approved by the Owner or Owner's Representative, and shall be NSF-61 certified.

3.6 FINISHING

- A. Defective and honeycombed surfaces shall be chipped back to such a depth to expose solid concrete. The surface shall be dampened and coated with a bonding agent and packed with mortar.
- B. Concrete Finishes for Vertical Wall Surfaces:
1. Form facing material shall produce a smooth, hard, uniform texture.
 - a. Use forms specified for surfaces exposed to view in accordance with the Plans and other Specification Sections.
 2. At a minimum, repair the following surface defects:
 - a. Tie holes
 - b. Honeycombs deeper than one quarter inch ($\frac{1}{4}$ ")
 - c. Air pockets deeper than one quarter inch ($\frac{1}{4}$ ")
 - d. Rock holes deeper than one quarter inch ($\frac{1}{4}$ ")

- e. Scabbing
- 3. Chip or rub off fins exceeding one eighth inch (1/8") in height.
- 4. Provide Class 1 finish for:
 - a. Walls being waterproofed, painted, coated with some other material.
 - b. Use at all exposed surfaces not specified to receive another finish.
- C. Related Uniform Surfaces (Except Slabs):
 - 1. Strike smooth tops of walls or buttresses, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces after concrete is placed.
 - 2. Float surface to a texture consistent with that of formed surfaces.
 - 3. Continue treatment uniformly across unformed surfaces.
- D. Concrete Finishes for Horizontal and Sloped Slab Surfaces:
 - 1. General: Tamp concrete to force coarse aggregate down from surface. Screed with straightedge, eliminate high and low places, bring surface to required finish elevations; slope uniformly to drains. Dusting of surface with dry cement or sand during finishing processes not permitted.
 - 2. Slab Finish shall be as follows:
 - a. Surfaces intended to receive damp proofing or water proofing membranes: Float finish.
 - b. Floors intended to receive floor coverings and MCC rooms: Trowel finish.
 - c. Exterior slabs, platforms, steps and landings, exterior and interior pedestrian ramps and interior stairs and all process equipment areas, not covered by other finish materials: Broom finish.
 - 3. Deviation in finish surface shall not exceed one quarter inch (1/4") in ten feet (10').
 - 4. Slab thickness shall not deviate by more than one quarter inch (1/4") from design thickness.

3.7 TESTING

- A. Testing of concrete shall be as required by the Owner or Owner's Representative and in accordance with ACI 301, Chapter 16.
 - 1. All costs of initial testing will be paid by the Agency unless otherwise noted.
 - 2. All costs involved, including those required by the Owner or Owner's Representative, in retesting of concrete required because of a failure to meet these Specifications shall be at the expense of the Contractor.

3.8 WATERTIGHTNESS OF CONCRETE WORK

- A. It is the intent of this Specification to obtain concrete and grout with homogenous structure, which when hardened will have the required strength, is watertight, and resistance to weathering.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 03462

PRECAST CONCRETE TURNOUT

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 DESCRIPTION

- A. This section includes materials, design, and installation of precast concrete turnout structures.

1.2 RELATED SECTIONS

- A. Refer to Specification Section 03100 – Concrete Formwork
- B. Refer to Specification Section 03200 – Concrete Reinforcement
- C. Refer to Specification Section 03300 – Cast-In-Place Concrete

1.3 SUBMITTALS

- A. Submit shop drawings in accordance with the General Conditions and as described in Section 01300 – Submittals.
- B. Show dimensions of vaults and thicknesses of walls, floors, top slabs, risers, and knockouts for pipe penetrations. Show reinforcing wire and steel. Show materials of construction by ASTM reference and grade.
- C. Wall thicknesses and reinforcement placement shall be in accordance with the Construction Plans.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Precast concrete manufacturers shall be certified manufacturers with longstanding established manufacturing experience.

2.2 PRECAST CONCRETE ELEMENTS

- A. Precast concrete elements shall comply with ASTM C858 except as modified herein.
- B. Precast concrete elements shall be in accordance with ASTM C857, except as modified herein.
- C. Precast elements shall be in the form of monolithic walls or horizontal wall sections; do not use panel walls.
- D. Minimum wall thickness shall be a minimum of six inches (6").

- E. Turnout box is to be cast with stubbed pipe outlet. Pipe shall be as specified in Specification Section 06001 – Corrugated HDPE Culvert Pipe and in accordance with the Construction Plans.

2.3 CEMENT AND GROUT

- A. Cement: ASTM C150, Type II/V, Minimum compressive strength, 5,000 psi at twenty-eight (28) days. Air-entraining admixtures shall comply with ASTM C260 and a water-reducing admixture conforming to ASTM C494. Refer to Specification Section 03300-Cast-In-Place Concrete for all other concrete mix design requirements.
- B. Mortar: Mortar shall comply with ASTM C387, Type S.
- C. Grout: Nonshrink grout shall conform to ASTM C1107. Use a nongas-liberating type, cement base, non-organic ingredients, and a premixed product requiring only the addition of water for the required consistency. Dry pack grout shall consist of one (1) part Portland cement to two (2) parts sand (100% passing a No. 8 sieve), adding water for a damp formable consistency.

2.4 JOINTS AND SEALANTS

- A. Joints shall be designed using Sika Swellstop or approved equal.
- B. Refer to Specification Section 07900 – Caulking and Sealant.

PART 3 EXECUTION

3.1 SEALING AND GROUTING

- A. Seal precast elements to prevent water leakage in the interior.
- B. Fill joints between precast sections with Sika Swellstop.

3.2 INSTALLING VAULTS AND MANHOLES

- A. Set each precast concrete vault or manhole section plumb on a bed of sealant or cement mortar at least one-half inch (1/2") thick to make a watertight joint with the concrete base and with the preceding unit. Point the inside joint and wipe off the excess mortar or sealant.

3.3 BACKFILL AROUND VAULTS AND MANHOLES

- A. Backfill and compact around the precast structure using fill as specified in Specification Section 02300 – Earthwork. Compact to ninety percent (90%) relative compaction.

3.4 REPAIR MORTAR

- A. Mortar used for repair of concrete voids shall be made of the same materials as used for concrete, except that the coarse aggregate shall be omitted or the mortar shall consist of not more than one (1) part cement to two and one-half (2-1/2) parts sand by loose volume, mixing in water for only what is necessary for handling and placing.
- B. Repairs that are larger than surface defects, but do not affect the structural integrity of the pre-cast structure shall be made by sandblasting to sound concrete, coating the exposed surfaces with epoxy bonding compound, and placing non-shrink grout to coated surface.

DRAFT

- C. Minor cracks less than 0.1 inch and greater than 0.01 inch shall be repaired using epoxy injection.
- D. Cracks wider than 0.1 inches shall be repaired by cutting out an aligned joint three-eighth inch (3/8") wide and three-quarter inch (3/4") deep, priming the joint and applying a polyurethane joint sealant.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 05500

METAL FABRICATION

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 REQUIREMENT

- A. This Section includes the work necessary to furnish and install fabricated metalwork and miscellaneous items.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. American National Standards Institute (ANSI):
 - MBG 531 Metal Bar Grating Manual
- B. American Society of Testing and Materials (ASTM):
 - A36/A36M Structural Steel
 - A53 Pipe, Steel; Black and Hot dipped, Zinc-Coated, Welded and Seamless
 - A123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - A276 Stainless and Heat-Resisting Steel Bars and Shapes
 - A320 Alloy-Steel and Stainless-Steel Bolting for Low-Temperature Service
 - A510 Carbon Steel Rods and Course Round Wire
 - A1011 Hot Rolled Carbon Steel Sheet and Strip
 - B241 Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube
 - F2329 Zinc Coating, Hot-Dip, Requirements for Application to Carbon and Alloy Steel Bolts, Screws, Washers, Nuts, and Special Threaded Fasteners
- C. American Welding Society (AWS)
 - D1.1 Structural Welding Code - Steel
- D. National Association of Architectural Metal Manufacturers (NAAMM)
 - AMP 504 Metal Finishes Manual (Carbon Steel)

1.3 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit shop drawings in accordance with the General Conditions and as described in Section 01300 – Submittals.

DRAFT

2. Submit fabrication drawings for the fabrication of structural steel and handrailing before starting their fabrication.
 3. For Fabricated Items: Complete drawings showing details of fabrication and assembly and demonstrating compliance with Specification requirements. Include all dimensions, tolerances, sizes, finishes, fasteners, welds, and materials of construction. Identify all field connections.
 4. For Standard Manufactured Items: Manufacturer's catalog work sheets showing illustrated cuts of items to be furnished and demonstrating compliance with Specification requirements. Include scale details, dimensions, fasteners, finishes, and materials of construction.
- B. At least 15 calendar days prior to beginning fabrication of structural steel or other miscellaneous metal item, submit the following as applicable to the ENGINEER for review and approval:
1. Shop fabrication and erection drawings showing the work. Shop drawings shall include lists of materials showing the computed weights of steel, and the size, type and number of fasteners required for each field connection.
 2. Certificate of compliance from the materials manufacturer for all materials stating compliance to Contract Documents and referenced standards.
 3. Certified copies of mill tests and analyses made in accordance with applicable ASTM standards, or reports from a recognized commercial laboratory, including chemical and tensile properties of each shipment of structural steel or part thereof having common properties.
 4. Welding procedures.
 5. Welder's Certificates, certifying that welders employed on the work have met AWS qualifications and are currently qualified to the specific welding procedures employed.
 6. Qualifications of the independent testing laboratory to conduct the specified tests and inspections, and certification that the laboratory is independent from the CONTRACTOR.
 7. Results of tests and inspections, certified by the independent testing laboratory that performed them.

1.4 QUALITY ASSURANCE

- A. Codes and Regulations: Except as otherwise specified herein or shown on the Drawings, all work shall conform to the requirements of AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" and AISC "Code of Standard Practice for Steel Buildings and Bridges".
- B. Shop Drawings: Shop drawings are required and shall give complete information necessary for fabricating and erecting. Clearly distinguish between shop and field bolts and welds. Use AWS symbols for welds. Show all holes for attaching or accommodating other work, as required by the Drawings.

DRAFT

- C. Handrails shall conform to the standards of the Occupational Safety and Health Administration (OSHA) and the International Building Code (IBC).
- D. Comply with applicable provisions and recommendations of the following: NAAMM Metal Bar Grating Manuals designated ANSI/NAAMM MBG 531 for Steel, Stainless Steel and Aluminum Gratings and Stair Treads.
- E. Inspection and Tests:
 - 1. Structural steel shall be identified by heat or melt numbers. In case of inability to provide such identification when furnishing stock materials, they may be used without further testing, provided that all the fabricator's stock purchases are demonstrated to conform to material specifications set forth herein and are accompanied by mill analyses, test reports, and certified affidavits.
 - 2. If the steel cannot be identified, or its source is questionable, one set of physical tests shall be made on each unit quantity or weight of material as required to establish steel quality. Testing, inspecting and sampling shall be done by an independent testing laboratory, approved by the ENGINEER, at no additional cost to the DISTRICT.
 - 3. The steel shall be subject to visual inspection by the ENGINEER in the shop and in the field. Preferably, inspection will be made at place of fabrication whenever possible, and the fabricator shall provide information and access required therefore, as well as space and facilities for checking shop drawings. The CONTRACTOR or fabricator shall promptly remove material rejected by the ENGINEER either at shop or construction site and replace with acceptable material. Rejection of material may be made at any time, including after it has been erected, if the material fails to conform to specified requirements.
 - 4. The ENGINEER will select welds for magnetic particle or ultrasonic testing. Weld testing, whether by the fabricator or by an ENGINEER-approved independent testing laboratory provided by the CONTRACTOR, will be under the ENGINEER's supervision. All defects revealed as a result of tests shall be rectified by the CONTRACTOR to the satisfaction of the ENGINEER and at no additional cost to DISTRICT.

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Packing and Shipping: Deliver structural steel free from mill scale, rust, and pitting.
- B. Storage and Protection: Until erection and painting, protect from weather items not galvanized or protected by a shop coat of paint.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials used shall be new, of the kind, composition, and physical properties best adapted to their various uses in accordance with best engineering practices. The type of metals to be used shall be as specified herein or as shown on the Drawings, or if not so specified or shown shall be commercial grade products suitable for the intended use, as approved by the ENGINEER.
- B. Materials shall conform to the following standards:

DRAFT

1. Structural steel shapes, plates and bars unless noted otherwise: ASTM A36.
2. Stainless steel plates and bars: ASTM A240, 316L.
3. Pipe for railing: ASTM A513, type 5.
4. Anchor bolts: ASTM A307, Grade A, or ASTM A36 threaded rod.
5. Welding electrodes: AWS Type E70XX series.
6. Grating shall be Amico Standard Welded Type "W" 19-W-4 resistance welded grating as manufactured by Alabama Metal Industries Corp. or approved equal.
7. Removable handrails shall be powder-coated steel pipe with galvanized steel mounting sockets.
8. Bolts, nuts, and washers shall be stainless steel per ASTM A320, Type 304.
9. Fastenings for removable handrails for spillway shall be galvanized steel per ASTM F2329

2.2 FABRICATION - GENERAL REQUIREMENTS

- A. All parts shall be accurately fabricated to American standard gauge so as to facilitate replacement and repairs. All commercial bolts, nuts, screws, threads, pipe, gauges, and measurements or dimensions shown on the Drawings shall be in United States standard units. Fabrication work shall be square, plumb, straight and true, accurately fitted, with tight joints and intersections, and neat in appearance. Members shall have sharply defined profiles and be free from twists, bends and defects impairing strength and durability. All burs, sharp edges, and protrusions on metal items shall be removed. Items not meeting these requirements will be rejected by the ENGINEER.
- B. Bolted Connections: Threads shall be with cut threads, Class 2A; threads for nuts shall be Class 2B. Connection bolts shall be of proper length to permit full thread in the nut, but to not project more than $\frac{1}{4}$ inch. Holes shall be made by drilling; slotted holes shall be machined. Burning shall not be allowed. Poor matching of holes shall be cause for rejection.
- C. Welding: Electrodes for manual welding of carbon steel shall be low hydrogen and shall conform to AWS A5.1 or AWS A5.5; electrodes for machine welding per Section 4, of AWS D1.1; electrodes for manual welding of stainless steel per AWS A5.9. Electrodes for manual welding of stainless steel shall be of compatible material. Electrodes and fluxes shall be maintained clean and free of moisture in conformance with Section 4 of AWS D1.1. Welds shall be smooth and regular, solid and homogenous throughout, and free from pits, slag, scale and other defects. Where exposed to weather, welds shall be continuous, unless otherwise noted.
- D. Cutting: Low carbon structural steel shall be cut by torches, shears, or saws. Flame cutting of materials other than low carbon structural steel shall be subject to approval by the ENGINEER. The cutting flame shall not overheat the adjacent metal. An approved mechanical guide shall be used to guide the path of the torch. Torch cuts shall be chipped, ground, or machined to sound metal. Edges to be welded shall be prepared in accordance with the applicable requirements of AWS D1.1. Other edges shall be smooth and free of notches and gouges. All edges shall be slightly rounded by grinding.

DRAFT

- E. Assembly: Metalwork shall be assembled and coated in the fabrication plant or prior to installation, insofar as it is practicable. Each assembly shall be checked to ensure that clearances have been provided and that binding does not occur in any moving or removable parts. Parts shall be cleaned thoroughly of packing compounds, dirt, dust, grit, or other foreign matter before assembly. Pipe wrenches, cold chisels, and other tools which would damage the surface of rods, bolt heads, nuts, or other parts shall not be used.
- F. Protective Coating: Except for stainless steel materials all steel shall be galvanized. Galvanizing shall conform to ASTM A123 or A153, as applicable. Cold Galvanizing Compound (Touchup) shall be ready-mixed zinc-rich coating containing 95 percent metallic zinc by weight. Approved products are: Galvicon of Kenco Division, Southern Coatings, Inc., Sumter, SC; ZRC of ZRC Chemical Products Co., Quincy, MA; Galvanox Type I of Subox Coatings Div., Carboline Co., Hackensack, NJ; or approved equal.
- G. CAL/OSHA Standards: All fabrications and installations intended for personnel walking, climbing, guarding or working surfaces shall meet the requirements of the CAL/OSHA standards, and in the event of conflicting requirements herein or on the Drawings, the more stringent shall apply.
- H. Metal Grating: The grating shall be received at the job site by the Contractor, unloaded and protected from damage prior to the requirement for it to be installed. The installing contractor shall prepare the site for installation, determining that deviations from the approved drawings are corrected prior to grating placement. Grating shall be installed in accordance with the approved shop drawings and the installation clearances called for in the NAAMM Metal Bar Grating Manual, including the use of the prescribed anchor system. Pipe penetrations of 4" or less shall be cut in the field. When installed, Grating Cross Bars shall be in alignment.
- I. Handrails: Pipe cuts shall be clean, straight, square, and accurate for minimum joint gap. Work shall be free from blemishes, defects, and misfits of any type, which can affect durability, strength, or appearance. Handrail connections shall be by screws or bolts. Holes shall be punched 1/16 inch larger than the nominal size of the bolts, unless otherwise specified. Wherever needed because of the thickness of the metal, holes shall be sub-punched and reamed or drilled. Handrail components with mismatched holes shall be replaced. No drifting of bolts or enlargement of holes will be allowed to correct misalignment.

2.3 HANDRAILING

- A. Unless otherwise shown on the Drawings, hand railings shall be constructed of Schedule 40 steel pipe, complete with brackets, anchors and other fittings required for rigid installation.
- B. Handrails shall be as specified on the Drawings. Measurements for railings shall be field verified before fabrication.
- C. Provide handrail components to complete the installation for the various types of handrails.
- D. Dissimilar metals shall be protected from galvanic corrosion by means of pressure tapes, coatings, or isolators. Aluminum in contact with concrete or grout shall be protected with a heavy coat of bituminous paint.

2.4 CONCRETE ANCHORS, CONNECTORS AND FASTENERS

- A. All anchor bolts and nuts shall be hot-dipped galvanized unless indicated otherwise on the Drawings. Bolts shown as stainless steel shall have hexagonal nut and washers of the same material. Drilled-in expansion anchors shall be Hilti, Kwik bolt, or approved equal. Resin anchors shall be Hilti HIT RE500 Adhesive Anchors, Williams S6S Adhesive Capsule

Anchors, or approved equal. Powder actuated fasteners shall be controlled-energy type, Hilti Fastening Systems, or approved equal. Steel and iron parts of connectors and fasteners shall be galvanized, or cadmium plated.

2.5 METAL GRATING

- A. Surface: The bearing bars shall have a smooth top surface unless the Engineer determines the need for a serrated surface.
- B. Loading: At a uniform load of 100 pounds per square foot, deflection shall not exceed ¼ inch over the required span.
- C. Finish: Manufacturers standard galvanized as required by Engineer.

PART 3 EXECUTION

3.1 HANDLING AND TRANSPORTATION

- A. Metalwork shall be handled by procedures and means that will not damage the materials. Trucks, trailers and railway cars used for transporting shall be provided with padded bolsters and shall use padded ties.

3.2 INSTALLATION OF METALWORK

- A. Installation of all metal fabrications shall conform to the AISC Code of Standard Practice for Steel Bridges and Buildings and shall be in accordance with the Drawings and the approved shop drawings, true and horizontal and perpendicular, as the case may be, plumb, level and square, with angles and edges parallel with related lines of the work.
- B. Shop fabricated items subject to damage shall be braced and carefully handled to prevent distortions or other damage.
- C. Following installation, assemblies shall be checked for proper fit and functioning, and any necessary corrections shall be made by the CONTRACTOR as approved by the ENGINEER. Corrections needed due to installation errors, omissions, or damage by the CONTRACTOR shall be made at the CONTRACTOR's expense. Fabrication tolerances shall be: maximum variation from plumb = ¼ inch; maximum offset from true alignment = ¼ inch.
- D. Installation of steel pipe handrails shall be in pipe sleeves embedded in concrete. After installation of the post, an epoxy-type grout approved by the ENGINEER shall be used to secure the post to the embedded sleeve.
- E. The grating shall be received at the job site by the Contractor, unloaded and protected from damage prior to the requirement for it to be installed. The installing contractor shall prepare the site for installation, determining that deviations from the approved drawings are corrected prior to grating placement. Grating shall be installed in accordance with the approved shop drawings and the installation clearances called for in the NAAMM Metal Bar Grating Manual, including the use of the prescribed anchor system.

3.3 COATING

- A. Repair damaged and uncoated areas of hot dip galvanized coating according to ASTM A780.

3.4 CONCRETE ANCHORS

- A. Installation shall not begin until the concrete receiving the anchors has attained its design strength. An anchor shall not be installed closer than six times its diameter to either edge of the concrete, or to another anchor, unless specifically detailed otherwise on the Drawings. Install in strict conformance with manufacturer's written instructions. Use manufacturer's recommended drills and equipment.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 06001

CORRUGATED HDPE CULVERT PIPE

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall provide all labor, materials and equipment and perform all operations required to furnish and install, complete, the Corrugated HDPE Pipe shown on the drawings and specified herein. Corrugated HPDE Intake Pipe shall be watertight and supplied by Advance Drainage Systems, Inc. (ADS).

1.2 RELATED SECTIONS

- A. Section 02300 – Earthwork
- B. Section 03462 – Pre-cast Concrete Turnout

1.3 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions and as described in Section 01300 – Submittals.
- B. Product data and testing results that demonstrate compliance with the requirements described herein.

1.4 REFERENCES

- A. Standard Specifications and Standard Plans – California Department of Transportation (Caltrans), 2010, Section 72, SECTION 64-1.02A "GENERAL".

PART 2 PRODUCTS

2.1 PIPE REQUIREMENTS

- A. ADS retention/detention systems may utilize any of the various pipe products below or an approved EQUAL:
 - a. N-12 WTIB pipe (per AASHTO) shall meet AASHTO M 294, Type S or ASTM F2306
 - b. N-12 WTIB pipe (per ASTM F2648) shall meet ASTM F2648
 - c. N-12 MEGA GREEN WTIB shall meet ASTM F2648
 - d. All products shall have a smooth interior and annular exterior corrugations.

2.2 JOINT PERFORMANCE

- A. Watertight (WTIB) pipe shall be joined using a bell and spigot joint. The joint shall be watertight according to the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477. 12-60 inch (300-1500 mm) diameters shall have a bell

DRAFT

reinforced with a polymer composite band. The bell tolerance device shall be installed by the manufacturer. Pipe and fitting connections shall be with a bell and spigot connection utilizing a spun-on or welded bell and valley or saddle gasket.

2.3 FITTINGS

- A. Fittings shall conform to ASTM F2306 and meet joint performance indicated above for fittings connections. Custom fittings are available and may require special installation criterion.

2.4 INSTALLATION

- A. Installation shall be in accordance with ASTM D2321 and manufacturer's recommended installation guidelines, with the exception that minimum cover in non-traffic areas for 12-60 inch (300-1500 mm) diameters shall be 1 FT (0.3 m). Minimum cover in trafficked areas for 12-36 inch (300-900 mm) diameters shall be 1 FT (0.3 m) and for 42-60 inch (1050-1500 mm) diameters, the minimum cover shall be 2 FT (0.6 m).
- B. Backfill shall be compacted or consolidated to the limits shown on the drawings, and as specified in Specification Section 2315 - Compacting of Earth Material, and in accordance with the specifications herein and the manufacturer's recommendations. Backfill shall consist of imported Class I or Class 2 (Sand) material as shown on the detail sections. Minimum cover heights do not account for pipe buoyancy. Refer to manufacturers' recommendations for buoyancy design considerations. Maximum cover over system using standard backfill is 8 FT (2.4 m); contact a representative when maximum fill height may be exceeded.

END OF SECTION

SECTION 07900

CAULKING AND SEALANTS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 DESCRIPTION

- A. Sealing and caulking at locations specified and indicated on the Plans.
- B. All labor, materials, equipment, tools and incidentals necessary and required for the completion of the work.
- C. All material within the canal prism and or in contact with the water in the canal shall be NSF-61 certified.

1.2 RELATED WORK

- A. Section 03300 – Cast in Place Concrete
- B. Section 03462 – Pre-Cast Concrete Turnout

1.3 REFERENCES

- A. American National Standards Institute/National Sanitation Foundation.
 - 1. ANSI/NSF Standard 61 - Drinking Water System Components - Health Effects
- B. American Society for Testing Materials (ASTM).
 - 1. C 920 - Specification for Elastomeric Joint Sealants
- C. Federal Specification (FS):
 - 1. FS TT-S-00227e - Sealing Compound, Elastomeric Type, Multi-Component

1.4 SUBMITTALS

- A. Submittals shall be in accordance with the Standard General Conditions and as described in Section 01300 – Submittals.
- B. Submittal 07900-1: Product Data:
 - 1. Submit product data to demonstrate caulking and sealants are compliant with this section.

PART 2 PRODUCTS

2.1 MATERIALS

- A. POLYURETHANE COMPOUNDS

DRAFT

1. Exterior Applications: One or two component polysulfide liquid polymer base rubber compounds, which cure at normal temperature to a flexible firm rubber, tack-free, paintable, in gun grade or knife or trowel consistency, conforming to ASA Specification A116.1, Class A or B as required.
 - a. Sika “Sikaflex 2C NS”, or accepted equivalent.
2. All caulking and sealants inside canal prism shall be NSF-61 approved.
3. Color of caulking and sealants shall match color of adjacent work. If being applied to concrete, use pre-pigmented Limestone Gray.

B. PRIMERS

1. Primers shall be quick drying, colorless, non-staining sealer of type and consistency recommended by the manufacturer of the sealant material for the surfaces to be caulked and sealed.

C. PACKING AND FILLERS

1. Closed-cell expanded sponge rubber manufactured from synthetic polymer neoprene base, or resilient polyethylene foam backer rod, compatible with the caulking compound used.
 - a. Presstite “Number 750.3 Ropax Rod Stock”, Rubatex Corp. “Rubatex-Cord” or Owner or Owner’s Representative approved equivalent.
2. Size: Minimum twenty-five percent (25%) greater than nominal joint width.

PART 3 EXECUTION

3.1 EXECUTION

A. SCHEDULE

1. Synthetic Rubber Sealing Compound (Polyurethane), Non-Sag:
 - a. Use where indicated on the Drawings.

B. STORAGE AND HANDLING

1. Deliver, store, and handle products in accordance with manufacturer’s recommendations.
2. Do not use material older than six (6) months old. Store materials at temperatures lower than 80°F.

C. APPLICATION AND WORKMANSHIP

1. Surface Preparation:
 - a. Allow concrete to cure at least seventy-two (72) hours prior to applying caulking.

DRAFT

- b. The concrete to which the elastomeric sealer is to adhere shall be sand blasted to ensure the concrete is clean and free from all foreign substances including curing compound.
 - 1) Preparation of surfaces to receive caulking compound shall conform to the caulking manufacturer's specifications.
 - c. All joints shall be enclosed on three (3) sides. Where adequate grooves for caulking have not been provided, suitable grooves shall be provided to the depth required or as indicated on Drawings and without damage to the adjoining work. No grinding shall be required on metal surfaces.
2. Application:
- a. General: Do not apply sealant on wet or frosty surfaces or when surface temperature is higher than 120°F or lower than recommended by the manufacturer. Caulking and sealants shall be applied by experienced mechanics using specified materials and proper tools.
 - b. Priming: Concrete, masonry, and other porous surfaces, and any other surfaces if recommended by the manufacturer, shall be primed before applying caulking and sealants.
 - c. Packing: Joints and spaces deeper than one-half inch (1/2") shall be filled with packing to within one-half inch (1/2") of the surface. Then the joints shall be filled with caulking compound. There shall be a minimum of three-eighths inch (3/8") in depth of caulking compound in all joints one-half inch (1/2") in depth or deeper.
 - d. Caulking and Sealant Compounds: Compounds shall not be used when they become too jelled to be discharged in a continuous flow from the gun. Modification of compounds by addition of liquids, solvents, or powders will not be permitted.
 - e. Tools and Workmanship: Compounds shall be applied with guns, knives or trowels as required. Fill all voids and joints solid. Caulk around entire perimeter of each opening, unless shown or specified otherwise.
 - f. Finishing: Caulked and sealed joints shall be neatly pointed on flush surfaces, and internal corners. Excess material shall be cleanly removed. Caulking where exposed, shall be free of wrinkles and uniformly smooth. Caulking and sealing shall be complete before final coats of paint are applied.
3. Cleaning: Clean surfaces of all materials adjoining caulked and sealed joints of any smears of compound or other soiling due to caulking applications.
- D. Miscellaneous Caulking and Sealing Work: The entire extent of caulking and sealing work is not necessarily fully or individually described here. Caulking shall be provided wherever required to prevent light leakage as well as moisture leakage.

END OF SECTION

DRAFT

[PAGE INTENTIONALLY LEFT BLANK]

SECTION 11202

ALUMINUM SLIDE GATES

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES
CONTRACT NO. KCWA 2025-01

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for materials, installation, and testing of aluminum slide gates.
- B. Fabricated Aluminum Slide Gates - Gates shall be self-contained with rising stem extension and a yoke-mounted gear operator, and have the ability to stack boards on top of the gate for Weir flow, as shown on the drawings. Where shown on the plans, gates shall be mounted with drilled-in, all-thread, stainless steel anchor bolts epoxy held. Non-shrink grout shall be placed between the gate frame and concrete, as shown on the plans, to provide a complete seal of the gate against the concrete wall on which it is mounted. Gates shall be fabricated in accordance with the current edition of AWWA C562 standards. Prior to shipment, gates shall be tested for leakage in accordance with the current AWWA C562 standards and test results shall be provided to the Agency.

1.2 REFERENCES

- A. Bolts, Washers, and Anchors: Refer to Specification Section 05500 – Metal Fabrication.
- B. Operator for Slide Gate minimum of 4:1 gear reduced manual operator as appropriately paired with required size gate, Rotork-Exeeco or approved equal.

1.3 SUBMITTALS

- A. Submit shop drawings in accordance with the Standard General Conditions and Section 01300 Requirements.
- B. Submit certificate of compliance with AWWA C562.
- C. Submit dimensional drawings.
- D. Submit manufacturer's catalog data and detail drawings showing slide gate parts and described by material of construction, specification (such as AISI, ASTM, SAE, or CDA), and grade or type. Show coatings.
- E. Design calculations demonstrating lift loads, stem sizing, operator gear ratio requirements, and deflection in conformance to the application requirements. Design calculations shall be approved by a licensed engineer (PE) and shall be available upon request.
- F. Submit manufacturer's installation instructions.
- G. Manufacturer's equipment warranty.

1.4 MANUFACTURER'S SERVICES

- A. Provide a witnessed hydrostatic test at the factory per AWWA C562, prior to delivery to site.

- B. One (1) day of labor for manufacturer's representative to check the installation and advise during start-up, testing, and adjustment of the equipment.
- C. One (1) day of labor for manufacturer's representative to instruct the Agency's personnel in the operation and maintenance of the equipment.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Slide gates shall be designed and manufactured by Golden Harvest, Inc. (360-757-4334) or pre-approved equal.
- B. DESIGN CRITERIA
 - 1. Slide gates and appurtenances shall comply with AWWA C562, except as modified herein.
 - 2. Design slide gates for a seating head of thirteen feet (13') and an unseating head of five feet (5'), minimum.
- C. SLIDES
 - 1. The deflection of the top and bottom ribs shall not exceed 0.032 inch.
- D. WEIR BOARDS
 - 1. Weir boards shall be 2"x6" redwood cut to the lengths as shown on the plans. Contractor shall provide 12 weir boards per gate. Grade shall be Heart B with no loose knots.
- E. FRAME AND GUIDE RAILS
 - 1. The gate frame shall be composed of stainless-steel guide rails with UHMW seat/seals upstream and downstream. The seat/seals shall form a tight seal between the frame and the slide (disc). The guides will be of sufficient length to support half the height of the slide when in the full open position.
- F. Yoke shall not deflect more than 1/360th of the span under full head break load.
- G. Seals shall be replaceable without removing the frame from the wall. In the case of embedded gates, they shall be constructed in a manner that allows replacement of the seals without removal of the gate frame from the embedment.
- H. STEMS AND STEM GUIDES:
 - 1. The finish on the stem threads shall be 63 microinches or better per ASME B46.1. Support the stems with stem guides such that the L/R ratio (as defined in AWWA C562) of the unsupported part of the stem shall not exceed 200.
 - a. Stem Cover: Provide clear plastic stem cover with position indication, graduated in feet and inches. Provide vent holes to prevent condensation.

I. COMPOSITION OF MATERIALS

1. Gate materials shall be as described in AWWA C562 and as described in the table.

Component	Material	Specification
Slide gate body, and frame, and rails	Aluminum shapes and plates	TYPE 6061-T6 ASTM B221
Thrust nut, gate actuator lift nut	Bronze	ASTM B584, Alloy C83600 or C87300
Stems, stem guides, stem couplings, fasteners (including anchor bolts), flush bottom retainer bar	Type 316 stainless steel	ASTM A276, F593, or F594
Seating faces, stem guide liners	Ultra-High Molecular Polyethylene Weight (UHMWPE)	ASTM D2040
Anchor bolts	Type 316 stainless steel	ASTM A593 and 594, Type 316 CW
Seals	P-seal Neoprene Rubber with P-seal retainers	ASTM D2000

J. SPARE PARTS

1. One (1) lift nut.
2. One (1) stem guide.
3. One (1) stem coupling.
4. Pack spare parts in a wooden box; label with the manufacturer's name and local representative's name, address, and telephone number; and attach list of materials contained within.

PART 3 EXECUTION

3.1 PAINTING AND COATING

- A. Painting and Coating - All metal surfaces, not otherwise galvanized, stainless steel or aluminum, shall be primed and coated in accordance with the black steel coating requirements below.
- B. Surface preparation: SSPC-10.
 1. Submersible coating for gate, stem bracket guide, and submerged accessories:
 - a. Ameron, Amerlock 400 High Solids Epoxy, or approved equal.
 - b. Two or three shop coats for a total dry film thickness of 12 mils minimum.
 2. Non-submerged coating for cast iron lift housing, fabricated steel pedestal, and lift

DRAFT

accessories:

- a. Prime coat:
 - i. Ameron, Amerlock 400 High Solids Epoxy, or approved equal.
 - ii. One shop coat for a total dry film thickness of 5 mils minimum.
- b. Top coat:
 - i. Ameron, Amercoat 450H Polyurethane, or approved equal.
 - ii. One shop coat for a dry film thickness of 3 mils minimum.

B. INSTALLATION

- 1. In accordance with AWWA C562. Provide the manufacturer's recommended lubricants.

C. FIELD TESTING

- 1. Operate each slide gate through two complete cycles. Gates shall operate without sticking or binding.
- 2. Determine pulling force required to turn hand wheel with a torque wrench. Measured hand wheel force shall be less than the limit specified.
- 3. Perform field testing per AWWA C562.

END OF SECTION

GENERAL NOTES:

1. 24 HOUR INSPECTION NOTICE: PRIOR TO THE START OF ANY PHASE OF CONSTRUCTION, THE AGENCY SHALL BE GIVEN AT LEAST 24 HOUR NOTICE FOR INSPECTION.
2. COMPACTION TEST NOTE: COMPACTION TESTS SHALL BE PROVIDED BY THE AGENCY. THE NUMBER AND LOCATION SHALL BE DETERMINED BY THE AGENCY. THE CONTRACTOR SHALL BE CHARGED FOR RETESTS AFTER THE SECOND RETEST.
3. THE CONTRACTOR SHALL CONTACT THE U.S.A. LOCATOR SERVICE AT 811 OR 1-800-642-2444 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL POTHOLE UTILITIES TO VERIFY LOCATION AND DEPTH PRIOR TO TRENCHING.
4. THE CONTRACTOR MUST POSSESS A STATE OF CALIFORNIA CLASS "A" CONTRACTORS LICENSE TO PERFORM THE WORK CONTAINED WITHIN THESE PLANS AND SPECIFICATIONS.
5. THE CONTRACTOR SHALL CONTACT JASON SOLF AT THE CITY OF BAKERSFIELD WATER DEPARTMENT A MINIMUM OF 3 WORKING DAYS PRIOR TO COMMENCING WORK IN THE BASIN 9 RIGHT-OF-WAY.

CONSTRUCTION NOTES:

1. HAZARDOUS WASTE IN EXCAVATION. IF THE CONTRACTOR ENCOUNTERS MATERIAL IN EXCAVATION WHICH HE HAS REASON TO BELIEVE MAY BE HAZARDOUS WASTE, AS DEFINED BY SECTION 25117 OF THE "HEALTH AND SAFETY CODE", HE SHALL IMMEDIATELY SO NOTIFY THE ENGINEER IN WRITING. EXCAVATION IN THE IMMEDIATE AREA OF THE SUSPECTED HAZARDOUS MATERIAL SHALL BE SUSPENDED UNTIL THE ENGINEER AUTHORIZES IT TO BE RESUMED. IF SUCH SUSPENSION DELAYS THE CURRENT CONTROLLING OPERATION, THE CONTRACTOR WILL BE GRANTED AN EXTENSION OF TIME AS PROVIDED IN SECTION 00700 "GENERAL CONDITIONS" IN THE CONTRACT SPECIFICATIONS.
- THE AGENCY RESERVES THE RIGHT TO USE OTHER FORCES FOR EXPLORATORY WORK TO IDENTIFY AND DETERMINE THE EXTENT OF SUCH MATERIAL AND FOR REMOVING HAZARDOUS MATERIAL FROM SUCH AREA.
2. CONTRACTOR SHALL POTHOLE AND LOCATE ALL KNOWN UTILITY CROSSINGS AS SHOWN ON THESE PLANS AND AS REVEALED BY THE USA LOCATORS PRIOR TO TRENCHING OPERATION.
3. CONTRACTOR SHALL RESTORE THE EXISTING RECHARGE BASIN LEVEE DISTURBED DURING CONSTRUCTION TO THE SATISFACTION OF AGENCY STAFF.

BEARING BASIS

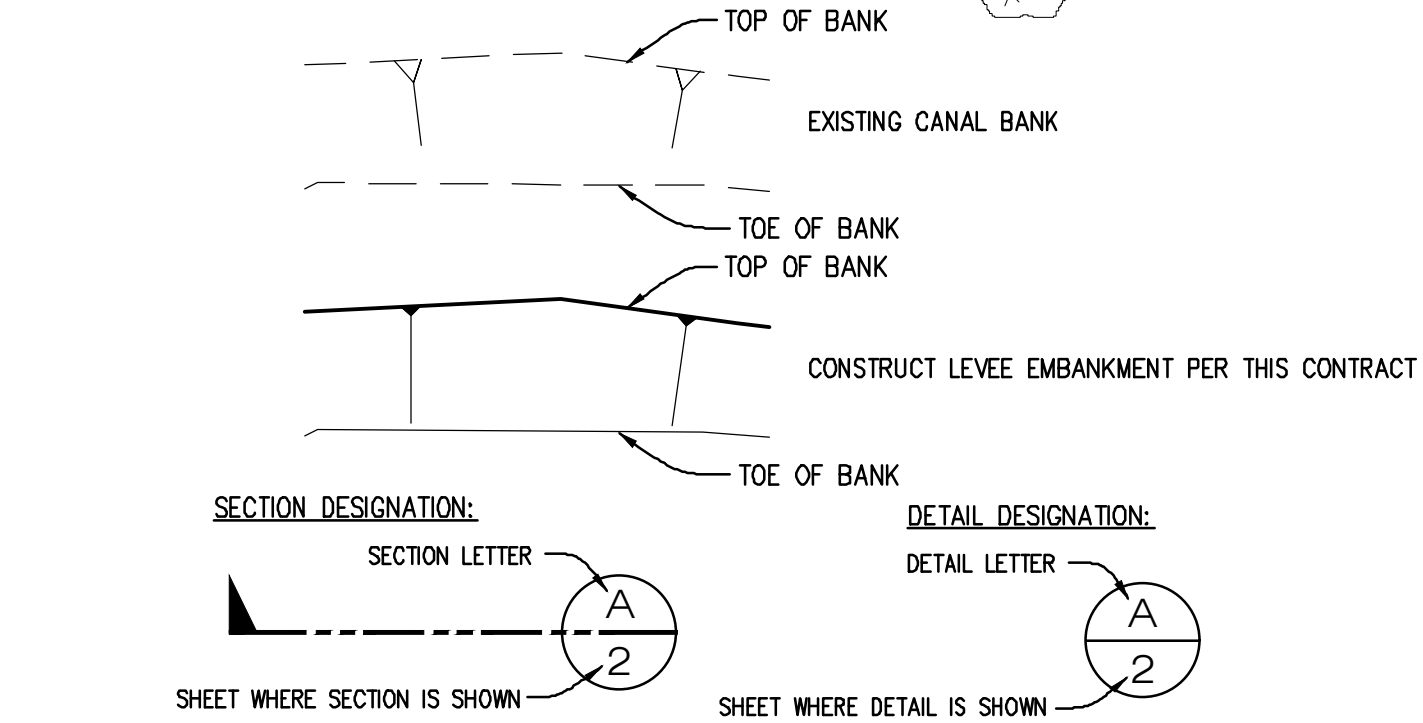
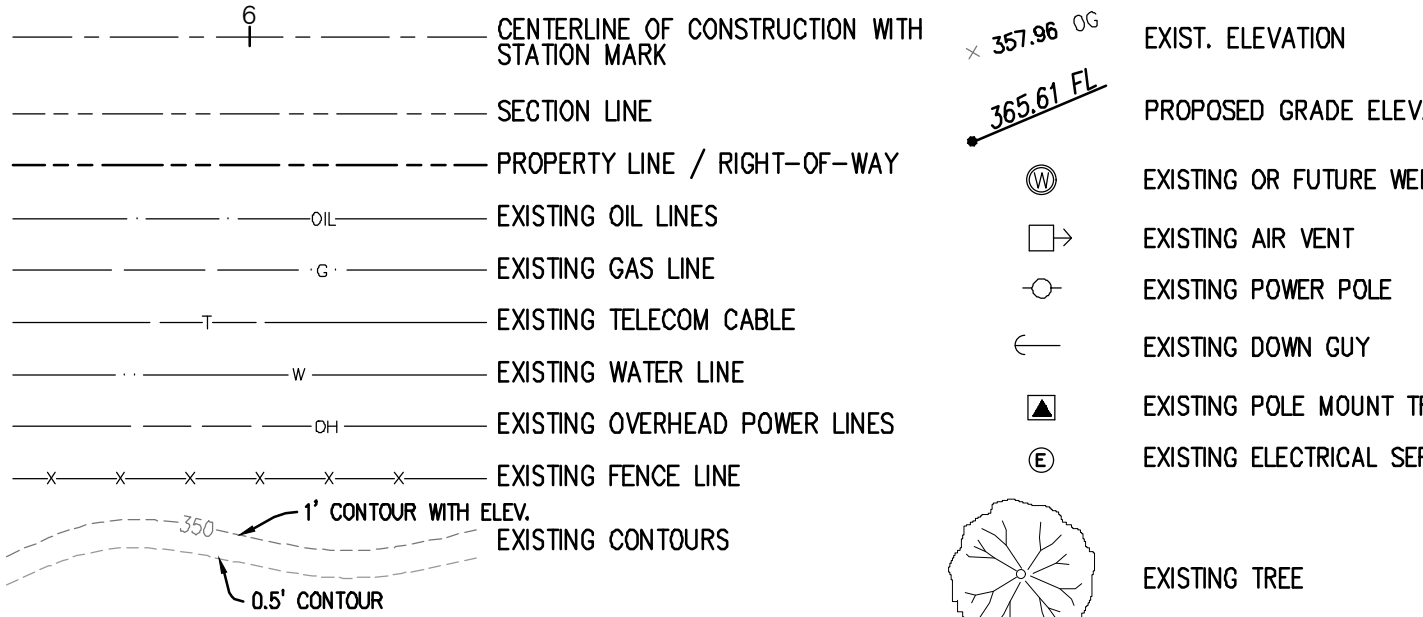
THE BASIS OF BEARING IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (NAD83), ZONE 5.

BENCH MARK

BRASS CAP STAMPED "CVC-26" ON THE SOUTH CORNER OF THE EAST ABUTMENT OF THE NORD AVENUE BRIDGE OVER THE CROSS VALLEY CANAL.
ELEVATION=350.44 NGS, NAVD88

CONVENTIONAL & UTILITY SYMBOLS

ABBREVIATIONS					
EP	EDGE OF PAVEMENT	FS	FINISH SURFACE	CL	CENTERLINE
TC	TOP OF CONCRETE	OE	OVER-EXCAVATION	INV	INVERT
FL	FLOWLINE	FF	FINISH FLOOR	SD	STORM DRAIN
CL	CENTERLINE	FC	FINISH CONCRETE	MH	MANHOLE
ELEV, EL	ELEVATION	GB	GRADE BREAK	CB	CATCH BASIN
O.C.	ON CENTER	EXIST	EXISTING	JB	JUNCTION BOX
				W.L.	WATERLINE
				KRC	KERN RIVER CANAL
				CONST.	CONSTRUCT
				COB	CITY OF BAKERSFIELD
				P.L.	PIPELINE
				FG	FINISHED GRADE



KERN COUNTY WATER AGENCY
CONSTRUCTION PLANS FOR
NORTH PIONEER EAST BASIN
TURNOUT STRUCTURES PROJECT
KCWA 2025-01



KEY MAP

SCALE: 1"=500'

LIST OF DRAWINGS

Sheet Number	Sheet Title
1	COVER AND TITLE SHEET
2	BASIN 9 T.O. SITE AND GRADING PLAN
3	BASIN 9 T.O. PROFILE AND GRADING SECTIONS
4	BASIN 9 TURNOUT DETAILS
5	BASIN 9 T.O. GATE & CUTOFF WALL DETAILS
6	BASIN 9 T.O. STILLING WELL, STAFF & HANDRAIL DETAILS

LIST OF DRAWINGS

Sheet Number	Sheet Title
7	BASIN 3 T.O. PLAN-PROFILE
8	BASIN 3 TURNOUT DETAILS
9	BASIN 3 T.O. GATE & CUTOFF WALL DETAILS
10	BASIN 3 T.O. STILLING WELL, STAFF & HANDRAIL DETAILS
11	POSSIBLE BORROW SITES MAP

File Name: KCW22006TS.DWG

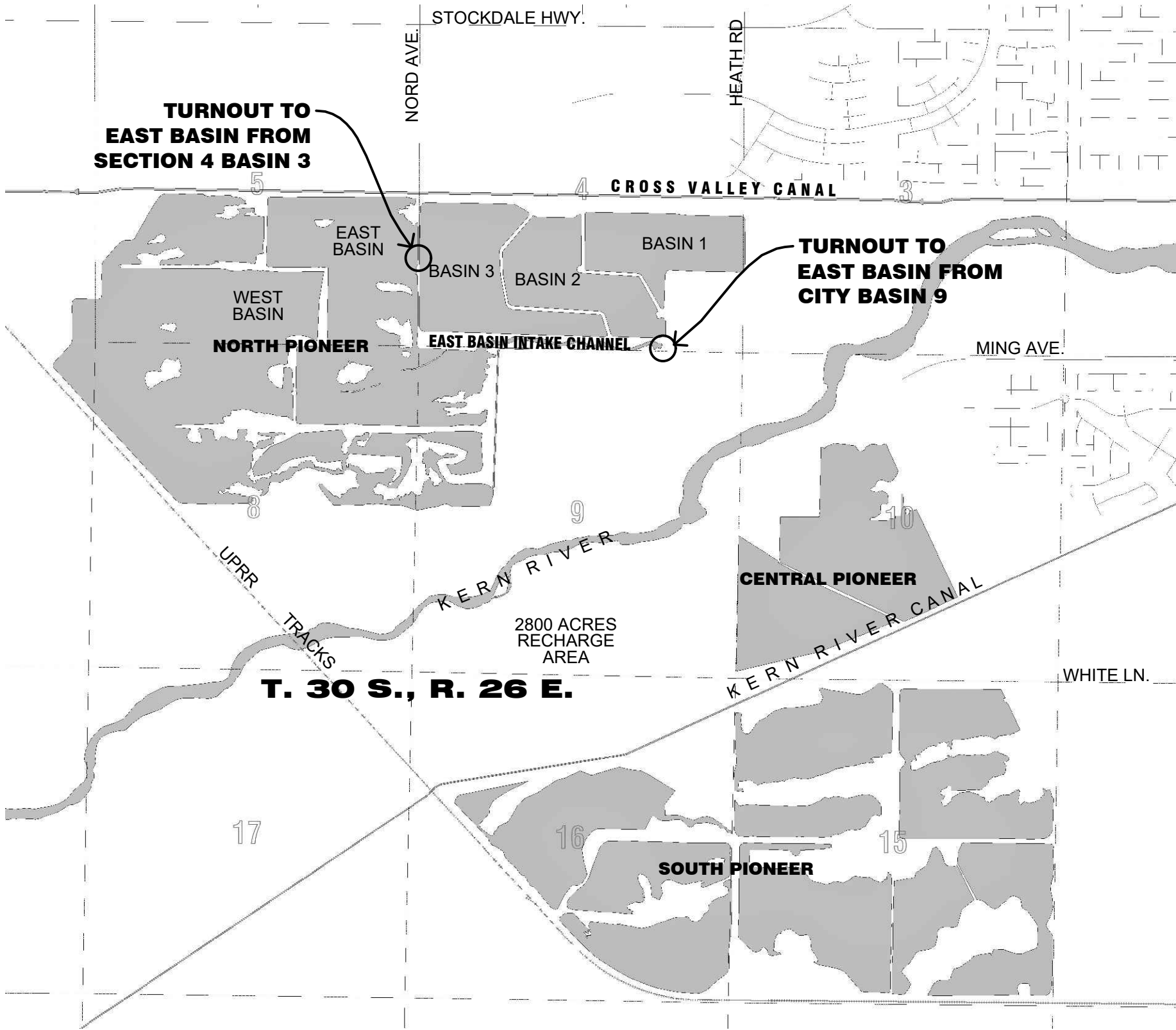
Meyer
Civil Engineering, Inc.
11200 River Run Blvd, Ste 102, Bakersfield, CA 93311
Phone 661-836-9834 MeyerCE.net

BID SET

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
COVER AND TITLE SHEET

No 1
OF
11
SHEETS

PRINT DATE: 4-17-25



LOCATION MAP

APPROVED BY:

JAMES T. GARDINER, RCE NO. 48280

DATE

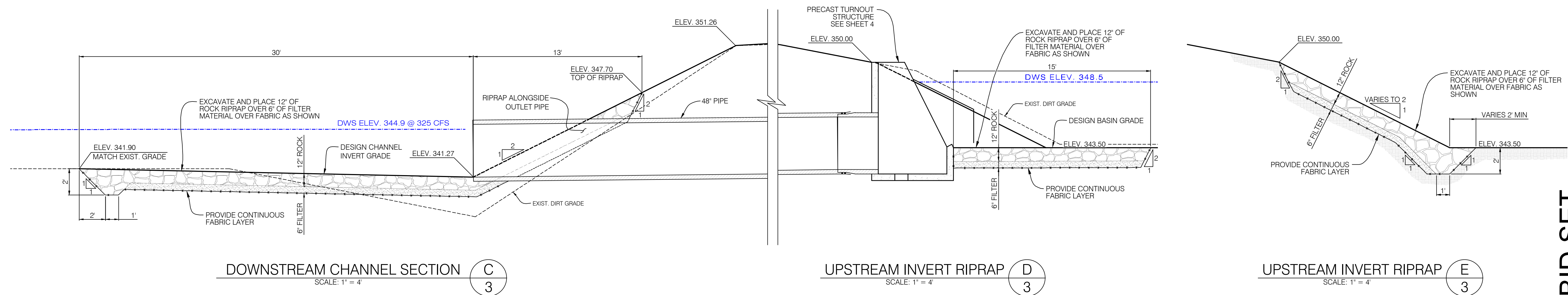
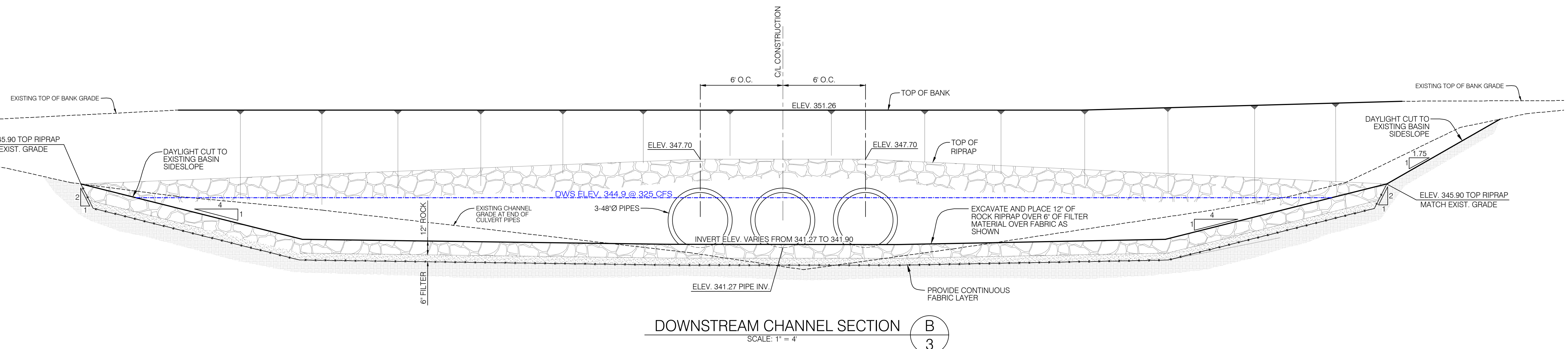
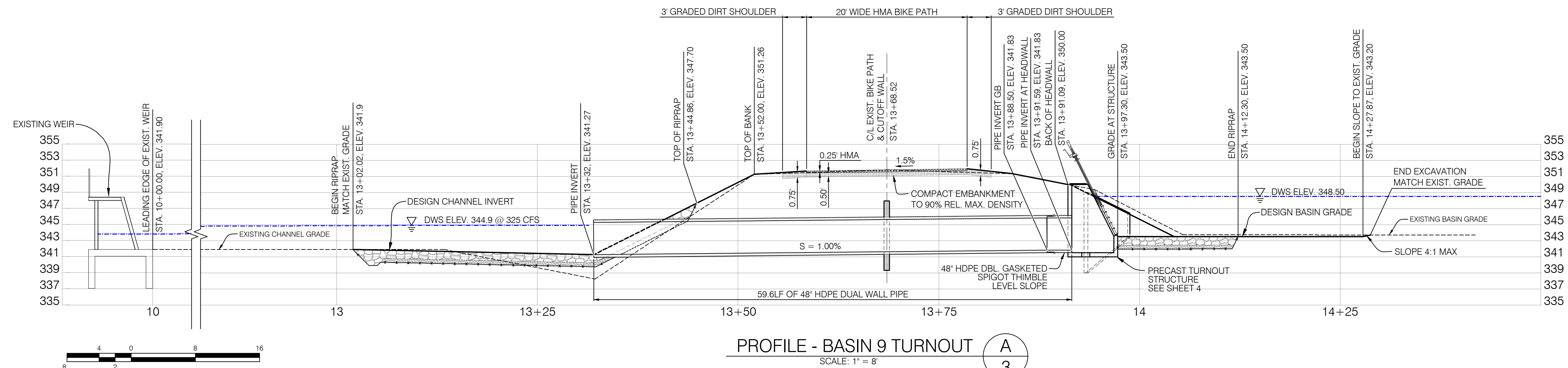
SUBMITTED BY:

RICHARD D. MEYER, RCE NO. 28104

DATE



NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT, KCWA 2024-02



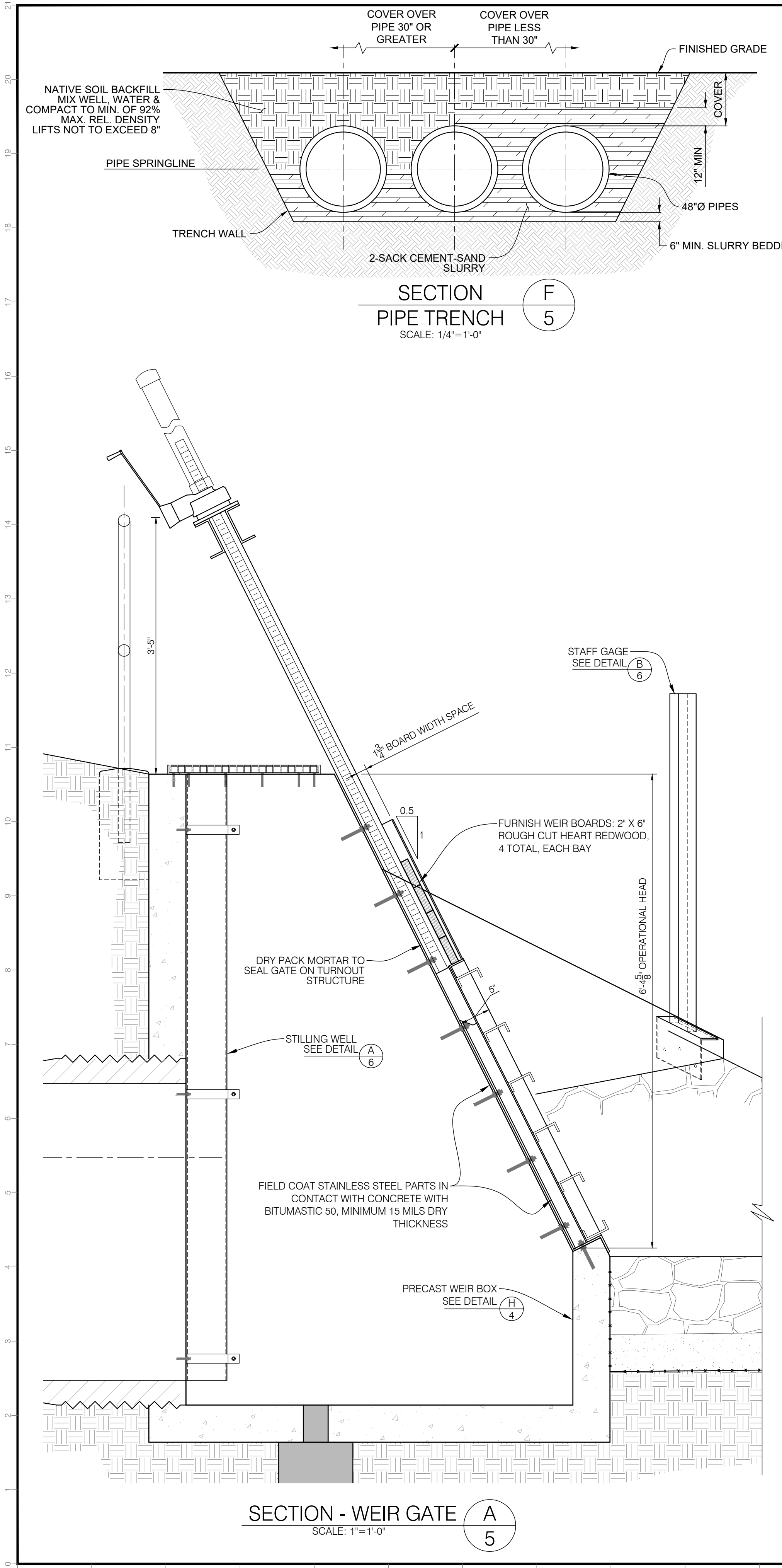
BID SET

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
BASIN 9 T.O. PROFILE AND
GRADING SECTIONS

SHEET NO.
3
OF
11

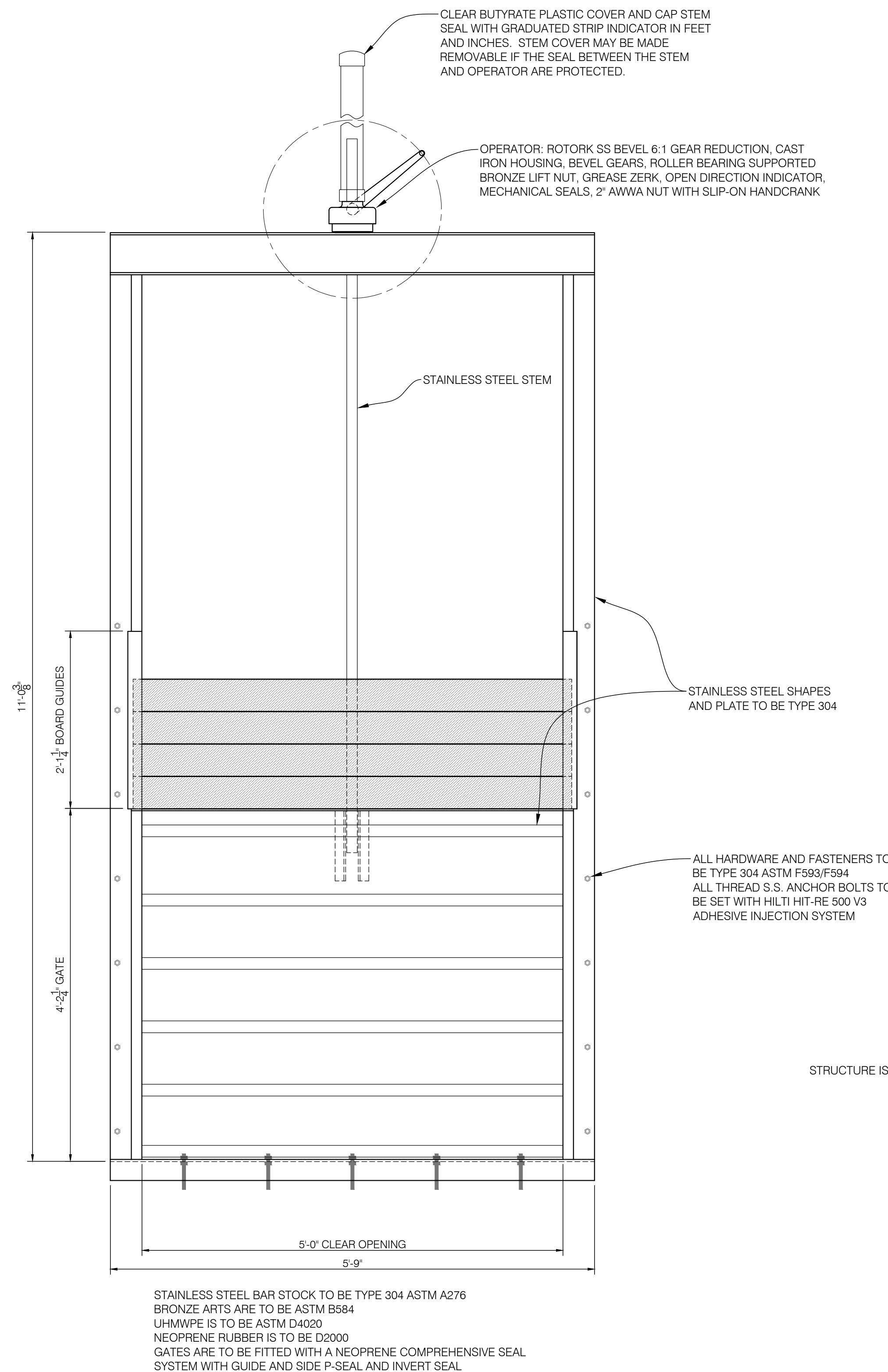
Meyer
Civil Engineering, Inc.
11200 River Run Blvd., Ste 102, Bakersfield, CA 93311
Phone 661-835-9834
MeyerCE.net

Professional Engineer
Richard D Meyer
No. 28104
Expires 3/31/26
CIVIL
STATE OF MINNESOTA
Date 4-17-25
Richard D. Meyer, RCE 28104



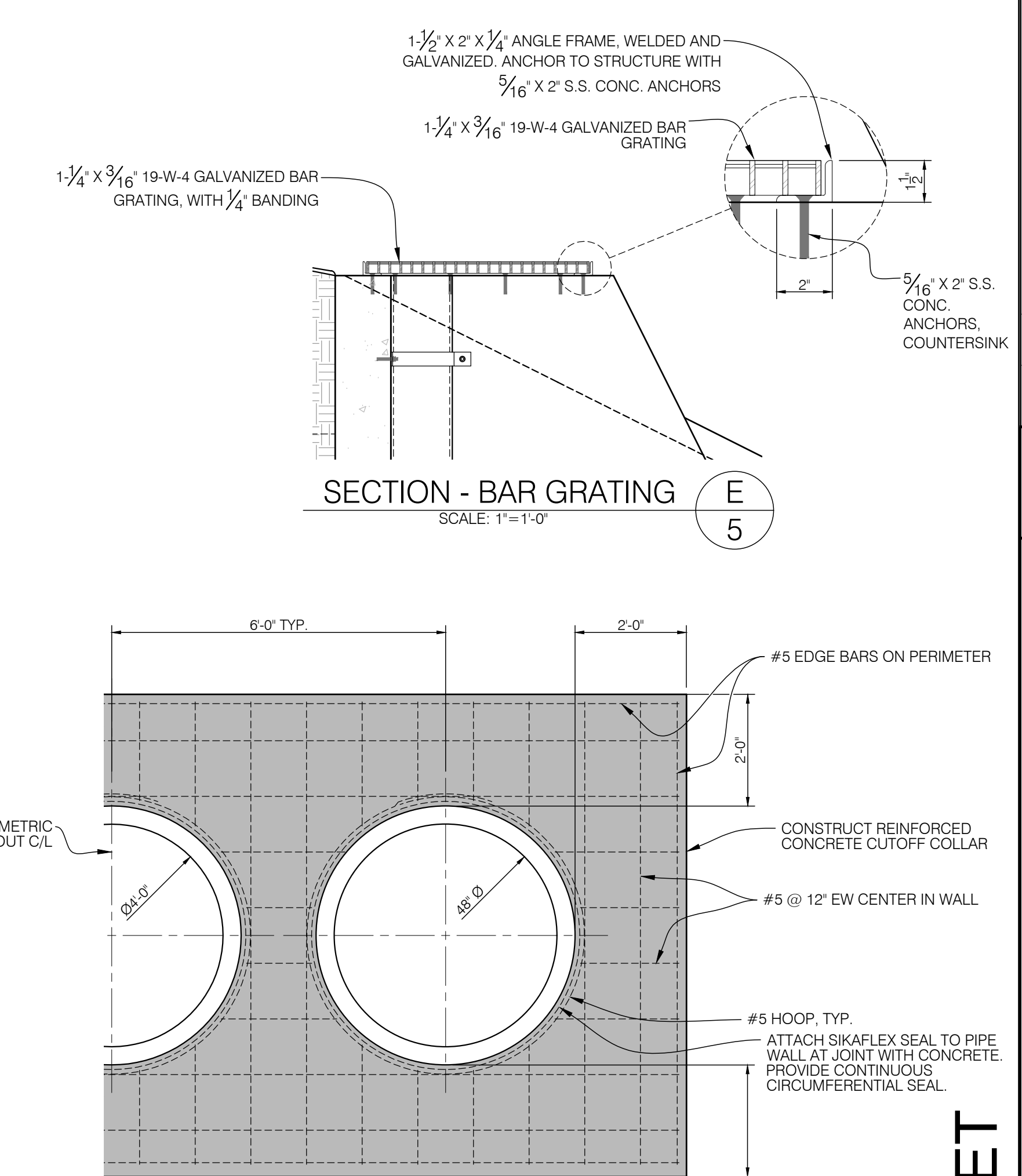
SECTION - WEIR GATE
SCALE: 1"=1'-0"

A
5



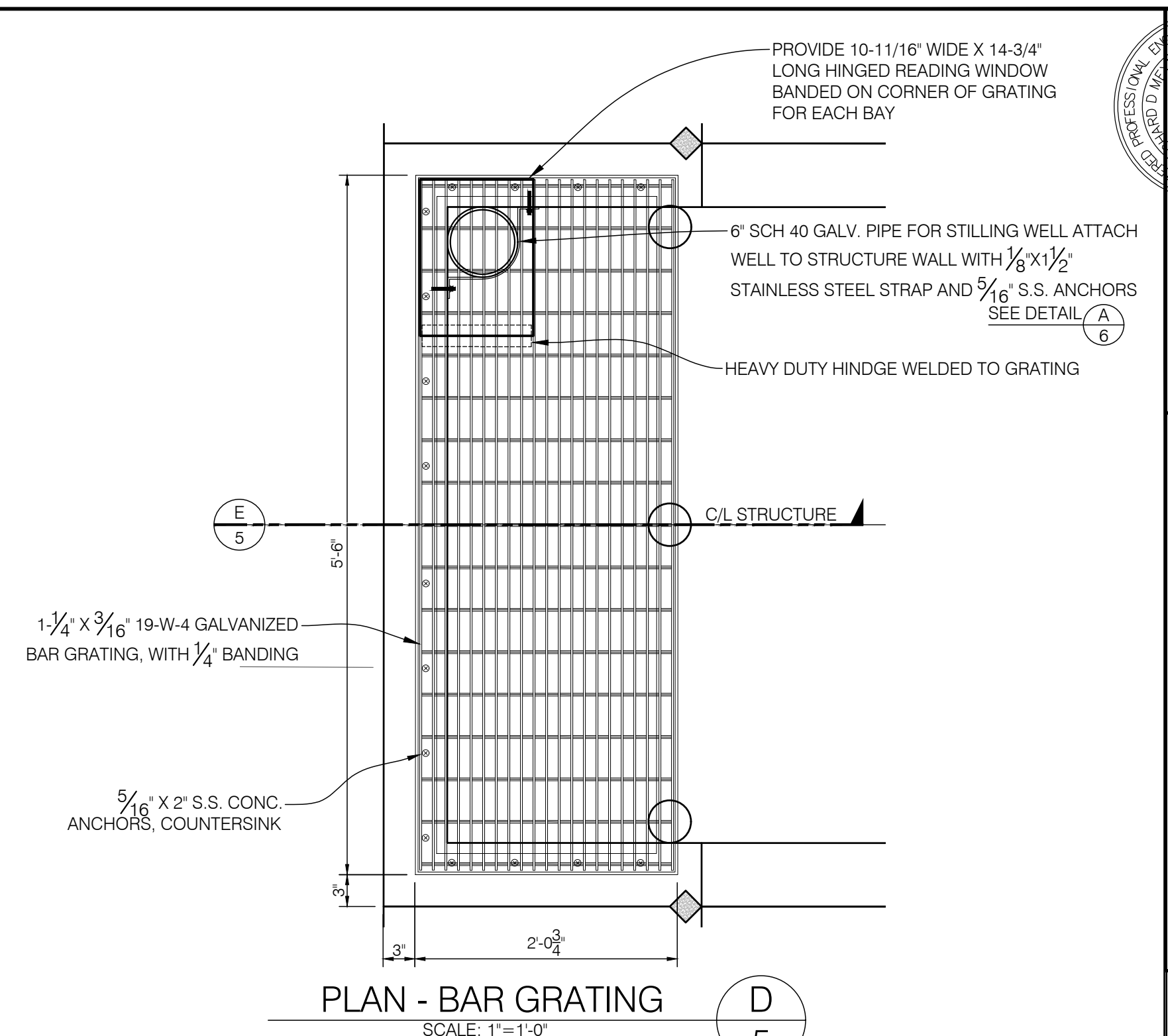
PLAN (FLAT) VIEW
SCALE: 1"=1'-0"

B
5



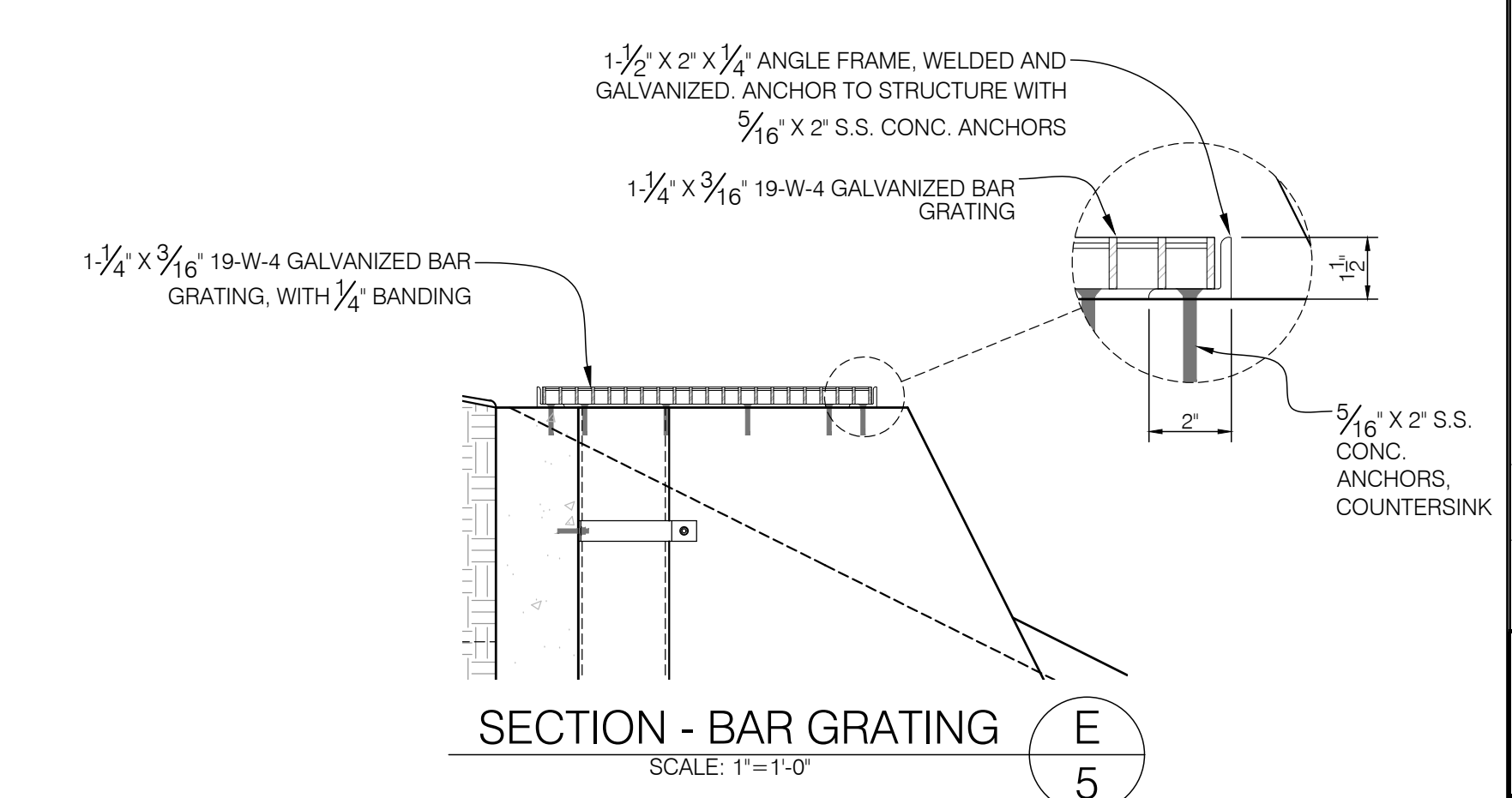
SECTION - CUTOFF COLLAR
SCALE: 1/2"=1'-0"

C
5



PLAN - BAR GRATING
SCALE: 1"=1'-0"

D
5



SECTION - BAR GRATING
SCALE: 1"=1'-0"

E
5

BID SET

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
BASIN 9 T.O. GATE & CUTOFF WALL
DETAILS

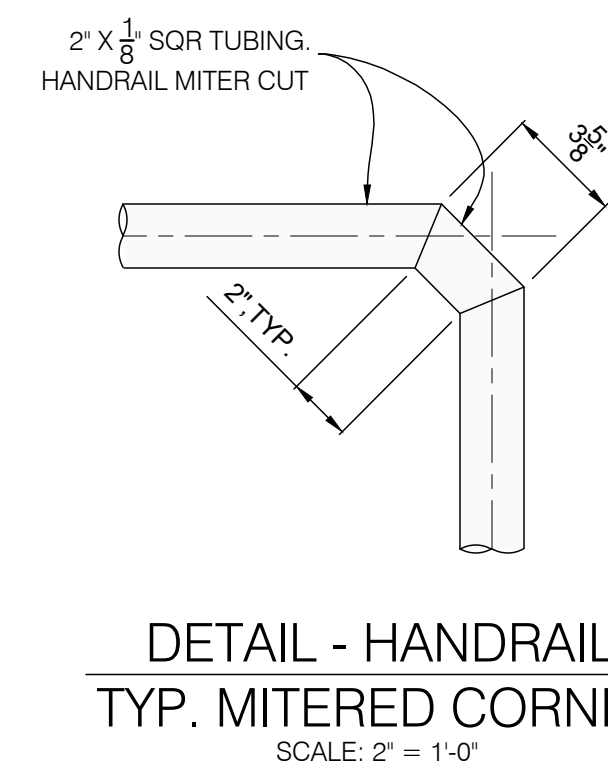
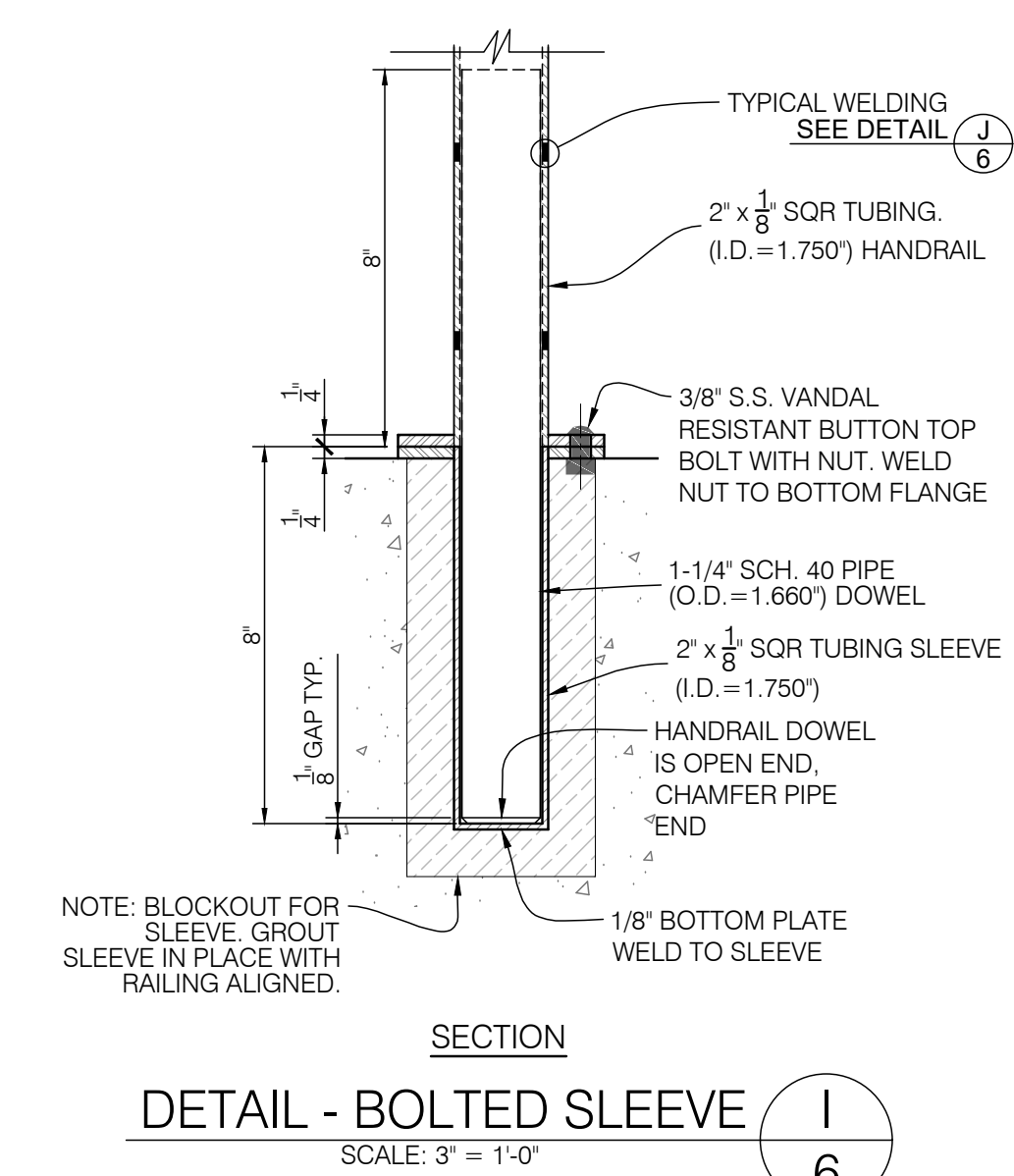
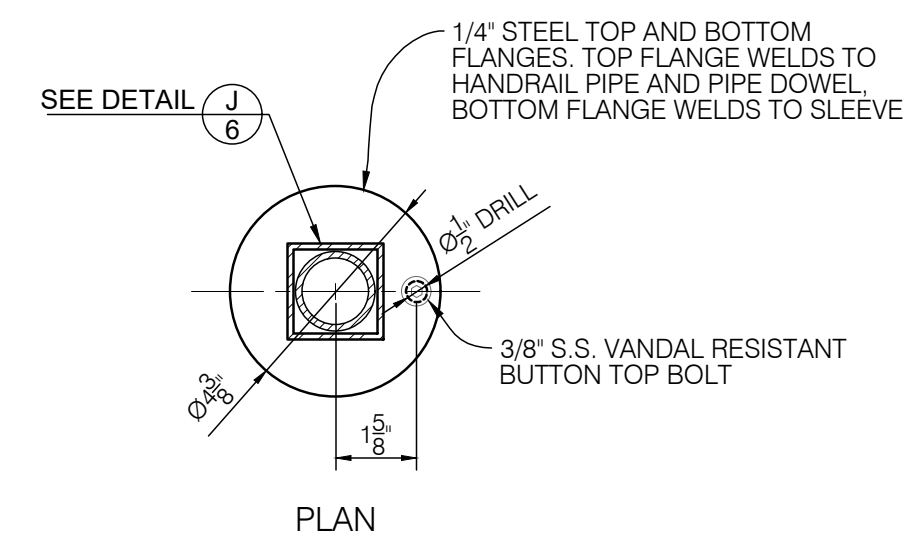
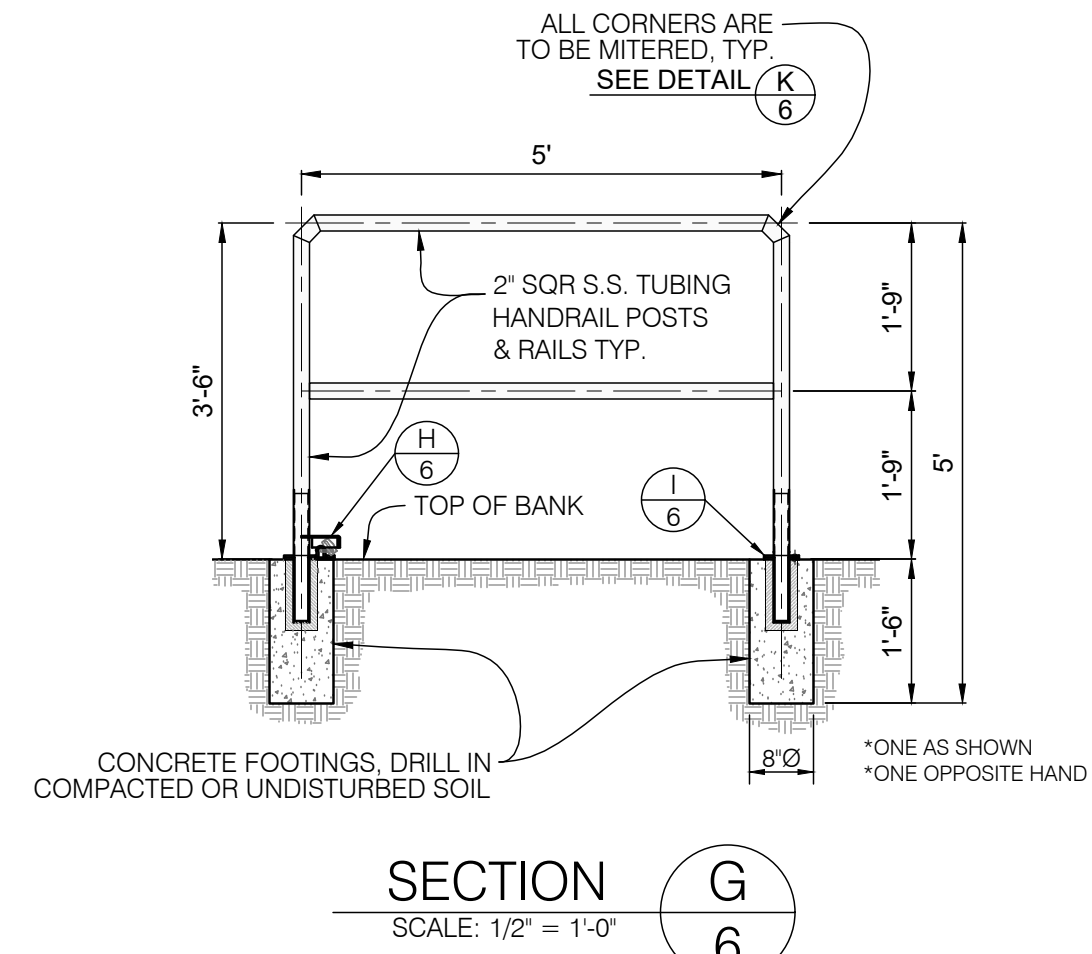
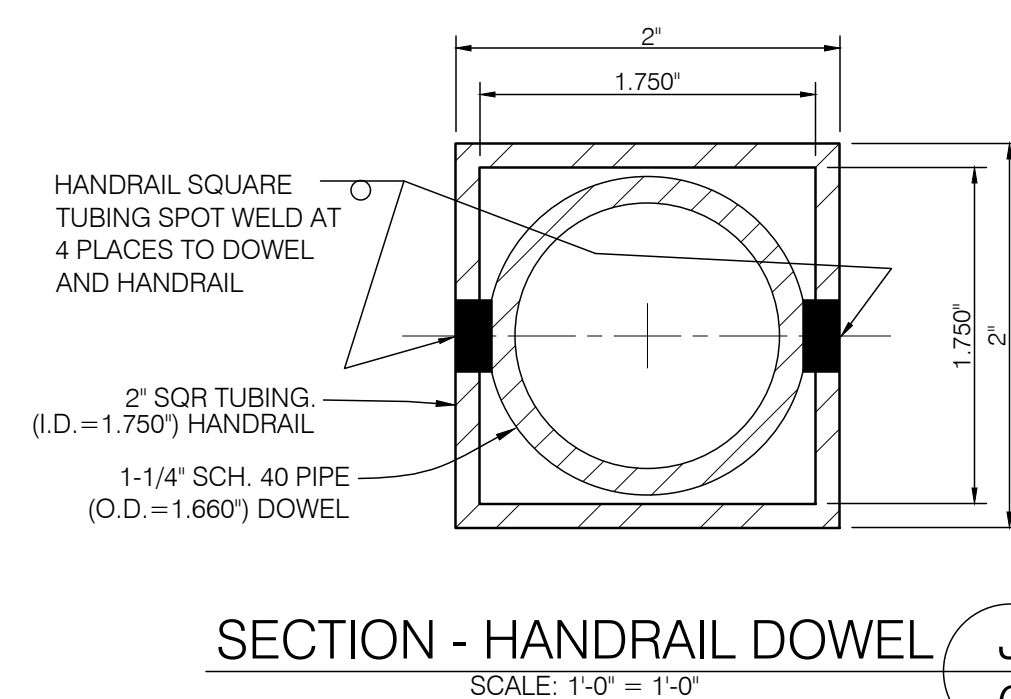
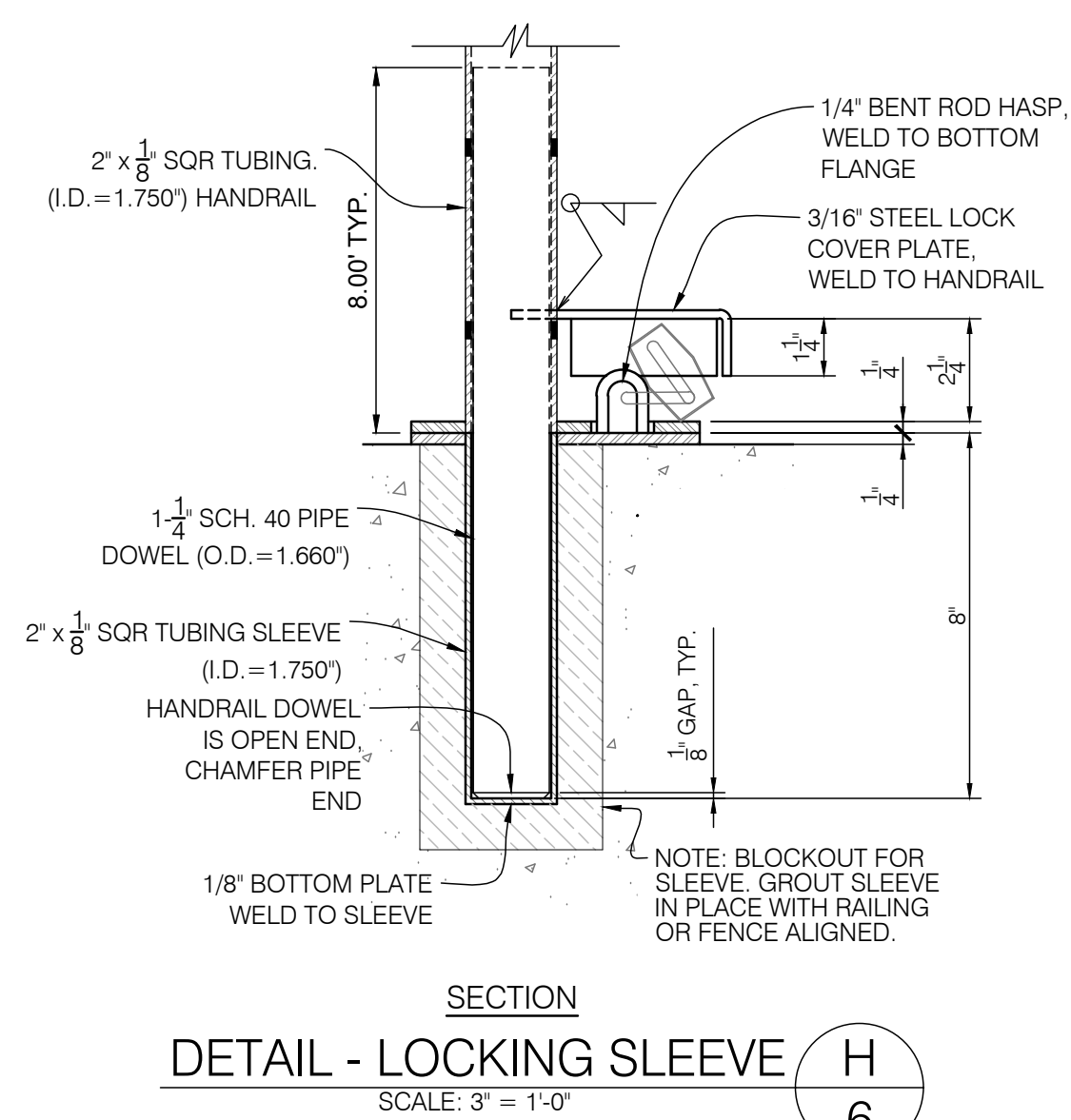
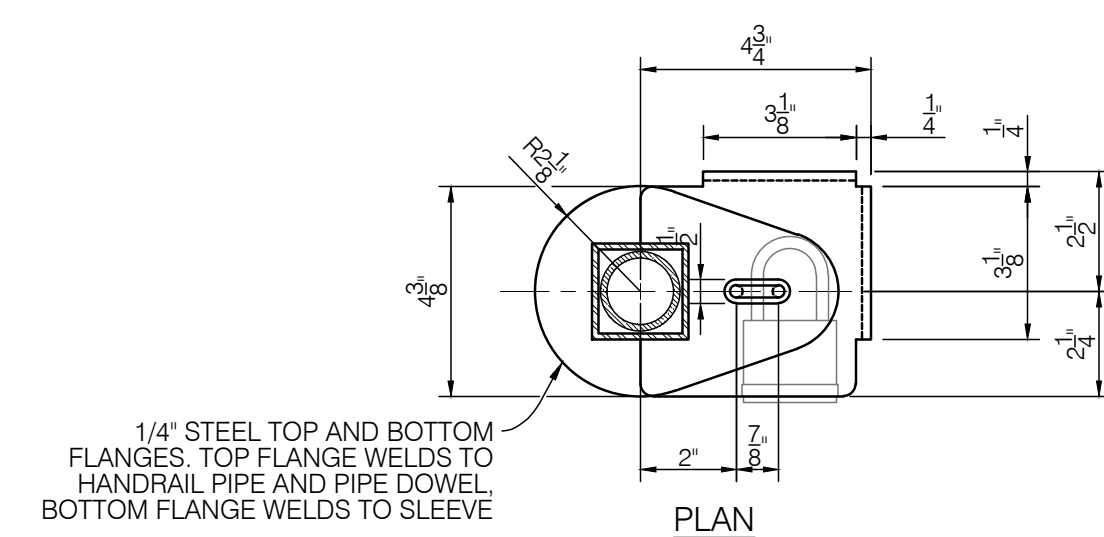
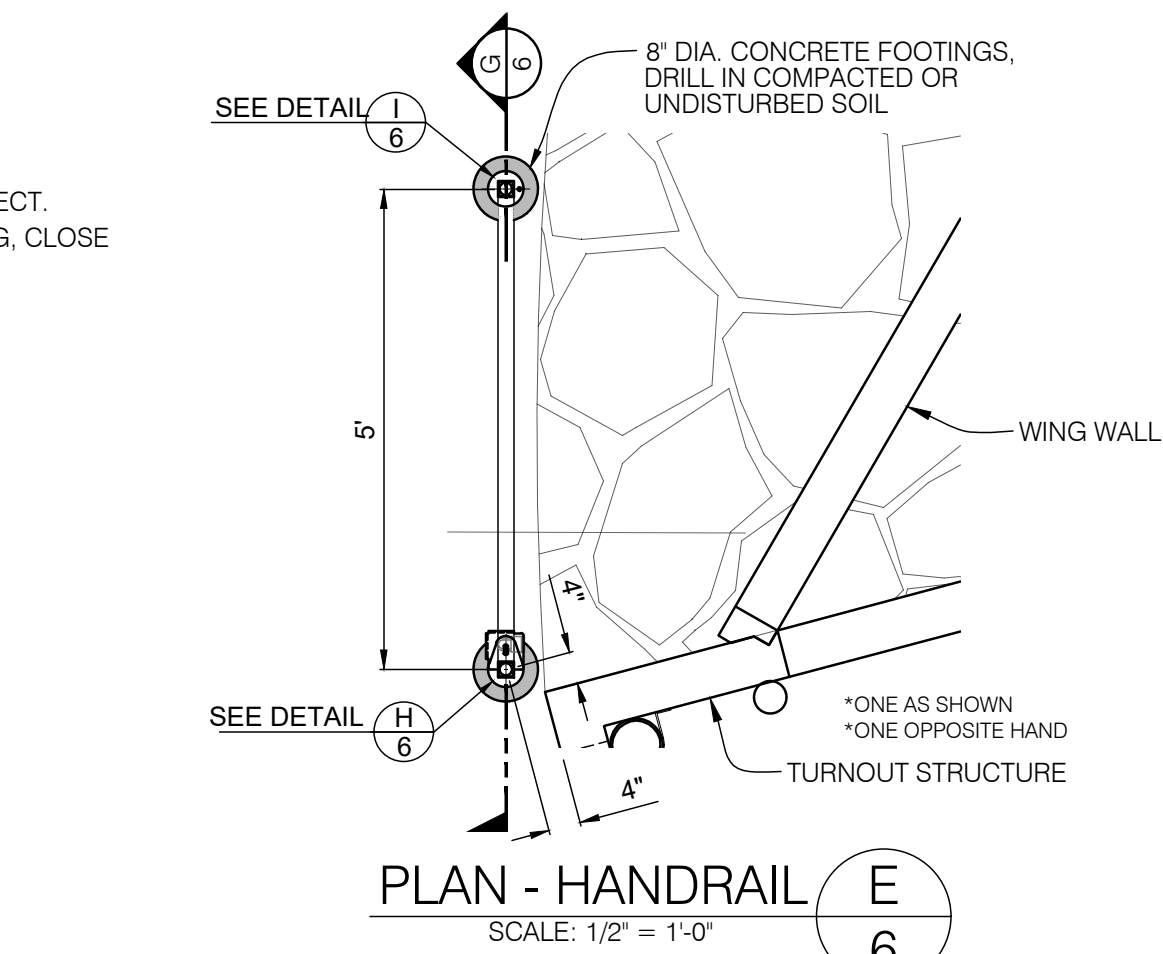
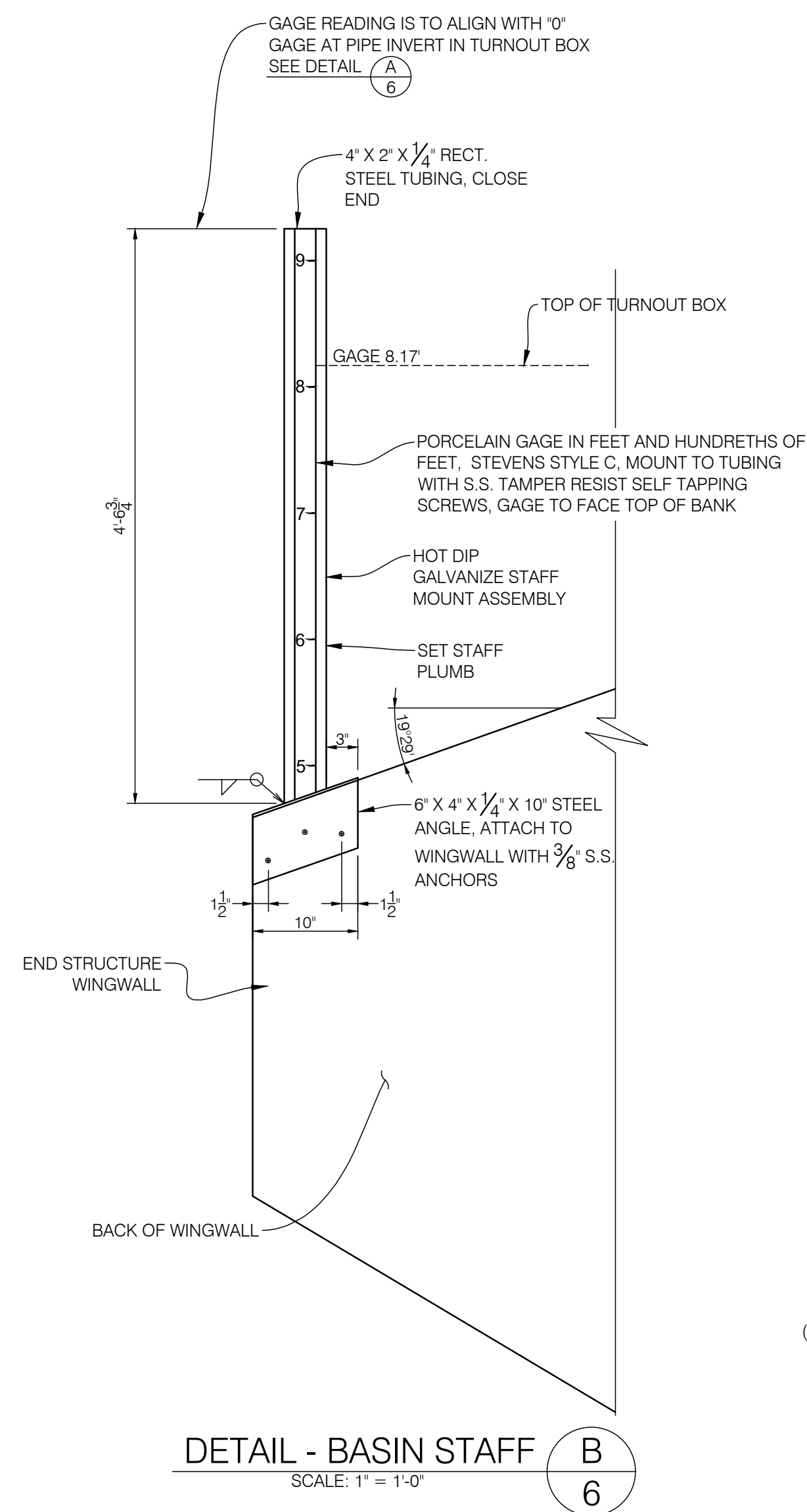
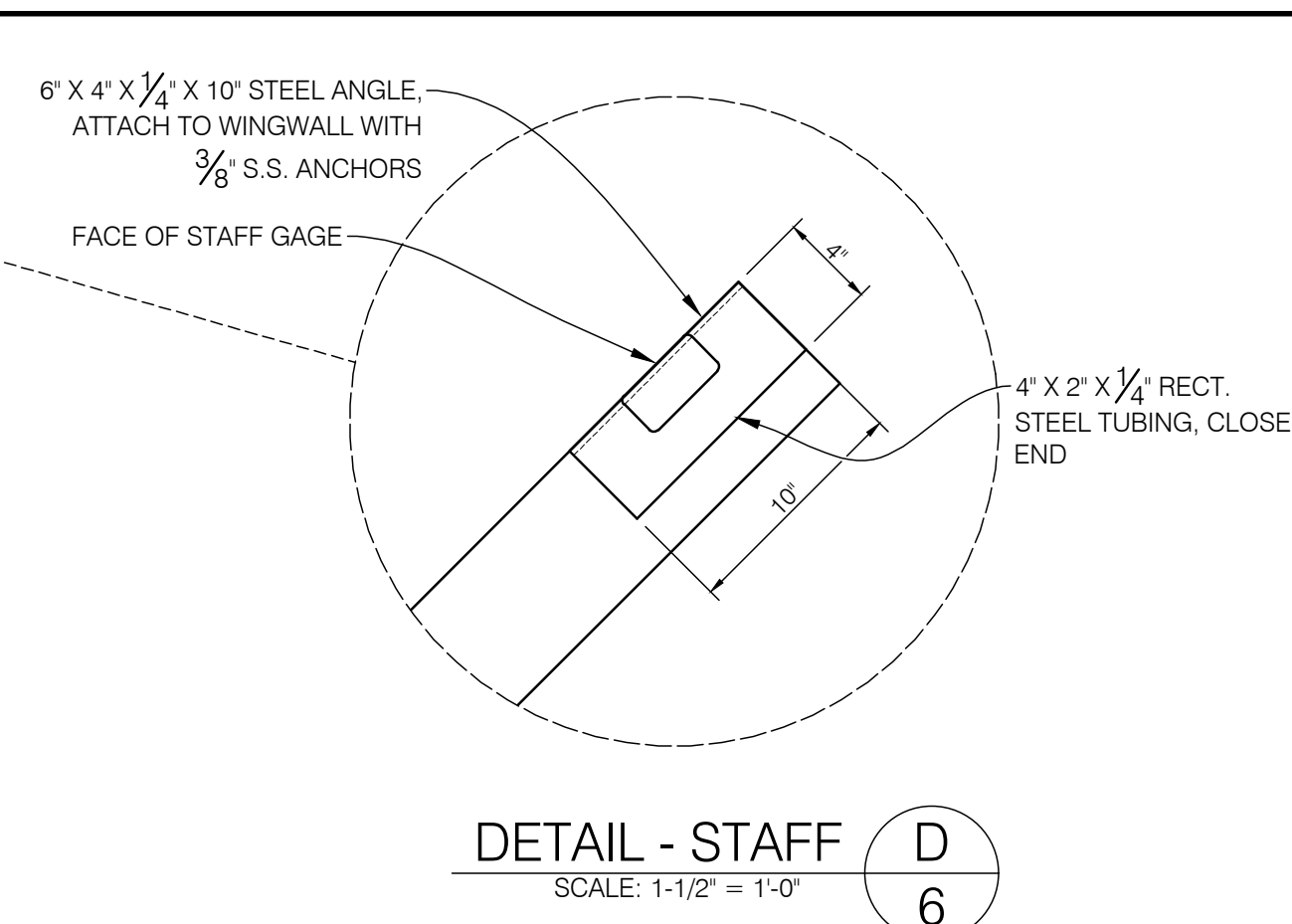
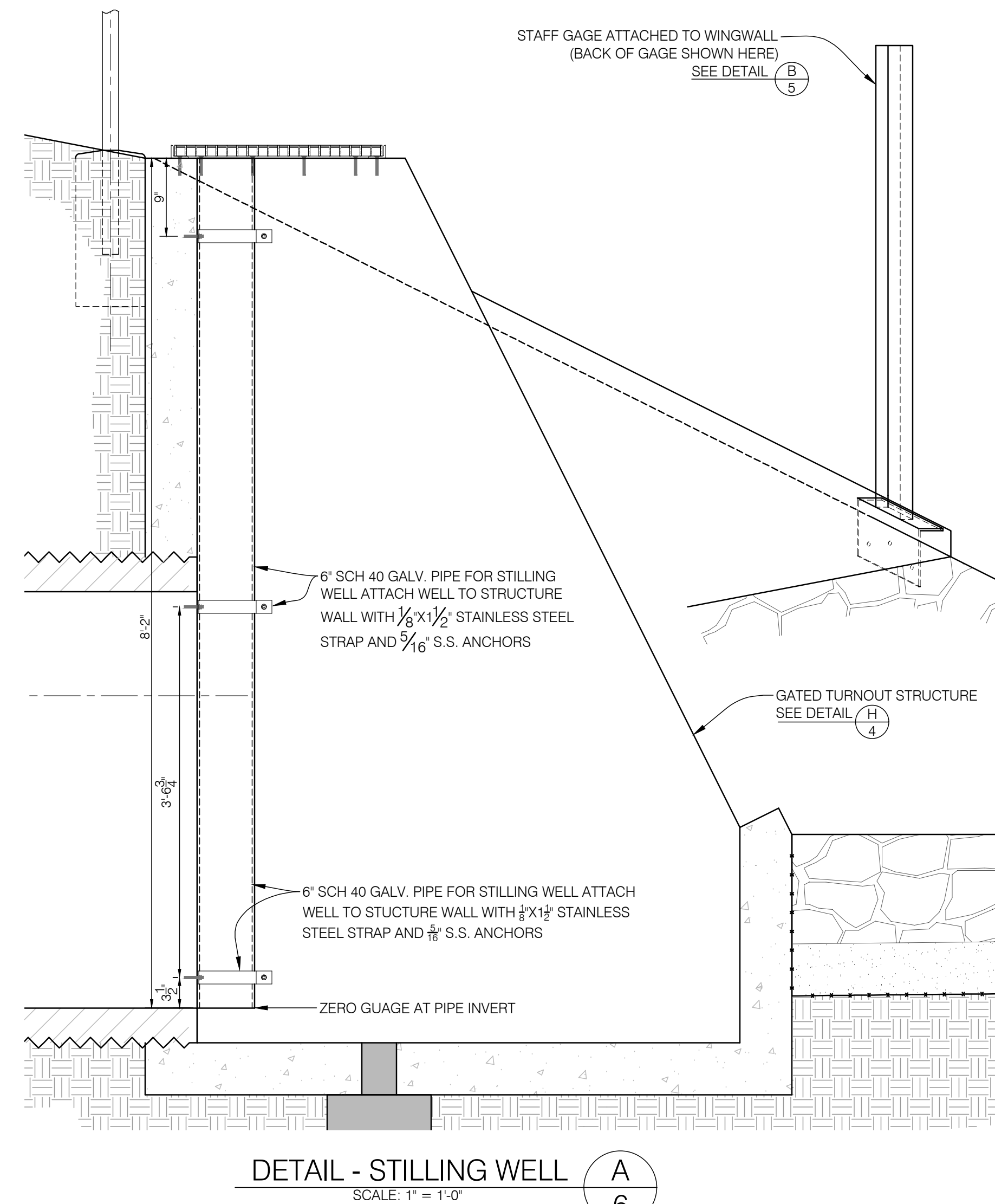
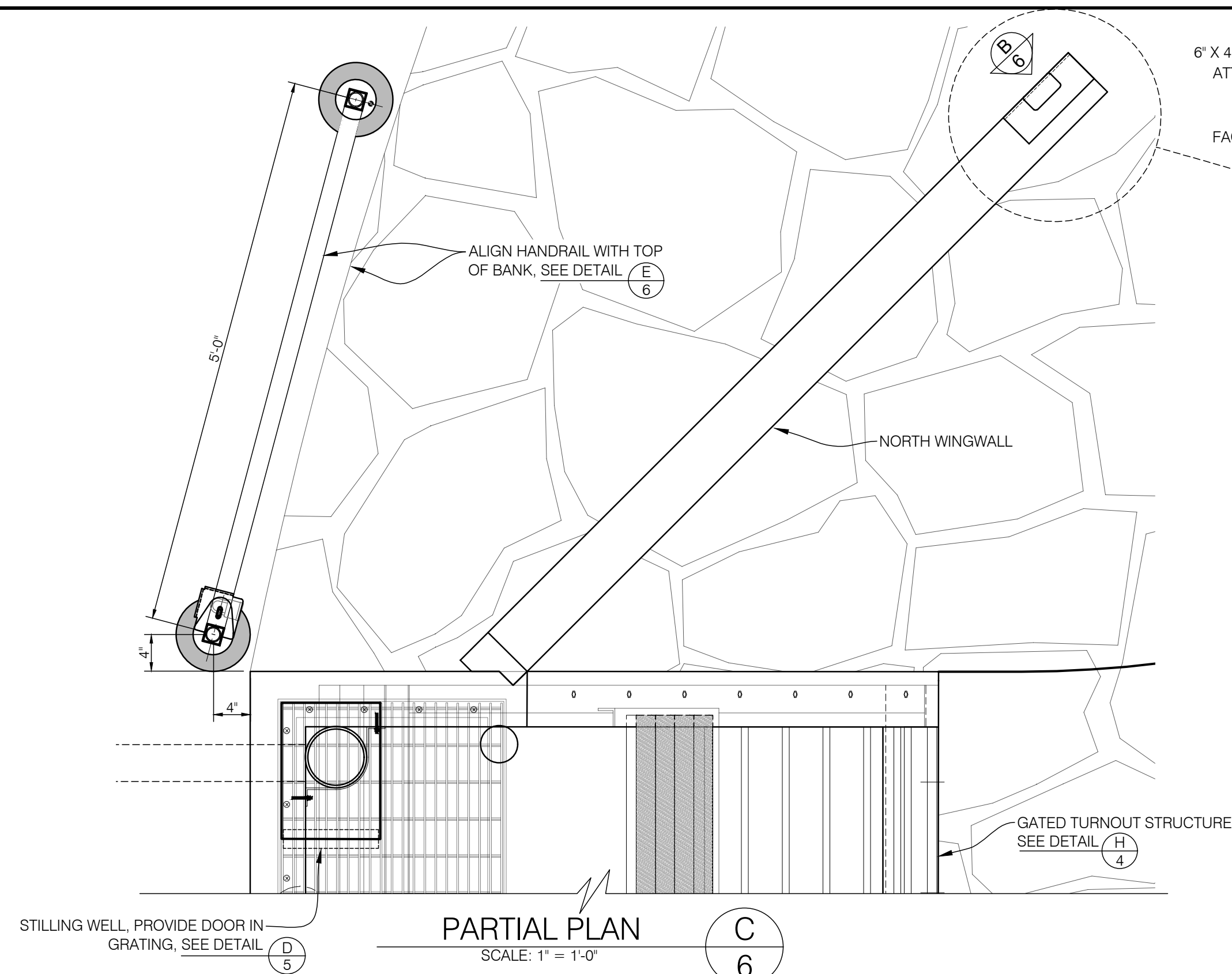
SHEET NO.
11
OF
11

PROFESSIONAL ENGINEER
No. 28104
Expires 3/31/26
STATE OF CALIF.
Richard D. Meyer
4-17-25
Richard D. Meyer RCE 28104
MeyerCE.net
Phone 661-836-9834
11200 River Run Blvd, Ste 102, Bakersfield, CA 93311

Meyer
Civil Engineering, Inc.
11200 River Run Blvd, Ste 102, Bakersfield, CA 93311
Phone 661-836-9834
MeyerCE.net

Rev. No.	Date	Revision Description	Approved By

Drawn By: RDM
AutoCAD File: KCV2000001
Rev: 1
Date: 4-17-25



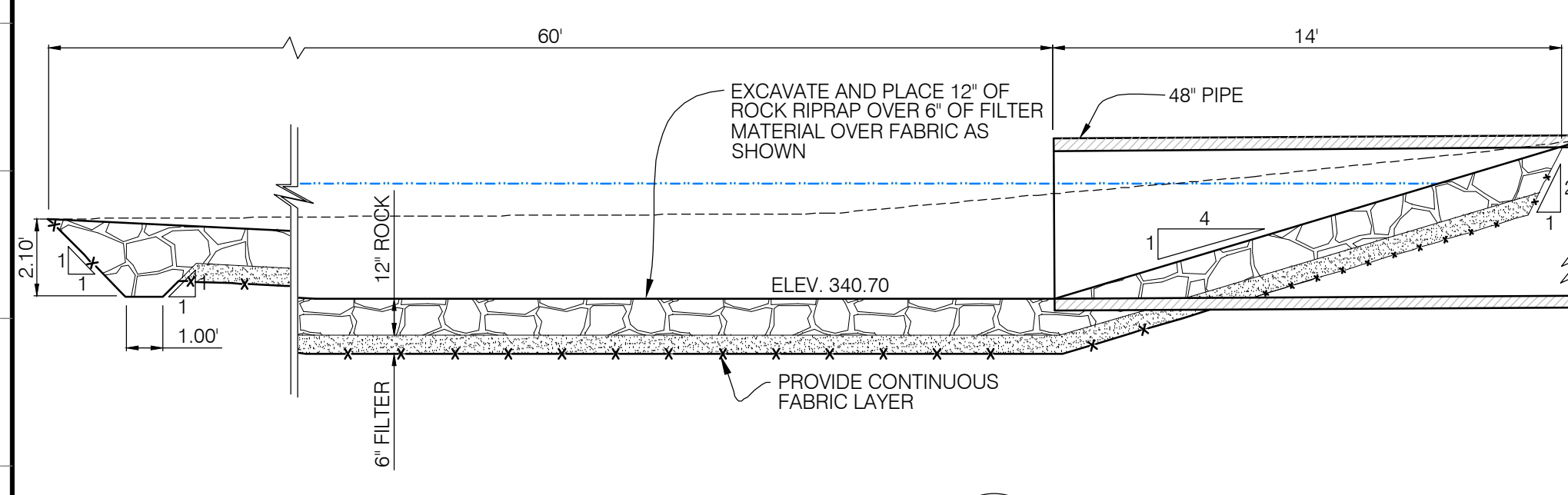
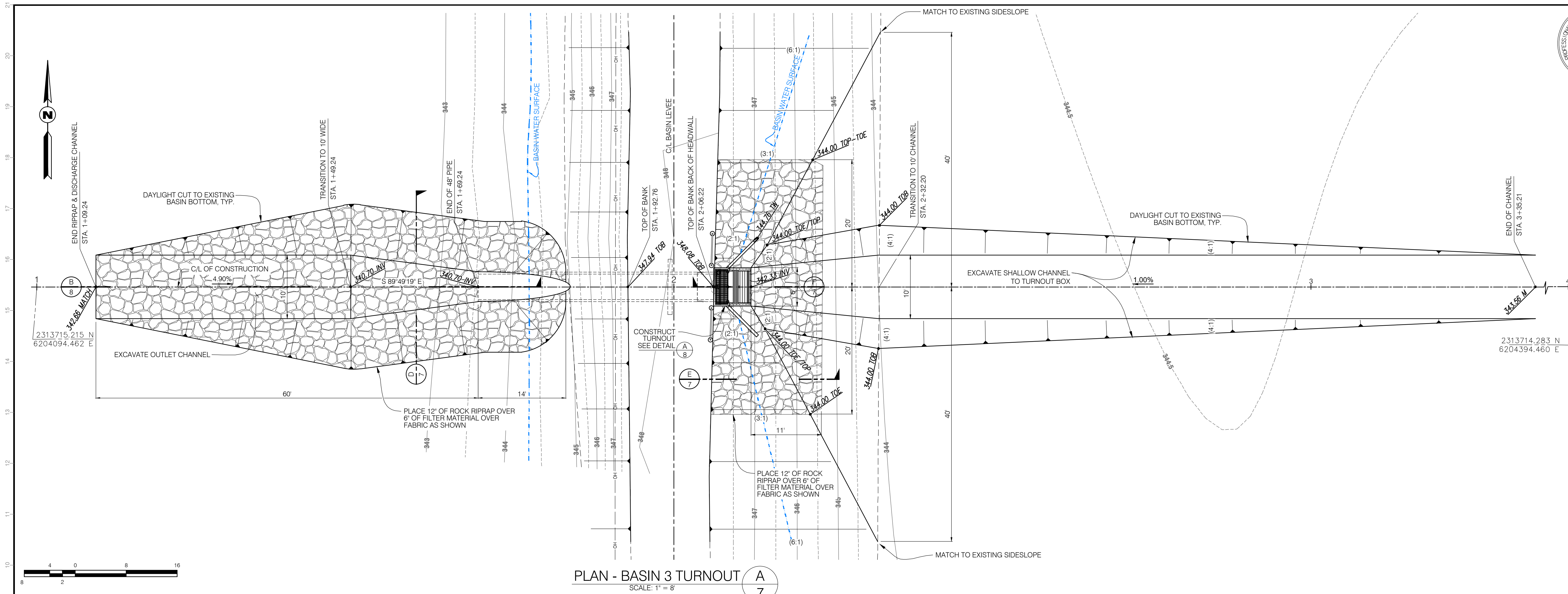
KERN COUNTY WATER AGENCY
BASIN 9 TURNOUT RECONSTRUCTION
PROJECT
BASIN 9 T.O. STILLING WELL, STAFF
& HANDRAIL DETAILS

SHEET NO.
6
OF
11

Meyer
Civil Engineering, Inc.
1200 River Run Blvd, Ste 102, Bakersfield, CA 93311
Phone 661-836-9834
MeyerCE.net

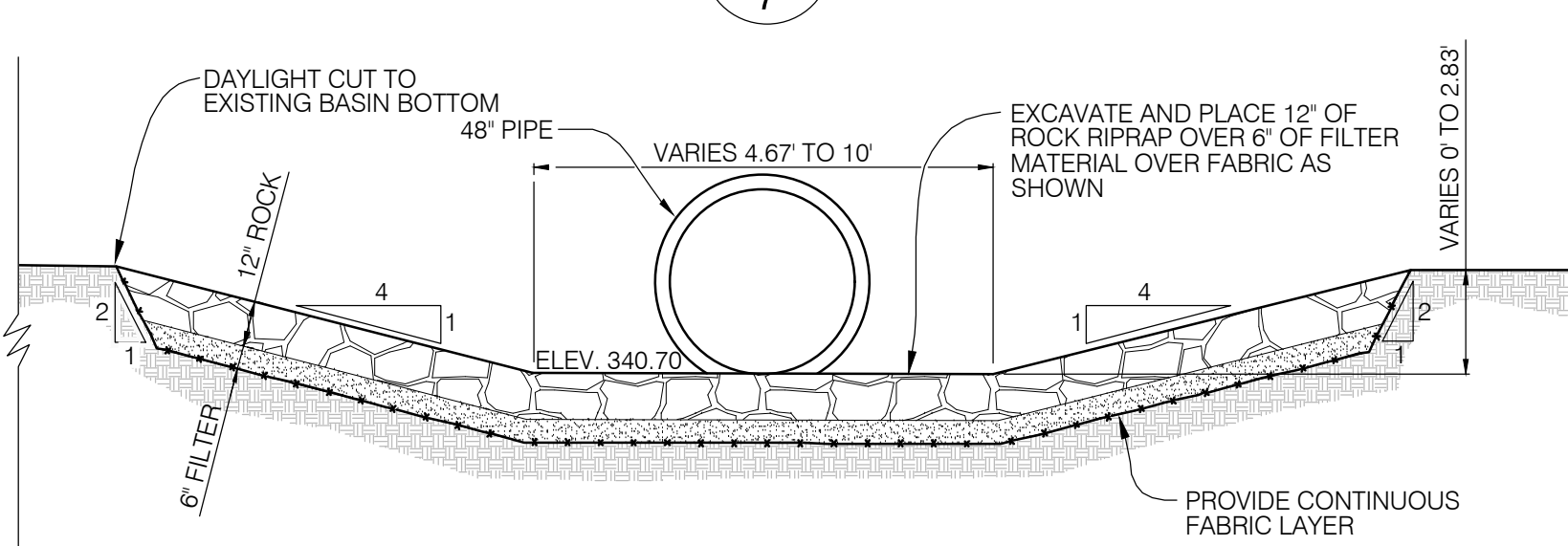

 No. 28104
 Expires 3/31/26
 CIVIL
 STATE OF CALIFORNIA
 RICHARD D. MEYER

Richard D. Meyer
 Date 4-17-25
 Richard D. Meyer, RCE 28104



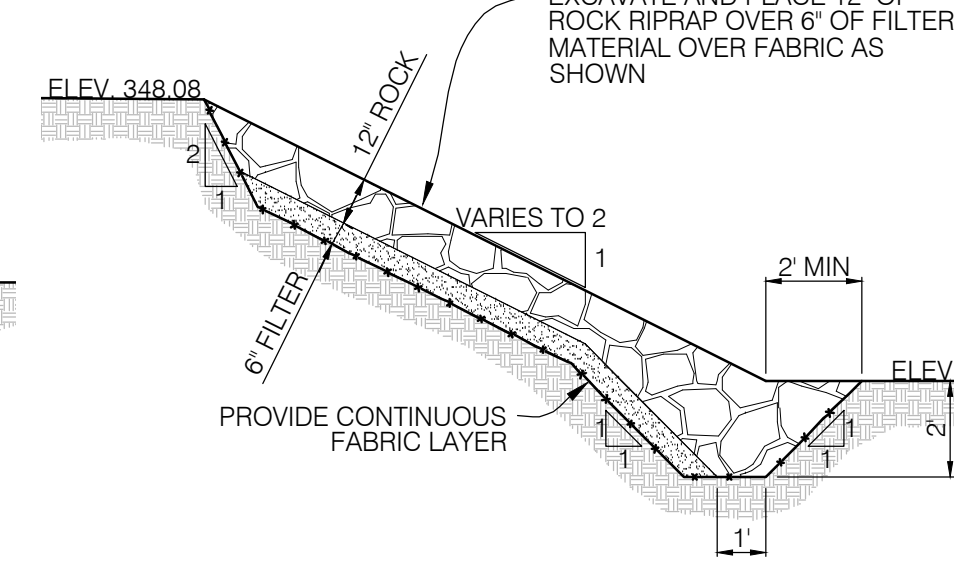
SECTION
SCALE: 1" = 4'

C
7



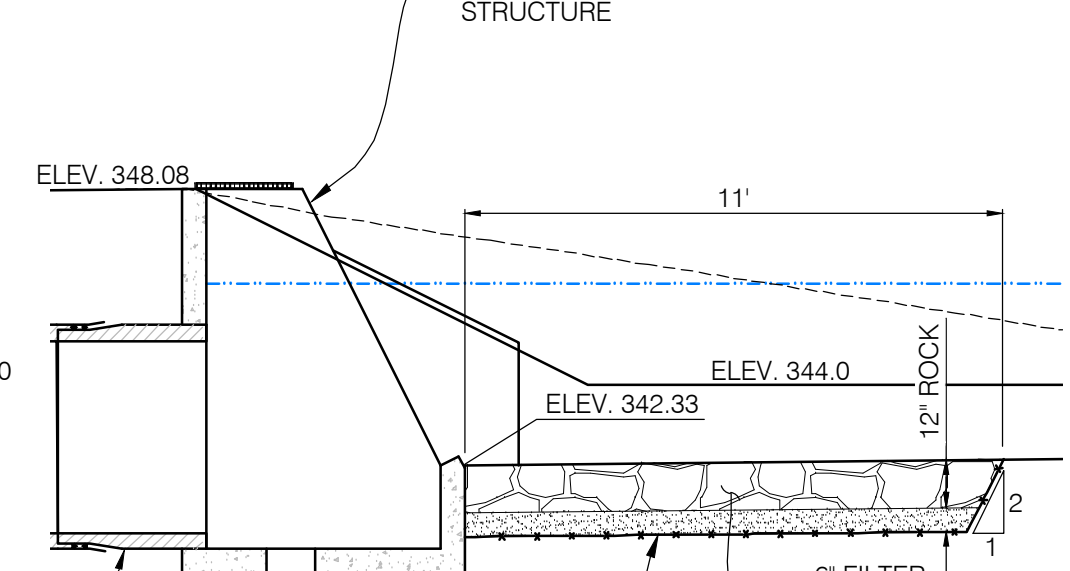
SECTION
SCALE: 1" = 4'

D
7



SECTION
SCALE: 1" = 4'

E
7



SECTION
SCALE: 1" = 4'

F
7

BID SET

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
BASIN 3 T.O. PLAN-PROFILE

SHEET NO.
7
OF
11

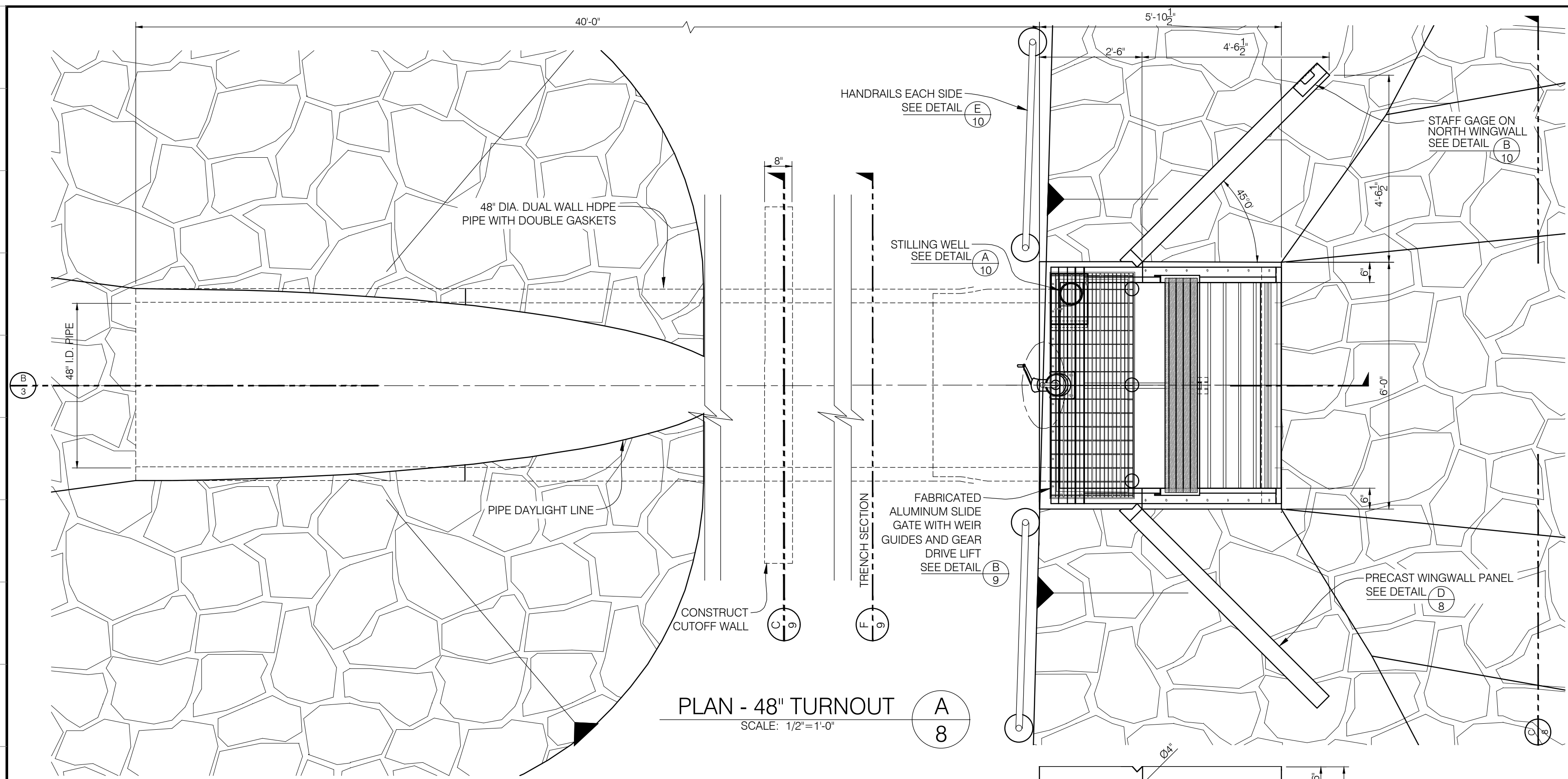
Drawn By: RDM
AutoCAD File: KCV190410
Rev: KCV 24-01
Date: 12-26-24

Rev. No.	Date	Revision Description	Approved By

ME Meyer
Civil Engineering, Inc.
11200 River Run Blvd, Ste. 102, Bakersfield, CA 93311
Phone 661-836-9834
FAX 661-836-9761

PROFESSIONAL ENGINEER
No. 28104
Expires 3/31/26
Richard D. Meyer
Richard D. Meyer, PCE 28104
Date: 12-26-24

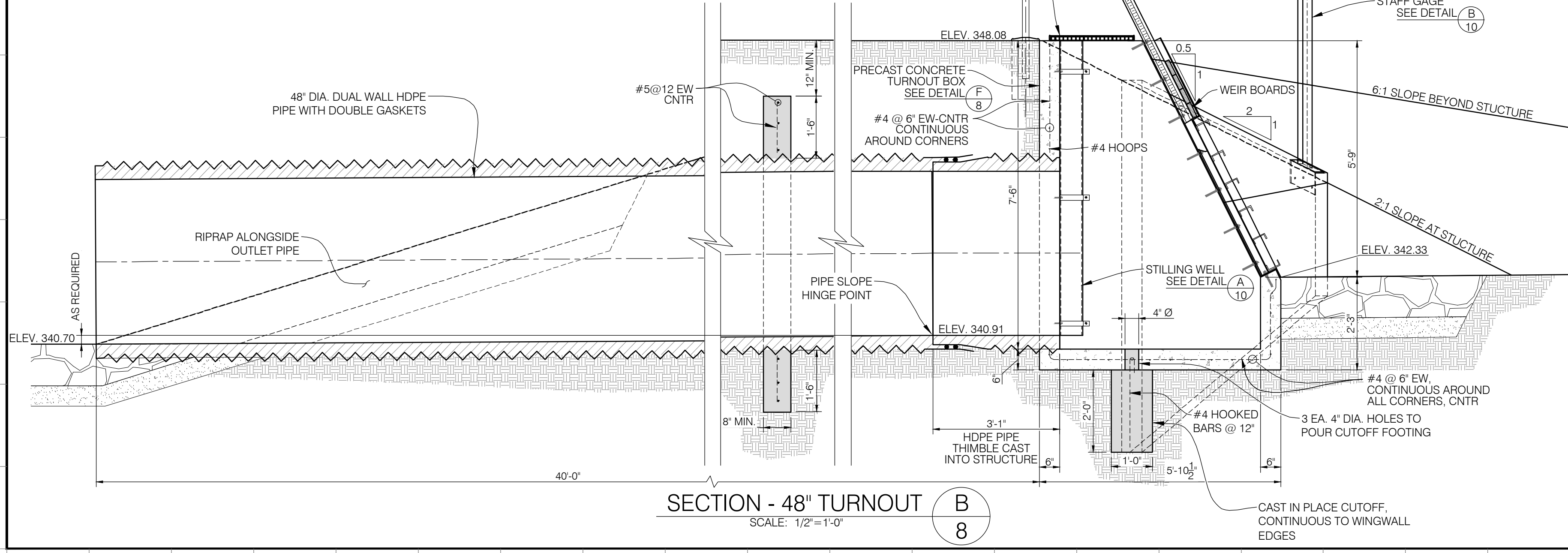
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1
0



PLAN - 48" TURNOUT
SCALE: 1/2"=1'-0"

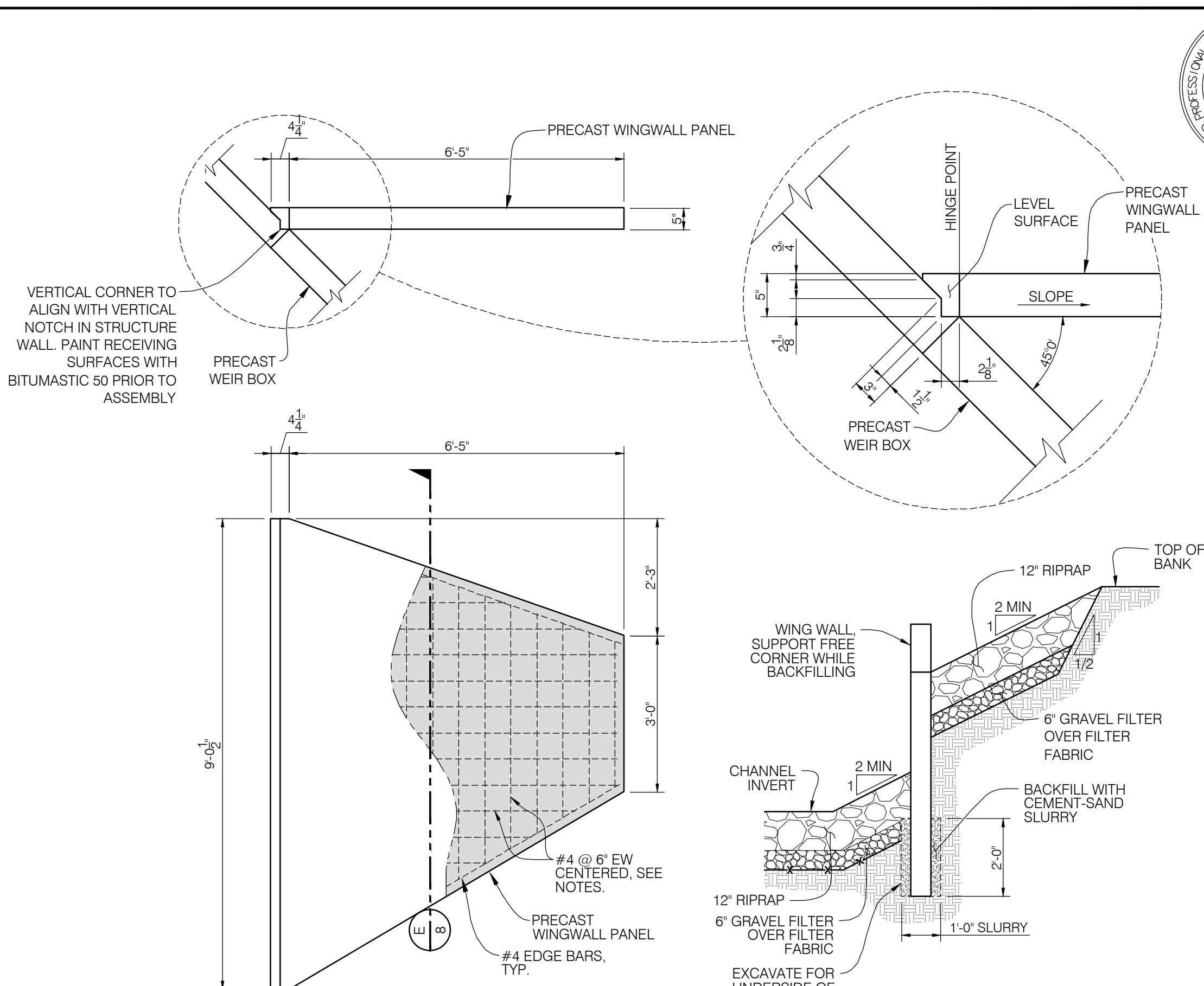
A
8

- PRECAST TURNOUT STRUCTURE:
1. WALL AND FLOOR THICKNESS DIMENSIONS SHOWN ARE MINIMUMS. ALL EXPOSED WALL EDGES ARE TO BE TOOLED OR CHAMFERED.
 2. REINFORCING THROUGHOUT STRUCTURE AND WINGWALLS IS TO BE #4 BARS AT 6" MINIMUM SPACING VERTICAL, HORIZONTAL, LONGITUDINAL AND TRANSVERSE BARS AND SHALL BE CENTERED IN WALLS AND FLOOR. REINFORCING SHALL BE CONTINUOUS AROUND ALL CORNERS. EDGE BARS SHALL BE PROVIDED ALONG ALL EDGES. A #4 HOOP SHALL BE PROVIDED AROUND THE STUBBED PIPE SECTION END.
 3. CONCRETE SHALL HAVE AN ULTIMATE (f_c) OF 5000 PSI.
 4. THE TURNOUT STRUCTURE SHALL BE SET ON COMPACTED SUBGRADE WITH A CUTOFF TRENCH FILLED WITH CONCRETE AND TIE TO THE STRUCTURE AS SHOWN. COMPACT TO 92% OF MAX. REL. DENSITY.
 5. WINGWALLS SHALL BE SET IN PRE-EXCAVATED 12" WIDE TRENCHES NO SHALLOWER THAN 24" DEEP AND BACKFILLED WITH 4-SACK CEMENT-SAND SLURRY. WALLS SHALL BE HELD PLUMB AND PROPERLY ALIGNED WITH THE STRUCTURE. "SIKAFLEX" 1" X 1" CONTINUOUS SEALANT SHALL BE PROVIDED IN THE INTERLOCKING GROOVES BETWEEN THE STRUCTURE AND THE WINGWALLS.
 6. PROGRESSIVE BACKFILL OF WALLS AND STRUCTURE SHALL BE BALANCED AROUND THE STRUCTURE AS TO HEIGHT.
 7. ROCK RIPRAP IS TO BE CAREFULLY PLACED AGAINST THE STRUCTURE SO AS NOT TO DAMAGE IN ANY WAY.
 8. PROVIDE 48" HDPE DOUBLE GASKETED SPIGOT END PIPE CAST INTO TURNOUT HEADWALL TO MATCH EXACTLY TYPE OF CONNECTED DOWNSTREAM PIPING. PROVIDE WATER SEAL BETWEEN PIPE WALL AND CONCRETE INTERFACE.



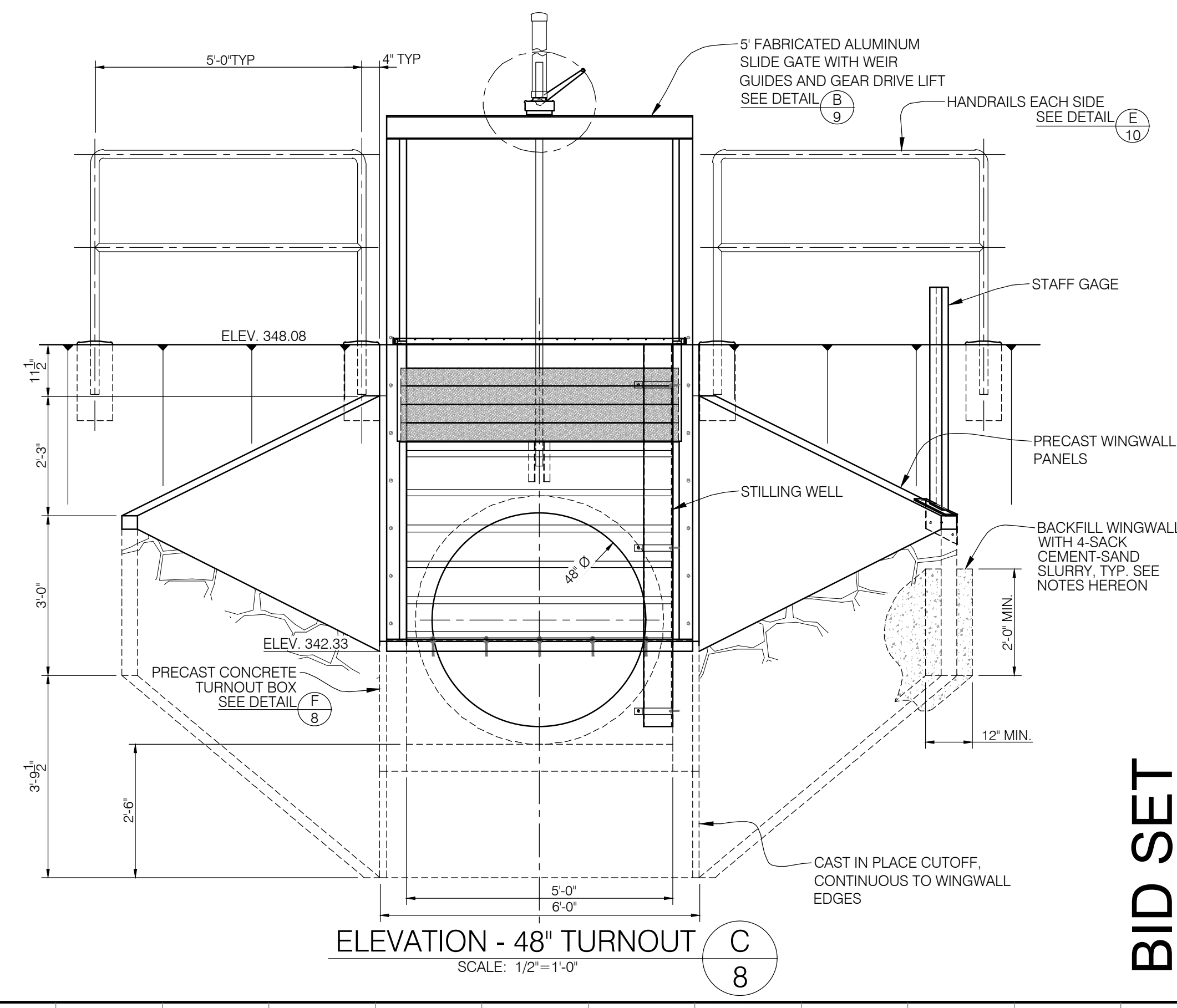
SECTION - 48" TURNOUT
SCALE: 1/2"=1'-0"

B
8



D
8

E
8



ELEVATION - 48" TURNOUT
SCALE: 1/2"=1'-0"

C
8

BID SET

PROFESSIONAL ENGINEER
REGISTERED IN THE STATE OF CALIFORNIA
No. 28104
Expires 3/31/26
Richard D. Meyer
Richard D. Meyer RCE 28104

4-17-25

11200 River Run Blvd. 102, Bakersfield, CA 93311
Phone 661-836-9834
FAX 661-836-9761

ME Meyer

Civil Engineering, Inc.

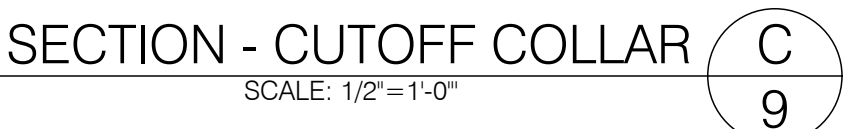
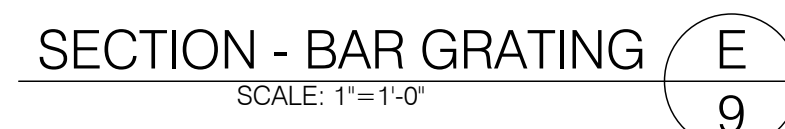
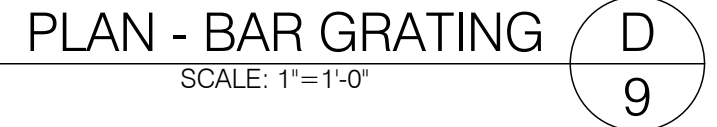
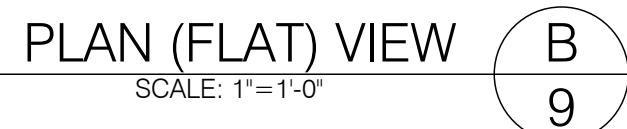
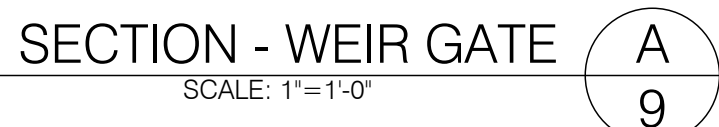
Rev.	No.	Date	Description	Approved By
1	8-03-20		70% Design Submittal	RDM

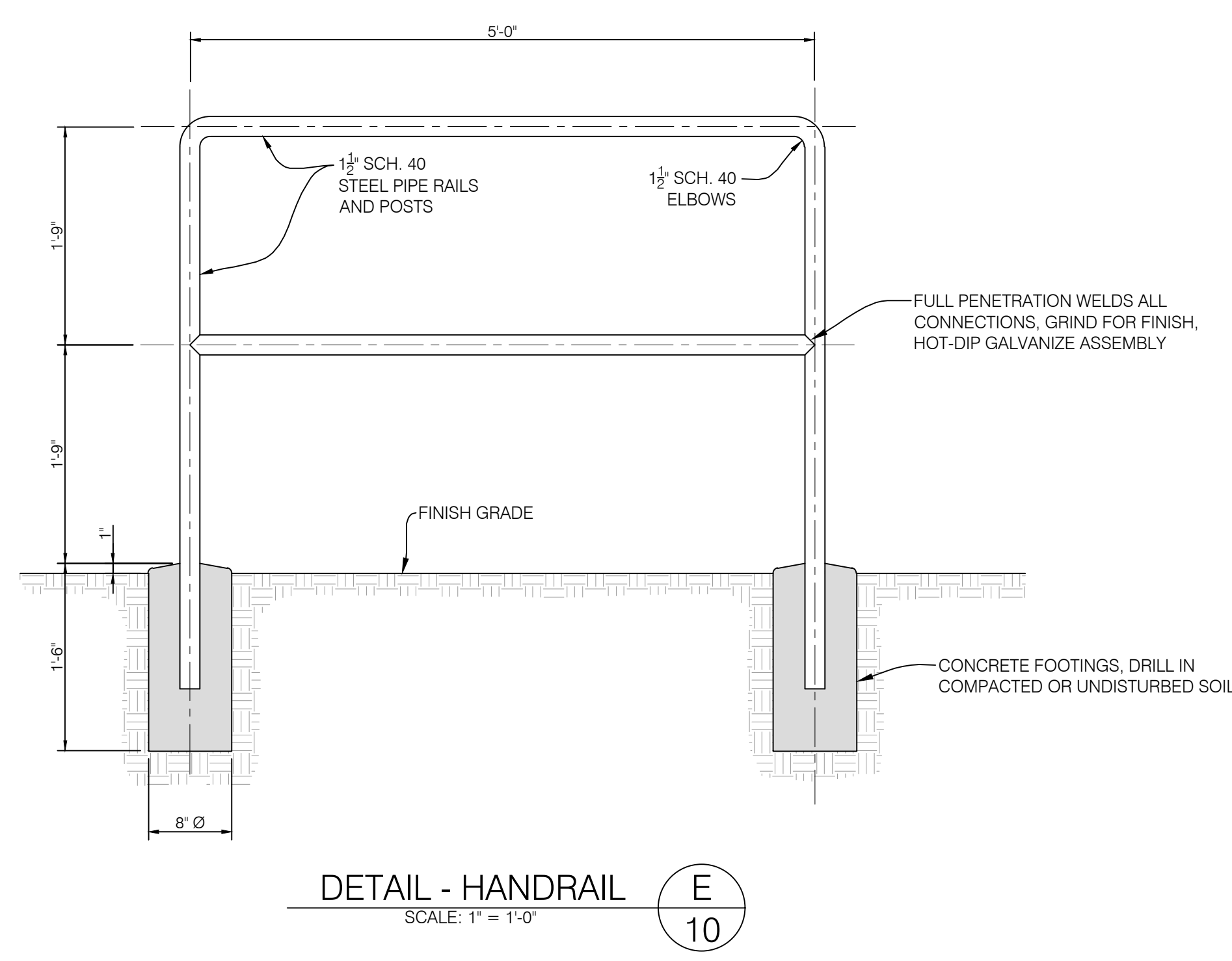
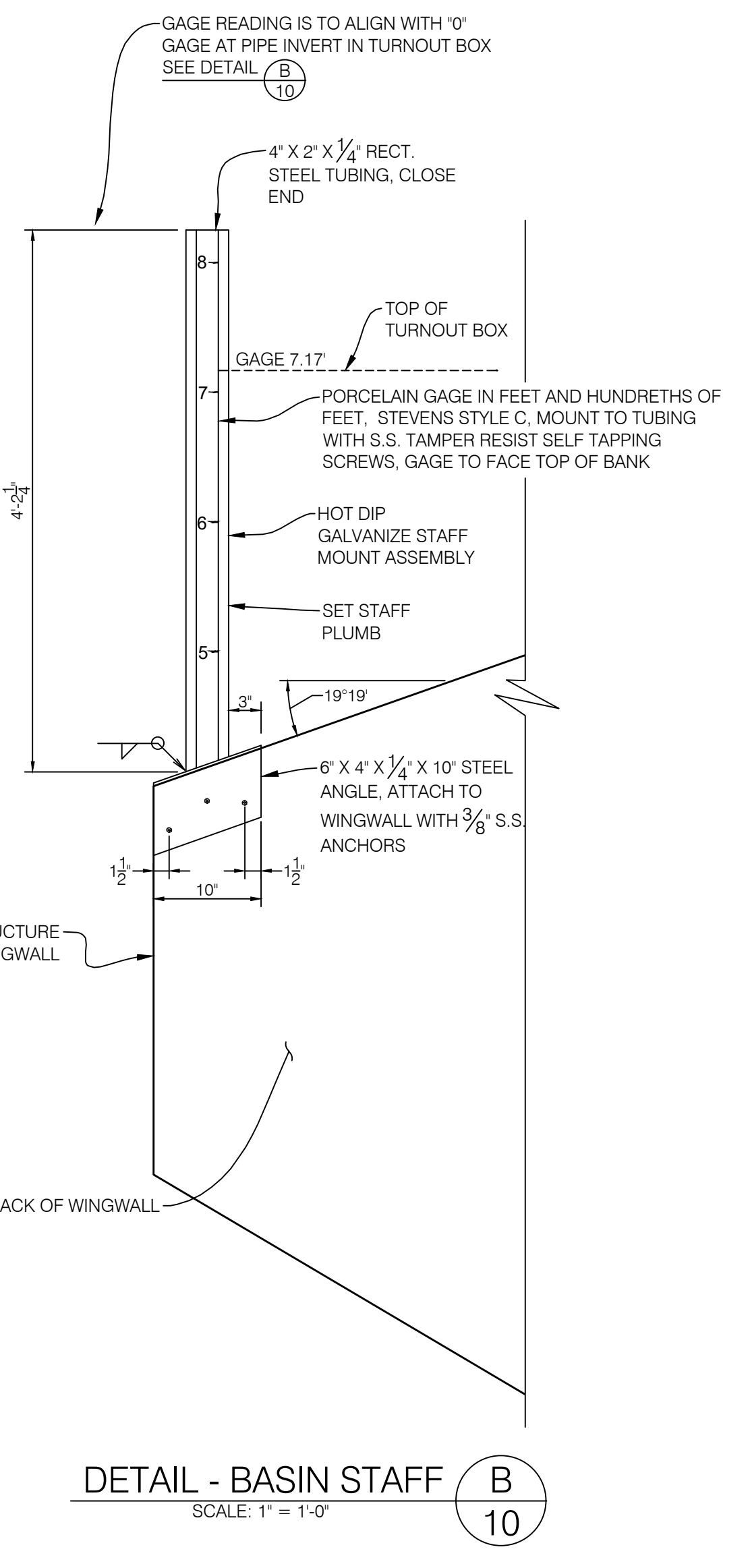
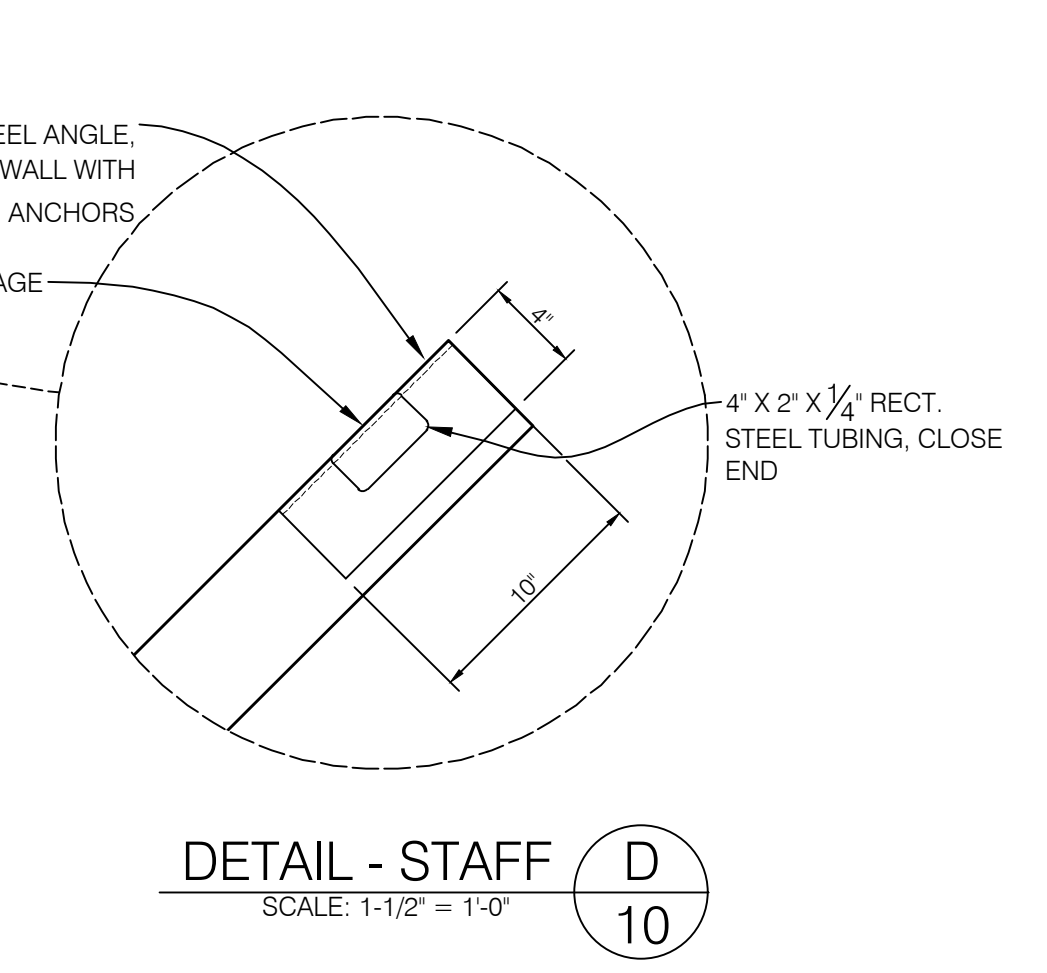
KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT

BASIN 3 TURNOUT DETAILS

SHEET NO.

OF 11



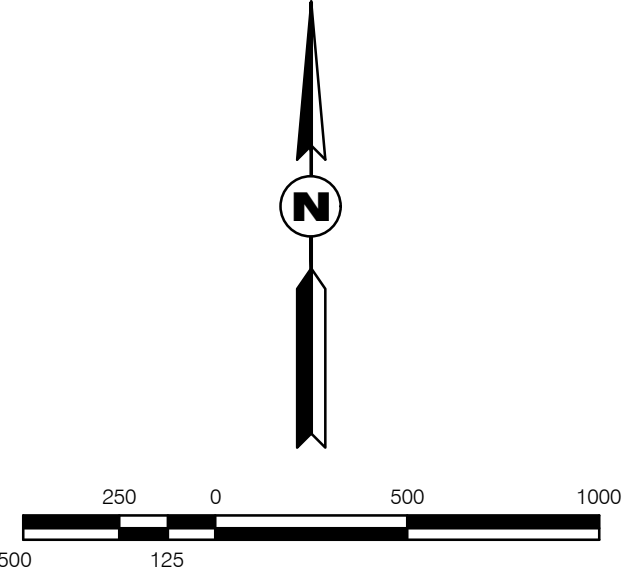
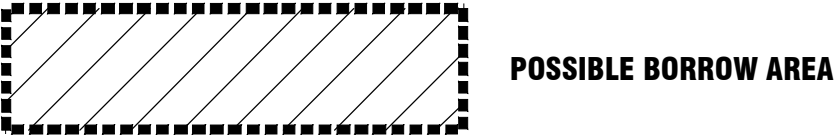


0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21



BORROW AREA NOTES:

1. CONTRACTOR SHALL CONTACT KERN COUNTY WATER AGENCY IF THIS SITE IS SELECTED FOR BORROW MATERIAL. THE AGENCY MAKES NO REPRESENTATIONS AS TO THE MATERIAL SUITABILITY OR QUANTITIES AVAILABLE.
2. AGENCY STAFF SHALL DELINEATE ACCEPTABLE AREAS AT THE SITE AND RESERVES THE RIGHT TO SPECIFY WHICH BORROW SITE THE CONTRACTOR IS TO UTILIZE AT ANY GIVEN TIME.
3. CONTRACTOR SHALL RESTORE THE SITE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
4. ACCESS ROAD SHALL BE RESTORED TO ORIGINAL CONDITION, INCLUDING GRAVEL WHERE NEEDED.
5. CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND AGENCY FACILITIES AND RESTORE SAID FACILITIES IN KIND.
6. CONTRACTOR SHALL IMPLEMENT DUST CONTROL PLAN (DCP) REQUIREMENTS.
7. WATER OPERATION MAY DICTATE WHICH BORROW SITE WILL BE AVAILABLE.
8. ALLOWABLE CUT DEPTH IS 2 FT.



BID SET

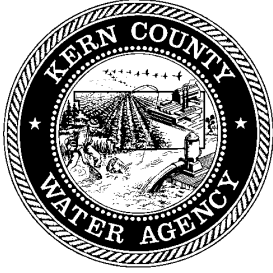
KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
POSSIBLE BORROW SITES MAP

SHEET NO.
11
OF
11

MCE Meyer
Civil Engineering, Inc.
11200 River Run Blvd, Ste 102, Bakersfield, CA 93311
Phone 661-836-9834
MeyerCE.net

PROFESSIONAL ENGINEER
REGISTERED
KERN COUNTY
No. 28104
Expires 3/31/28

Richard D. Meyer
Richard D. Meyer, RCE 28104
4-17-25
Date



MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 4

FROM: Wes Shryock

DATE: April 24, 2025

SUBJECT: Report on Kern Water Bank Activities

Issue:

Report on Kern Water Bank activities.

Recommended Motion:

None – information only.

Discussion:

The Kern Water Bank Authority's April 8, 2025, Agenda and Monthly Status Report, and Groundwater Sustainability Agency Agenda are provided as Attachments 1, 2 and 3, respectively.

KERN WATER BANK AUTHORITY



**Regular Meeting of Board of Directors
of the Kern Water Bank Authority
Tuesday, April 8, 2025, 3:15 PM
Kern Water Bank Authority Conference Room¹
1620 Mill Rock Way, Suite 500, Bakersfield, California**

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code and the Kern Water Bank Authority Joint Exercise of Powers Agreement.

1. Roll Call

2. Approval of Minutes

The Board will consider approval of March 11, 2025, Regular Board of Directors Meeting minutes.

3. Treasurer's Report

The Board will consider approval of the March 2025 Treasurer's Report.

4. Authorization to Pay Expenses of Authority

The Board will consider approval of the March 2025 accounts payable for payment.

5. Consider Rescheduling the Regular May Board Meeting

*** Resolution Required***

6. Ground Water Modeling Proposal

The Board will review and consider approval of a proposal for ground water modeling services.

7. Reports/Other Action Items

A. Staff Report

Review and possibly act on previously submitted Staff Report and staff recommendations regarding:

- (1) Water Bank Operations
- (2) 3rd Party Facilities on Kern Water Bank
- (3) Adjacent Properties
- (4) KWBA HCP/NCCP and Land Management
- (5) Retirement Plan Update
- (6) Capital Improvements/Maintenance and Funding
- (7) Power Matters
- (8) Capital Fees Reconciliation

B. Directors, Counsel and Committee Reports

¹ Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

The Board of Directors will hear and possibly act on reports and recommendations:

(1) Kern Fan Monitoring Committee

9. Old Business

This portion of the meeting is set aside for the discussion of matters which have been addressed at previous Board meetings.

10. New Business

This portion of the meeting is set aside to provide the Board an opportunity to bring to the attention of the other Board members and the public matters which have come to their attention, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

11. Public Input

This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board members, matters of which the Board may not be aware, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

12. Closed Session

The Board will meet in a closed session and possibly act on the following:

- A) Conference with Legal Counsel – Pending Litigation (Gov. Code section 54956.9(d)(1)).
 - 1) Various Applications to appropriate Kern River water, complaint and related proceedings before the State Water Resources Control Board.
- B) Conference with Legal Counsel – Anticipated Litigation: Initiation of litigation pursuant to Gov. Code section 54956.9(d)(4). Two potential litigations.
- C) Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code section 54956.9(d)(2). Two potential litigations.
- D) Conference with Real Property Negotiator – Gov. Code section 54956.8.
KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of payment
Negotiating Parties: Kern County Water Agency (KCWA) and KWBA
Property: Basin 11 and KCWA Pioneer Project - Easement and Joint Use and Construction Agreements.

E) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist

Under Negotiation: Price and Terms of Payment

Negotiating Parties: KWBA and Irvine Ranch WD/Rosedale Rio-Bravo WSD

Properties: Strand Ranch - Encroachment Permit and Joint Use Agreement

F) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist

Under Negotiation: Price and Terms of Payment

Negotiating Parties: KWBA and the Pioneer Project

Properties: Nord Turnout

G) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist

Under Negotiation: Price and Terms of Payment

Negotiating Parties: KWBA and PG&E

Properties: APN #'s 160-030-03, 160-030-09, 160-020-05 and 160-020-07

H) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist

Under Negotiation: Price and Terms of Payment

Negotiating Parties: KWBA and Irvine Ranch WD/Rosedale Rio-Bravo WSD

Properties: Kern Water Bank Lands - Kern Fan Groundwater Storage Project
Conveyance

I) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist

Under Negotiation: Price and Terms of Payment

Negotiating Parties: KWBA and Tricor Energy, LLC

Properties: Kern Water Bank Lands – Renewal of Various Easement and License
Agreements

13. Reconvene and Report from Closed Session (Gov't. Code section 54957.1)

14. Adjourn

FACILITIES

Facilities Maintenance

Routine maintenance continues on roads, water delivery structures, wells, pumping stations, and canals. AC-Electric installed replacement soft start panel on Pump #3 at the Main Pumping Station and are currently doing all the final setup adjustments.

Vegetation Management and Grazing

Spraying, tumbleweed removal, mowing along fence lines, structures, and around wells continues. Grazing is occurring throughout all areas.

THIRD PARTIES

Rosedale and Irvine Ranch WD are looking for other participants for their Kern Fan Banking project proposed conveyance facility after being informed that the KWBA was not interested in participating in the conveyance facility.

ENVIRONMENTAL – GENERAL AND HCP ISSUES

Conservation Bank

SoCalGas has purchased 4 credits. Caltrans has purchased 36 credits and expressed an interest in purchasing another 99 credits this year for different project.

CAPITAL IMPROVEMENTS/REPAIR AND REPLACEMENT

Capitalized Maintenance Program

Construction of replacement turnouts is currently in progress.

Replacement Wells

Well 30S/25E-18P02 – Well has been drilled, cased, swabbed, and developed. BWP has poured the well pad foundation, perimeter well pad slab, and installed the underground electrical conduits BWP has installed the column pipe, pump and motor, and WM Lyles will start the discharge pipeline connection in a few weeks

Well Rehabilitation and Repairs

No current well rehabilitation. Electrical work on (6) wells that were vandalized due to copper wire theft is on hold until recovery operations resume.

Basin 11

Encroachment permit is in process. KCWA provided KWBA with a construction and joint use of facilities agreement and easement on June 25, which were reviewed and redlined by staff and counsel and returned to KCWA. KCWA returned the documents with revisions on March 25. There is a closed-session item regarding this matter.

Strand Siphon Replacement

The Strand Siphons are not currently in use but are operational. Replacement facilities using a turnout from Strand Ranch to the KWB has been designed. A meeting was held with Rosedale and Irvine regarding necessary documents on June 18. KWBA forwarded redlined documents to Rosedale for review on June 21, 2024. Rosedale returned a further draft of the joint use agreement in December and both the joint use agreement and the encroachment permit have been returned to Rosedale with comments. Rosedale forwarded the documents to Irvine on January 9, 2025. After Irvine's review, Rosedale forwarded revised documents to KWBA on April 2. There is a closed-session item regarding this matter.

Enos Lane Culvert

Meyer Engineering has completed the culvert design and submitted plans and an application to Caltrans for review to proceed with the Enos Lane Culvert. We are currently waiting for the geotechnical study report summary from Krazan to submit to Caltrans as per their requirements to proceed with the application.

ADMINISTRATIVE

Employee Handbook Update

A draft of the updated KWBA employee handbook has been finalized. However, management is considering the addition of an on-call policy and will present a proposed policy to the Board at the April 8th Board meeting.

Power Update

The KWBA's NEM2a application is still in the CAISO's cluster study process. Environmental review is in process. Staff is also exploring grant opportunities relating to alternative energy projects.

Data Management Progress

VH Electrical Automation is configuring the onsite server and has started to assemble the control panels for the first thirty wells. The contract with Communications Enterprises Inc. (CEI) has been finalized and they will begin installation of the water bank communications backbone.

Retirement Plan

The KWBA 401(a) and 457(b) plans are in the 'blackout period' while the plan funds are being transferred to the new custodian and the new participant accounts are set up.

Kern Water Bank Groundwater Sustainability Agency



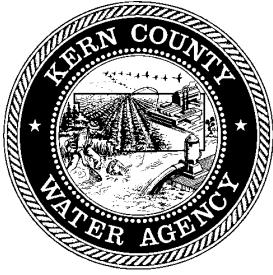
**Regular Meeting of Board of Directors
Tuesday, April 8, 2025, 3:00 P.M.
Kern Water Bank Authority Conference Room¹
1620 Mill Rock Way, Suite 500, Bakersfield, California**

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code and the Joint Exercise of Powers Agreement for the Kern Water Bank Groundwater Sustainability Agency.

- 1. Roll Call**
- 2. Consider Approval of March 11, 2025 Board of Directors Meeting Minutes**
- 3. Consider Approval of March 2025 Treasurer's Report**
- 4. Consider Approval of Payment of GSA Expenses**
- 5. Consider Rescheduling the Regular May Board Meeting**
Resolution Required
- 6. Reports**
 - a. Kern County Subbasin GSP
 - b. SWRCB Draft Staff Report/Notice of Hearing Re Proposed Designation of Subbasin as a Probationary Basin
 - c. Kern County Subbasin Coordination Committee
 - d. Kern Non-Districted Land Authority (KNDLA)
 - e. SGMA Compliance
- 7. New Business**
- 8. Public Comment**
- 9. Closed Session Item Descriptions (Gov. Code, § 54956.8):**
 - a. Conference with Legal Counsel Regarding Litigation:
 - i. Gov. Code, § 54956.9(d)(2) [Potential: Significant Exposure to Litigation]: One Item.
 - ii. Gov. Code, § 54956.9(d)(4) [Potential: Initiation of Litigation]: One Item.
- 10. Reconvene and Report from Closed Session (Gov't. Code section 54957.1)**
- 11. Adjourn**

¹ Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

Cross Valley Canal Committee



MEMORANDUM

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 2

FROM: Monica Tennant

DATE: April 24, 2025

SUBJECT: Report on Cross Valley Canal Operations and Deliveries

Issue:

Report on Cross Valley Canal operations and deliveries.

Recommended Motion:

None – information only.

Discussion:

A summary and graph of the Cross Valley Canal (CVC) operations, maintenance and deliveries for March 2025 is provided as Attachment 1. A table summarizing the year-to-date deliveries is provided as Attachment 2. Graphs illustrating deliveries by direction of flow and by source over the last 12 months are provided as Attachment 3. A schematic illustrating current CVC operations is provided as Attachment 4. A schematic illustrating the current maintenance and availability status of the pumps and motors at each pumping plant is provided as Attachment 5.

**CROSS VALLEY CANAL
REPORT ON OPERATIONS, MAINTENANCE AND DELIVERIES
APRIL 2025**

CROSS VALLEY CANAL

OPERATIONS

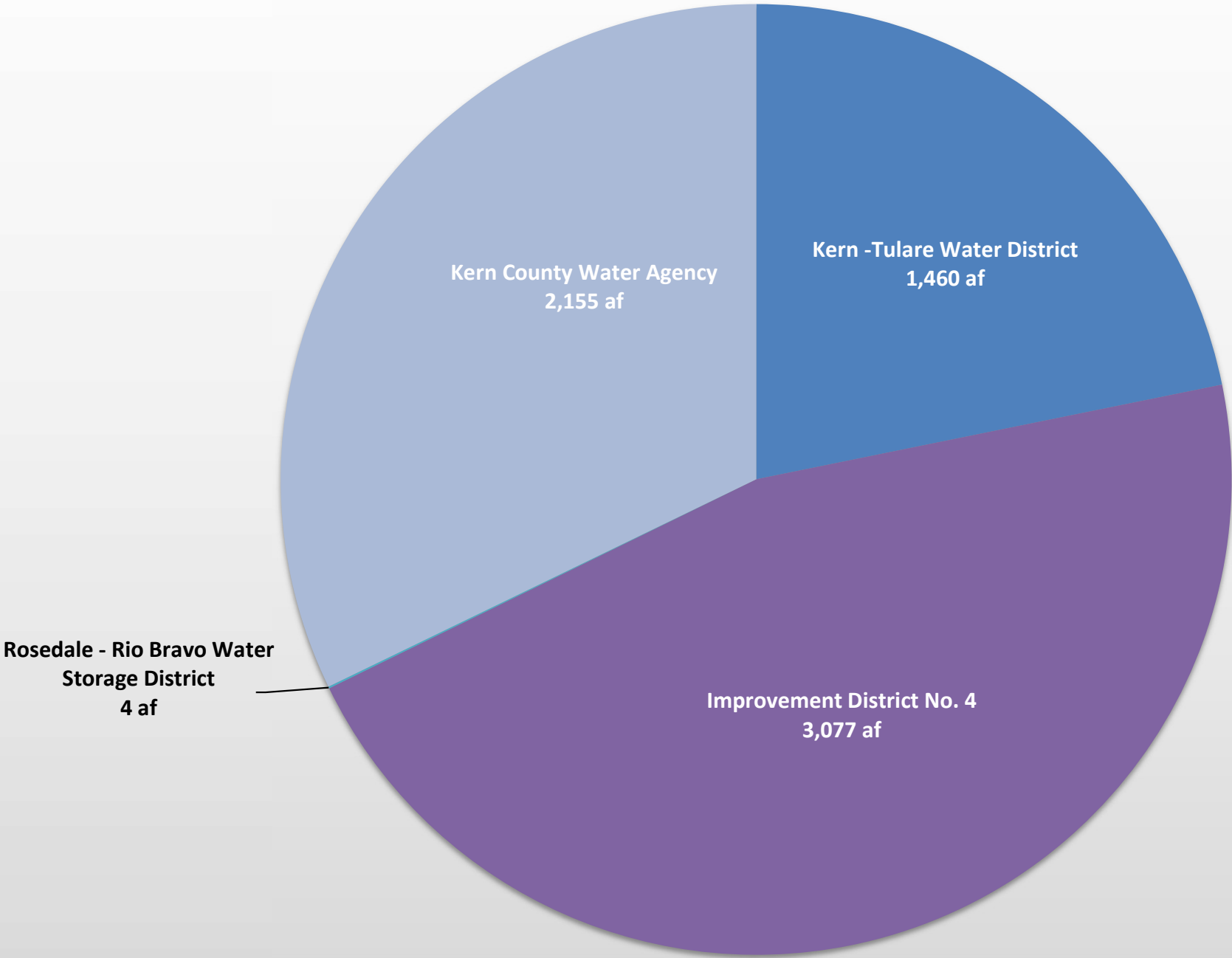
Preliminary inflows and deliveries for the month of March were as follows:

	California Aqueduct SWP (AF)	CVC Total (AF)
Deliveries by Turnout:		
N-2 Siphon	447	447
Rosedale-Rio Bravo Turnout No. 1	4	4
Kern Water Bank P-11 Turnout	1,687	1,687
Friant-Kern Canal Pump-in	1,419	1,419
Lined Losses - Pools 1-6	123	123
Lined Losses – Pool 7	28	28
Henry C. Garnett Water Purification Plant	2,972	2,972
Lined Losses – Pool 8	16	16
Total	6,696	6,696

MAINTENANCE AND REPAIRS

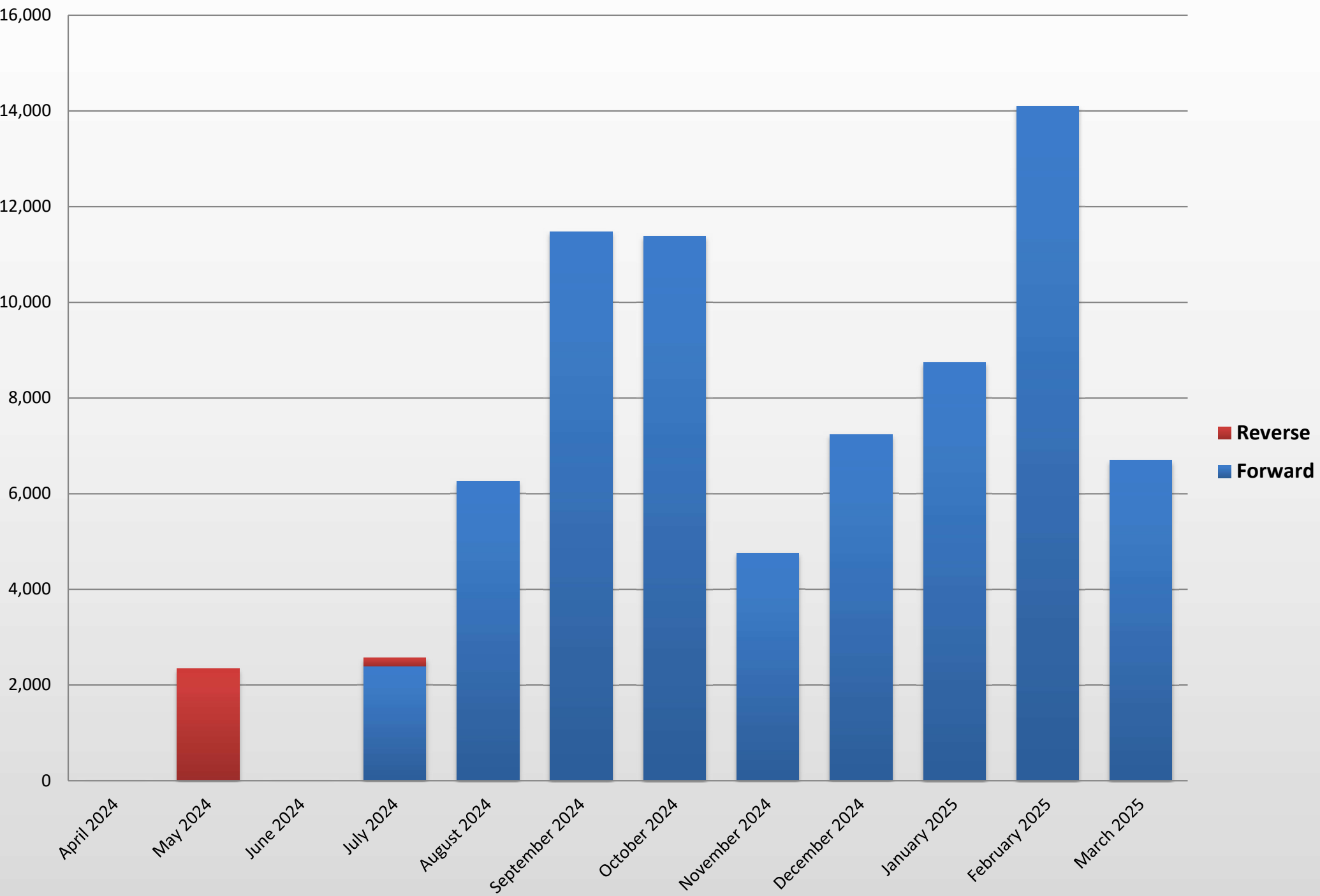
- Welded barbed wire brackets on the Nord Road gate and installed barbed wire;
- Relocated all equipment and tools to the new service truck;
- Assisted Improvement District No. 4 in the removal of trashracks from the ARMCO gate;
- Responded to power failures at Cross Valley Canal (CVC) Pumping Plant Nos. 3 and 5;
- Hauled compactable soil to all CVC pumping plants for washout repairs;
- Installed new rodent bait stations along the CVC;
- Installed pump 5A (100 hp) at CVC Pumping Plant No. 5A;
- Changed the motor oil on pump 5A (100 hp) at CVC Pumping Plant No. 5A;
- Tested all CVC forebay and afterbay level transducers;
- Sealed electrical boxes at all CVC pumping plants;
- Performed mechanical cleaning of pumping plant forebays and walk decks using Gradall excavator;
- Burned tumbleweeds along CVC fence lines and rights-of-way when permitted by San Joaquin Valley Air Pollution Control District;
- Assisted electrical staff with multiple motor control issues at various pumping plants;
- Continued to collect groundwater level measurements from CVC Pools 1-8 piezometers;
- Performed spare motor maintenance by spinning motor shafts on all spare motors at CVC Operations and Maintenance (O&M) Center;
- Performed post-emergent herbicide applications;
- Performed minor fence and gate repairs;
- Performed road and levee maintenance and washout repairs along CVC rights-of-way;
- Performed siphon breaker and compressor checks throughout entire CVC system;
- Performed electrical preventative maintenance checks and testing at all CVC Motor Control Centers (MCC);
- Performed routine maintenance activities that included vehicle and heavy equipment maintenance repairs, pump maintenance and interior MCC buildings cleaning; and
- Performed a monthly safety inspection at the CVC O&M Center.

Cross Valley Canal
March 2025 Deliveries
Total deliveries 6,696 af



Cross Valley Canal

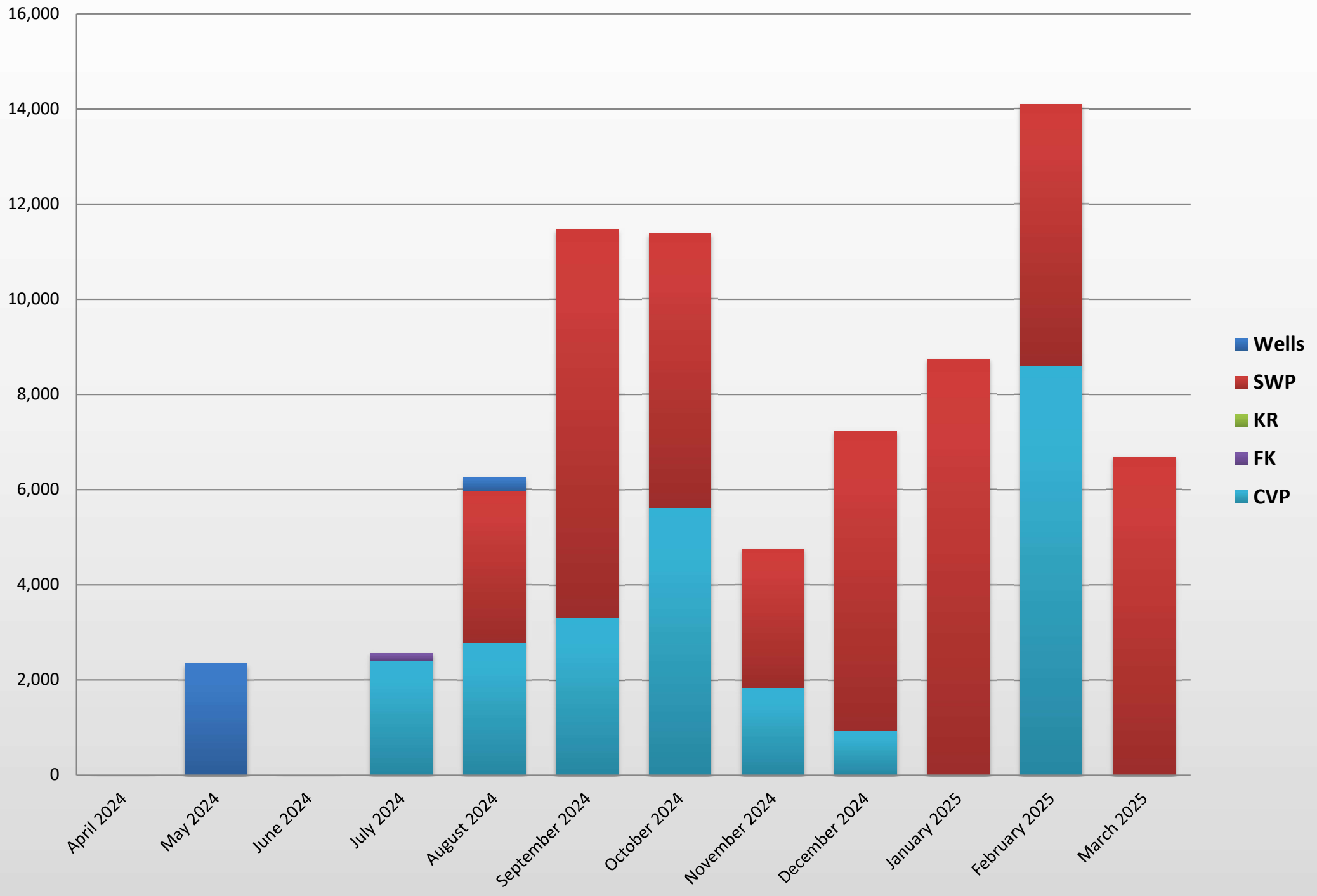
Twelve Month Delivery by Direction

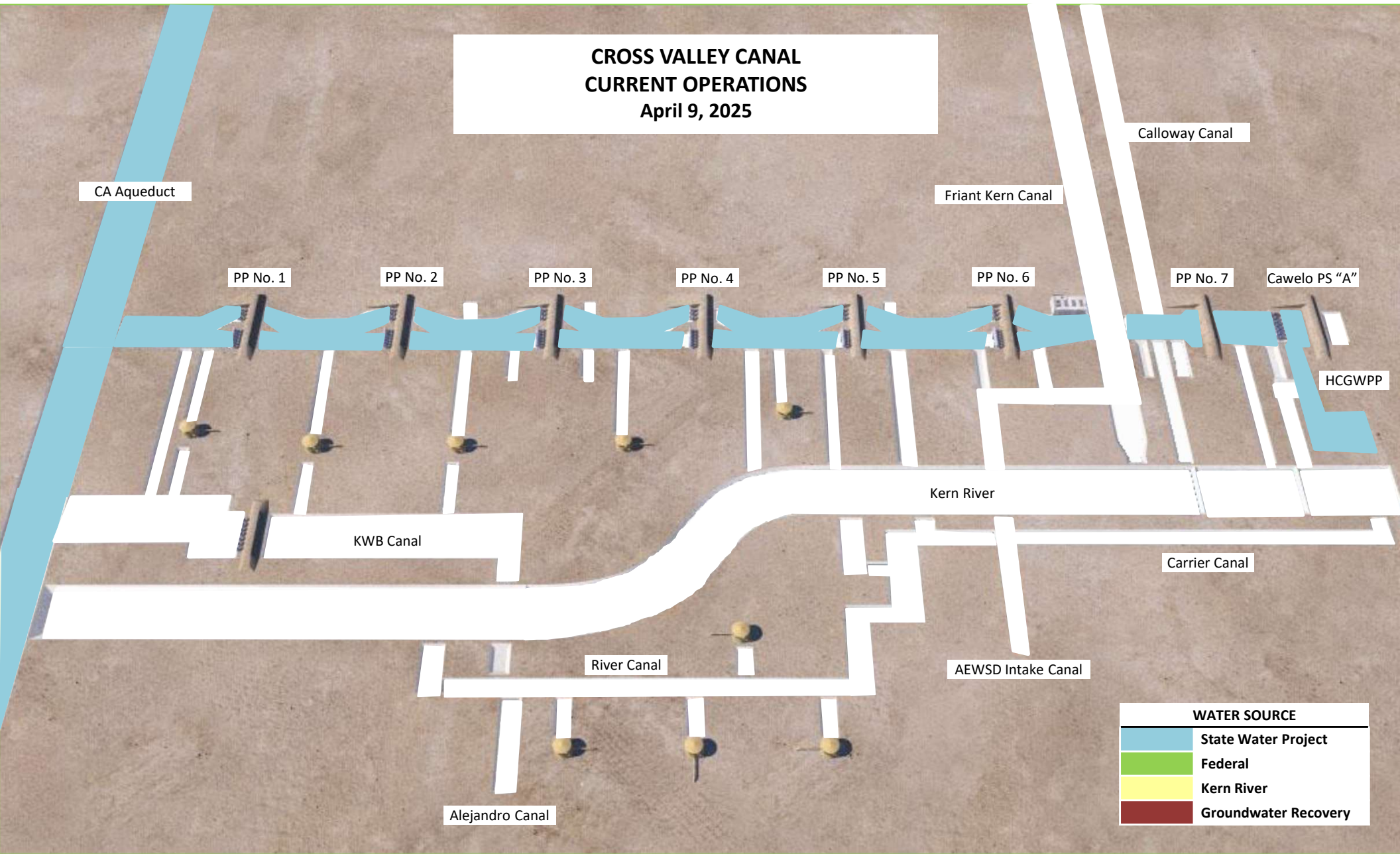


Cross Valley Canal

Twelve Month Delivery by Source

Attachment 3

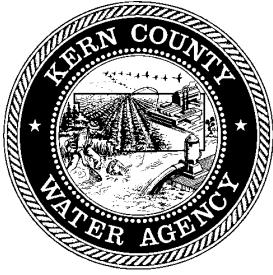




Cross Valley Canal
Pump and Flow Configuration
 Last Updated on April 9, 2025

'A' Pumping Plants												'B' Pumping Plants					Total cfs
		A	B	C	D	E	F	G	H	J	Total cfs	K	L	M	N	Total cfs	
Pumping Plant No. 1	Estimated Horsepower	100	250	565	565	565	565	250	100			800	800	800			
	Estimated Flow Rate (cfs)	Service	70	180	180	180	180	70	31		891	167	167	167		500	1,391
Pumping Plant No. 2	Estimated Horsepower	100	250	565	565	565	565	250	100			700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	180	70	31		922	167	167	167		500	1,422
Pumping Plant No. 3	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	Service	70	31	812	167	167	167		500	1,312
Pumping Plant No. 4	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	Service	180	180	180	70	31	70	31	773	167	167	167		500	1,273
Pumping Plant No. 5	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	31	70	31	843	167	Service	167		334	1,177
Pumping Plant No. 6	Estimated Horsepower	100	250	565	565	565	250	250	100			200	600	600	350		
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	70	31		812	40	193	Service	90	323	1,135
Pumping Plant No. 7	Estimated Horsepower	100	250	250	250	250	100										
	Estimated Flow Rate (cfs)	31	70	70	70	70	31				342						342

Urban Bakersfield Committee



MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 2

FROM: Donna Semar

DATE: April 24, 2025

SUBJECT: Report on the Improvement District No. 4 2025 Water Supply and Management Plan

Issue:

A summary of the Improvement District No. 4 2025 Water Supply and Management Plan.

Recommended Motion:

None – information only.

Discussion:

A summary of the Improvement District No. 4 2025 water supply activities by source and point of delivery is provided as Attachment 1.

Units in Acre Feet unless otherwise noted.

Subject to revision.

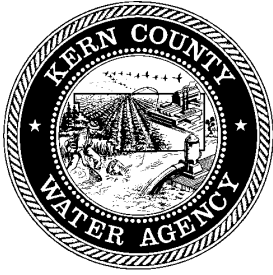
Improvement District No. 4

March 2025

Allocation: 40%

acre-feet

ID4 SUPPLIES		SWP	Kern River	Total
Month of	SWP (M&I)	30,800		30,800
	SWP (Ag)	2,378		2,378
	Carryover from 2024	12,538	6,361	18,899
	Subtotal	45,716	6,361	52,077
ID4 EXCHANGES / OBLIGATIONS				
Month of	California Aqueduct	(5,000)		(5,000)
	Operational Exchange - Semitropic	317		317
	Total Exchanges/Obligations	(4,683)	-	(4,683)
	Available Supplies	41,033	6,361	47,394
ID4 DELIVERIES		SWP	Kern River	Total
Month of	Henry C. Garnett Water Purification Plant	2,972		2,972
	In-District Transportation Recharge	48		48
	In-District Recharge			-
	Out of District Losses	56		56
	Total Deliveries Month to Date	3,076	-	3,076
YTD of	Henry C. Garnett Water Purification Plant	3,237	4,909	8,146
	In-District Transportation Recharge	52	1,145	1,197
	In-District Recharge	-	250	250
	Out of District Losses	58	57	115
	Total Deliveries Year to Date	3,347	6,361	9,708
Projected of	Henry C. Garnett Water Purification Plant	36,904.70		36,905
	In-District Transportation Recharge	674.00		674
	In-District Direct Recharge			-
	Out of District Losses	901.00		901
	Carryover to 2026	-	-	(793)
	Total Projected Deliveries	38,479.70	-	37,687
Deliveries Year To Date		3,346.60	6,361	9,708
Total Deliveries		41,826.30	6,361	47,394
Available Supplies		(793)	-	-
Projected Schedule:		Feb-Dec	Jan-Feb	



MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 3

FROM: Wes Shryock

DATE: April 24, 2025

SUBJECT: Report on the Henry C. Garnett Water Purification Plant

Issue:

Report on the Henry C. Garnett Water Purification Plant.

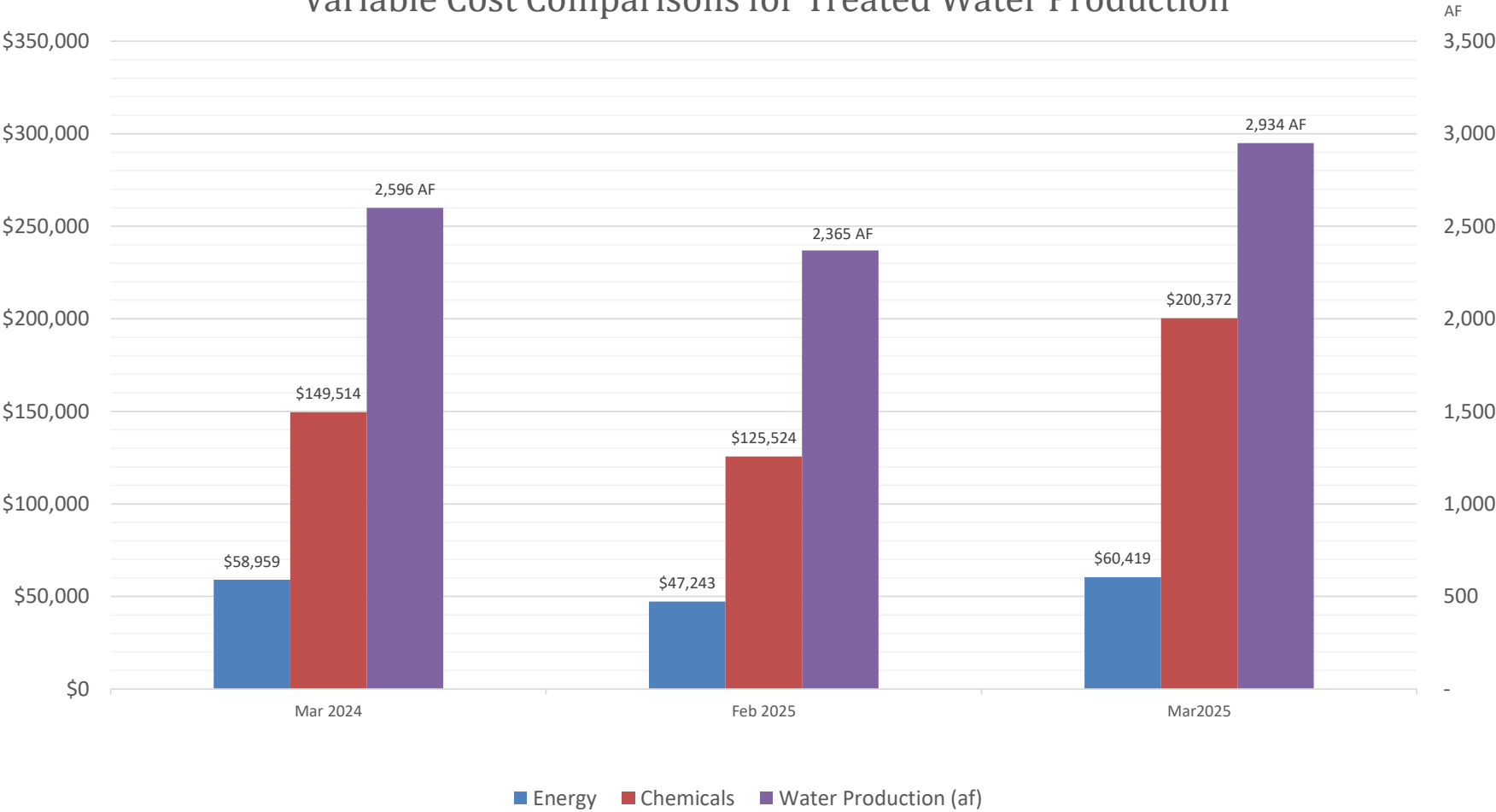
Recommended Motion:

None – information only.

Discussion:

During the month of March 2025, the Henry C. Garnett Water Purification Plant treated State Water Project water. Treated water production ranged from 20.6 million gallons per day (mgd) to 40.5 mgd. The average flow for the month was 31.2 mgd. A summary of variable cost comparisons for treated water production is provided as Attachment 1. Graphs illustrating monthly influent and filtered water total organic carbon concentrations, distribution system regulated Haloacetic Acids and Total Trihalomethane concentrations are provided as Attachment 2. A graph reflecting treated water deliveries for years 2021, 2022, 2023, 2024 and 2025 is provided as Attachment 3.

Variable Cost Comparisons for Treated Water Production



Current energy costs are estimated. Actual costs are determined when energy invoices are received.



Kern County Water Agency

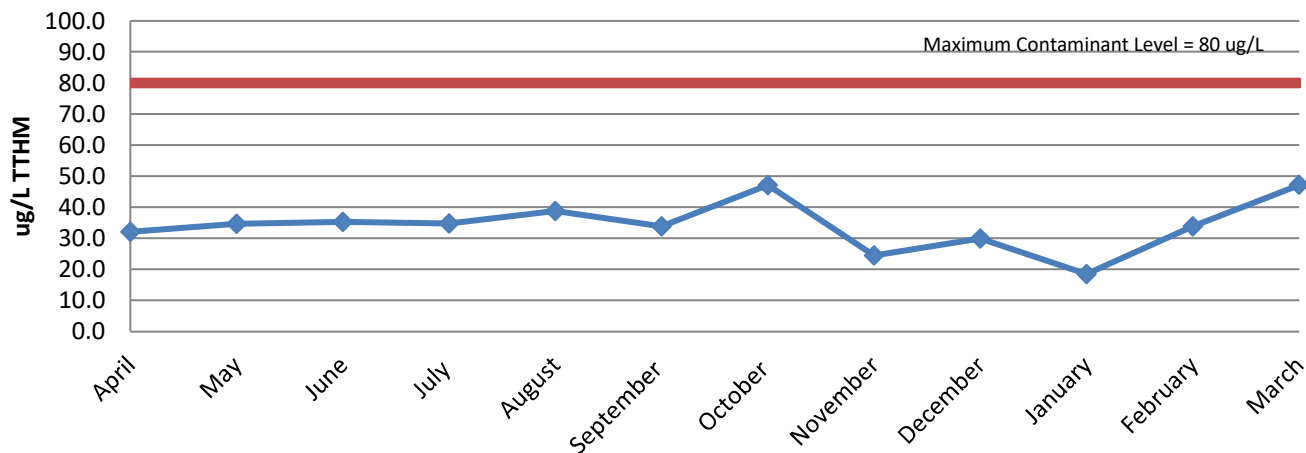
ID4 Water Quality Laboratory

The following graphs represent data collected from April 2024 to March 2025

Total Trihalomethanes (TTHM)

Distribution System Monthly Average TTHM Concentration

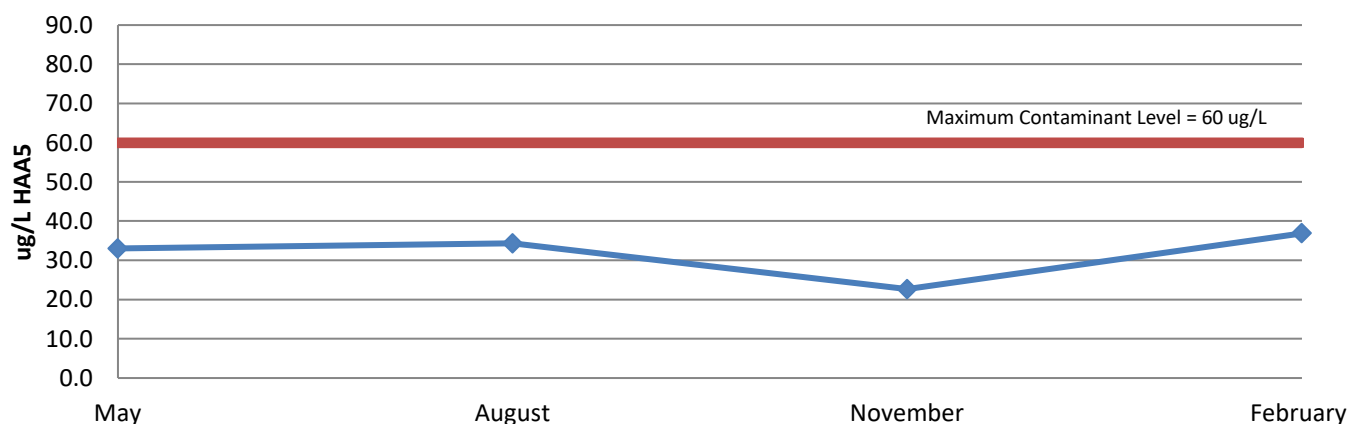
April 2024 - March 2025



Regulated Haloacetic Acids (HAA5)

Distribution System Quarterly Average HAA5 Concentration

April 2024 - March 2025



Total Organic Carbon (TOC)

Monthly Influent Water and Filtered Water TOC Concentration

April 2024 - March 2025

