KERN COUNTY WATER AGENCY

Stuart T. Pyle Water Resources Center
3200 Rio Mirada Drive
Bakersfield, California 93308

Notice of
BOARD OF DIRECTORS MEETING

August 27, 2026

Conference Line: +1(669)444-9171
Meeting ID: 915 6345 2292
Passcode: 524037

Join Zoom Meeting
https://kcwa.zoom.us/j/91563452292
Meeting ID: 915 6345 2292

AGENDA

I. Call to order – 12:00 p.m.

II. 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. Rosedale-Rio Bravo Water Storage District, *et al.* v. Kern County Water Agency, *et al.* (CVC Issues)

e. Kern Delta Water District, *et al.* v. Rosedale-Rio Bravo Water Storage District (Onyx CEQA)

f. Rosedale-Rio Bravo Water Storage District v. Buena Vista Water Storage District, *et al.* (Onyx Water Rights)

g. 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)

h. 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)

i. 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)

j. 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)

k. State Water Board Cases, Sacramento County Superior Court Case No. JCCP 5013 (Water Quality Control Plan Phase 1 Litigation)

l. Oroville Dam Cases, Sacramento County Superior Court Case No. JCCP 4974

m. Temporary Applications Filed for Kern River Water

n. Bring Back the Kern, *et al.* v. City of Bakersfield, *et al.*, Kern County Superior Court Case No. BCV-22-103220

o. Delta Conveyance Project Litigation, Court Case No. 24WM000017

p. 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)

q. Mass X, Inc. v. Kern County Water Agency, et al., Kern County Superior Court Case No. BCV-24-104394

2. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):

   a. One potential suit

3. Conference with Real Property Negotiator (Government Code section 54956.8):

   a. Negotiator: Assistant General Manager
   Property: State Water Project Water
   Parties: California Department of Water Resources and State Water Project Contractors
   Under Negotiation: Price & Terms

III. Closed Session Report

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. Consent Agenda Items
The following items are routine and will be approved collectively without discussion, unless a Board member or staff member (who has raised that issue with the Board President prior to the start of the meeting) requests that an item be removed for separate consideration:

A. <u>CONSENT AGENDA</u>

1. Minutes of Board Meetings and Committee Meetings –
   Regular Board Meeting July 23, 2026
   Special Board Meeting July 31, 2026

2. Payment of the Bills

3. Consideration of Consent to the Sale of Certain Tax-Defaulted Properties by the Kern County Treasurer-Tax Collector

4. Authorization to Sell Kern County Water Agency Surplus Equipment

5. Authorization to Approve the In-Ground Transfer of Improvement District No. 4's Previously Banked State Water Project Table 1 Water to Belridge Water Storage District on Behalf of Westside Mutual Water Company

6. Authorization to Execute a Change Order for the Sodium Hypochlorite Tanks C and F Improvements Project – Contract No. KCWA 2026-01

VII. 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 OPERATIONS COMMITTEE** – Director Johnson, Chair

1. Financial Report

2. Discussion Regarding Director Travel, Expense and Board Activity Policy – Eligible Board Activities

B. **STATE WATER PROJECT POLICY COMMITTEE** – Director Cattani, Chair

1. Update on Delta Conveyance Activities

2. Update on Legislative Activities

3. State Water Project Policy Activities

   a. Report on 2026 State Water Project and Central Valley Project Allocations and Operations

C. **WATER RESOURCES COMMITTEE** – Director Fast, Chair

1. Report of the Water Resources Manager

2. Update on Golden Mussels

   a. Emergency Action Regarding Golden Mussels

   b. Update on the Kern County Water Agency's Response to Local Golden Mussel Detections

3. Local State Water Project

   a. Report on 2026 Local State Water Project Operations and Water Transfers, Exchanges and Purchases

   b. Distribution of the Draft Fiscal Year 2027-28 Zones of Benefit Report

4. Groundwater Banking

   a. Report on 2026 Water Banking Operations

5. Sustainable Groundwater Management

   a. Report on the Kern Non-Districted Lands Authority Meetings

D. **CROSS VALLEY CANAL COMMITTEE** – Director Lundquist, Chair

1. Report of the Water Resources Manager
2. Report on the Cross Valley Canal Advisory Committee
3. Report on Cross Valley Canal Operations and Deliveries
4. Authorization to Approve an Amendment to the 2026 Cross Valley Canal Operations and Maintenance Budget

E. **IMPROVEMENT DISTRICT NO. 4 COMMITTEE** – Director Wulff, Chair

1. Report of the Improvement District No. 4 Manager
2. Report on Urban Bakersfield Advisory Committee
3. Report on the Kern River Groundwater Sustainability Agency Meeting
4. Report on Kern Water Bank Activities
5. Report on the Improvement District No. 4 2026 Water Supply and Management Plan
6. Report on the Henry C. Garnett Water Purification Plant

F. **ENGINEERING AND GROUNDWATER SERVICES COMMITTEE** – Director Kroeker, Chair

1. Update on Construction/Maintenance Projects
2. Authorization to Issue the Notice to Invite Bids for the Improvement District No. 4 North & East Pipeline Continuity Restoration Project – Contract No. KCWA 2026-05

VIII. Correspondence

IX. Brief Report on Potential New Business

X. Adjournment

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 August 21, 2026.

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.

Consent Agenda

Consent Agenda

Minutes of Board Meetings and Committee Meetings

July 23, 2026

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 Zoom.

Present Directors:	President Martin Milobar, Vice President Gene A. Lundquist, Directors Charles (Bill) W. Wulff, Jr., Laura Cattani, and Jay Kroeker
Absent Directors:	Directors Royce Fast and Tamara Johnson
Present for the Agency:	Eric Averett, 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 Wes Shryock, Improvement District No. 4 Richard Iger, Kern Delta Water District Steven Teglia, Kern Delta Water District Dan Bartel, 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 Eric McDaris, Wheeler Ridge-Maricopa Water Storage District

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

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Subject: Report of the General Counsel

General 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 Kroeker 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

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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, Cattani, Kroeker and Milobar

Noes: None

Absent: Fast and Johnson

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

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President Milobar adjourned closed session at 1:15 p.m.

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President Milobar reconvened the meeting to open session at 1:16 p.m.

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Subject: Closed Session Report

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

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Subject: Directors' Forum

None.

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Subject: Public Comment

Matt Mayry, a volunteer of Bring Back the Kern, voiced concerns regarding flows in the Kern River.

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Subject: Consent Agenda Items

The Consent Agenda items are routine and will be approved collectively without discussion, unless a Board member or staff member (who has raised that issue with the Board prior to the start of the meeting) requests that an item be removed for separate consideration.

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Action: Director Wulff made a motion and Director Lundquist seconded to approve the Consent Agenda as presented, including Resolution Nos. 36-26 through 41-26 with a roll call vote taken for the resolutions as required.

Roll call vote:	Ayes:	Wulff, Lundquist, Cattani, Kroeker and Milobar
	Noes:	None
	Absent:	Fast and Johnson

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President Milobar announced that the agenda would be reordered to accommodate a presenter's scheduling constraints. The Board first considered Administrative Operations Committee Agenda Item No. 3, followed by State Water Project Policy Committee Agenda Item No. 2. Upon completion of that item, the Board returned to the Administrative Operations Committee to consider the remaining agenda items.

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Subject: Administrative Operations Committee

In Director Johnson's absence, Director Cattani chaired the Administrative Operations Committee.

Eric Averett presented an overview of the Agency's Strategic Plan, including the Vision and Values, 2026 Goals and Objectives, and Workforce Staffing Plan. It was also announced that Taryn Ravazzini will join the Agency as Assistant General Manager – Strategic Initiatives, effective August 16, 2026.

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Subject: State Water Project Policy Committee

Taryn Ravazzini provided an update on Legislative Activities.

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Subject: Administrative Operations Committee

Nick Pavletich provided an update on the Financial Report.

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Nick Pavletich provided an update on the Treasury Report.

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Subject: State Water Project Policy Committee

Eric Averett provided an update on Delta Conveyance activities.

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Action: Director Cattani made a motion and Director Lundquist seconded to adopt Resolution No. 45-26 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, authorizing the General Manager to execute a funding agreement with the Department of Water Resources for that additional funding (subject to final revisions approved by the General Manager and General Counsel), 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 (subject to final revisions approved by the General Manager and General Counsel).

Roll call vote:	Ayes:	Wulff, Lundquist, Cattani, Kroeker and Milobar
	Noes:	None
	Absent:	Fast and Johnson

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Eric Averett provided an update on State Water Contractors Board and Contractor meetings.

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Lauren Bauer provided a report on 2026 State Water Project and Central Valley Project allocations and operations.

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Action: Director Cattani made a motion and Director Lundquist seconded to authorize the General Manager to execute an agreement with Ernst & Young, LLP for the State Water Project Audit for Fiscal Year 2026-27 for an amount not to exceed $215,000, subject to approval of General Counsel as to

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legal form, as outlined in the July 23, 2026 staff memorandum to the Water Resources Committee, Agenda Item No. 4.

Ayes: Wulff, Lundquist, Cattani, Kroeker and Milobar

Noes: None

Absent: Fast and Johnson

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Subject: Water Resources Committee

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

Lauren Bauer reported that Kassidy Frey and Josh Newfield joined the Agency, each as Water Resources Planner I in the Water Resources Department.

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Action: Director Lundquist made a motion and Director Wulff seconded for approval of the Water Supply Agreement between Kern County Water Agency and Western Hills Water District, subject to any final revisions approved by the General Manager and General Counsel, and authorization of the General Manager to execute that agreement.

Ayes: Wulff, Lundquist, Cattani, Kroeker and Milobar

Noes: None

Absent: Fast and Johnson

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Action: Director Lundquist made a motion and Director Cattani seconded to continue the emergency action regarding golden mussels, as outlined in the July 23, 2026 staff memorandum to the Water Resources Committee, Agenda Item No. 3a.

Ayes: Wulff, Lundquist, Cattani, Kroeker and Milobar

Noes: None

Absent: Fast and Johnson

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Monica Tennant provided an update on the Kern County Water Agency's Response to Local Golden Mussel Detections.

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Lauren Bauer provided a report on 2026 Local State Water Project Operations and Water Transfers, Exchanges and Purchases.

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Action: Director Lundquist made a motion and Director Kroeker seconded to adopt Resolution No. 44-26 setting the Zones of Benefit assessments for Fiscal Year 2026-27.

Roll call vote:	Ayes:	Wulff, Lundquist, Cattani, Kroeker and Milobar
	Noes:	None
	Absent:	Fast and Johnson

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Micah Clark provided a status report on 2026 water operations, and Maegan Allen provided information regarding the current water levels in the aquifer.

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Subject: Cross Valley Canal Committee

Lauren Bauer reported that Agency staff provided the Water Association of Kern County with a tour of Cross Valley Canal (CVC) Pumping Plant No. 6, which included updates on long-term operations and efforts related to golden mussel management.

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Lauren Bauer reported that the CVC Advisory Committee met on Wednesday, July 22, 2026, and Directors Kroeker, Lundquist, Milobar, and Wulff attended the meeting.

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Monica Tennant provided a report on CVC operations and deliveries.

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Subject: Improvement District No. 4 Committee

Wes Shryock reported that the Urban Bakersfield Advisory Committee did not meet this month.

Wes Shryock reported on current operations and maintenance projects and recognized Brenner Corbett on his promotion to Operations Supervisor in the Improvement District No. 4 Department.

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Wes Shryock reported on the Kern River Groundwater Sustainability Agency meeting.

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Wes Shryock provided a report on Kern Water Bank Activities.

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Donna Semar provided a report on the Improvement District No. 4 2026 water supply and management plans.

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

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Subject: Engineering and Groundwater Services Committee

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

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Subject: Correspondence

A California Farm Water Coalition report was included in the board packet for review.

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Subject: New Business

None.

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President Milobar adjourned the meeting at 2:31 p.m.

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Minutes approved by the Board of Directors of the Kern County Water Agency this 27th day of August, 2026.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

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July 31, 2026

The Board of Directors (Board) of the Kern County Water Agency (Agency) conducted its special meeting of the Board at the hour of 1:30 p.m., at the Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, in Bakersfield, California and via teleconference and Zoom.

Present Directors:	President Martin Milobar, Vice President Gene A. Lundquist, Directors Royce Fast (participated remotely from 45399 Poso Park Dr, Posey, CA 93260), Charles (Bill) W. Wulff, Jr., Laura Cattani, Tamara Johnson and Jay Kroeker
Absent Directors:	None
Present for the Agency:	Eric Averett, General Manager Stephanie N. Prince, Board Secretary James D. Ciampa, Lagerlof, LLP, participated via Zoom
Present for the Member Units:	Mark Gilkey, 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 Steven Teglia, Kern Delta Water District

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President Milobar called the meeting to order at 1:30 p.m.

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Subject: Directors' Forum

The Directors expressed concerns about the recent cybersecurity incidents reported in the news.

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Subject: Public Comment

None.

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Subject: Report of the General Counsel

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

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Action: Director Wulff made a motion and Director Kroeker 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.

Roll call vote:	Ayes:	Wulff, Lundquist, Cattani, Johnson, Kroeker and Milobar
	Noes:	None
	Absent:	Fast

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President Milobar adjourned the meeting to closed session at 1:31 p.m. Director Fast joined the meeting at that time.

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President Milobar adjourned closed session at 2:30 p.m.

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President Milobar reconvened the meeting to open session at 2:33 p.m.

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Subject: Closed Session Report

Mr. Ciampa reported that no reportable actions were taken in closed session; however, direction was given to staff with respect to Closed Session, Agenda Item No. IV.A.1.a.

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Action: Director Cattani made a motion and Director Kroeker seconded to approve an agreement with Buena Vista Water Storage District for delivery of up to 16,000 acre-feet of water.

Roll call vote:	Ayes:	Fast, Wulff, Lundquist, Cattani, Johnson, Kroeker and Milobar
	Noes:	None
	Absent:	None

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Action: Director Lundquist made a motion and Director Kroeker seconded to approve an agreement with Henry Miller Water District for delivery of up to 1,300 acre-feet of water.

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

Noes: None

Absent: None

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President Milobar adjourned the meeting at 2:38 p.m.

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Minutes approved by the Board of Directors of the Kern County Water Agency this 27th day of August, 2026.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

DRAFT

MINUTE ORDER
APPROVAL PAGE

August 27, 2026

Total Amounts Approved for Payment:

Exhibit	"A"	$12,196,480.50
Exhibit	"B"	

REVIEWED AND APPROVED BY:

PRESIDENT

DIRECTOR

MINUTE ORDER

August 27, 2026
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: $12,196,480.50

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	10,128,147.00			10,128,147.00				
Payroll Costs	Pay Periods 26-15, 26-16	998,893.60	[1]					998,893.60	Multiple Funds
Pacific Gas & Electric	June-July Charges	841,257.32		10,224.99		283,636.87	546,840.19	555.27	KCWA/BM
Lagerlof LLP	Legal Services	26,837.67						26,837.67	Multiple Funds
Nossaman LLP	Legal Services	25,345.00	*		25,345.00				
Pixley Irrigation District	CVC O&M Costs	21,120.00				21,120.00			
Kern Machinery	Tractor	17,655.58				17,655.58			
Dee Jaspar & Associates Inc.	Engineering Consulting	14,198.27					14,198.27		
Nations Roof	Roof Annual Prventative Maintenance	13,743.00				13,743.00			
The Gualco Group Inc.	State Legislative Analyst	12,825.00		513.00	12,312.00				
T. Ravazzini Consulting LLC	Strategic Consulting	12,803.32			12,803.32				
US Bank	See Exhibit "C"	11,487.21						11,487.21	Multiple Funds
Nomos LLP	Legal Services	11,080.00	*			10,800.00	280.00		Multiple Funds
Soils Engineering Inc.	Engineering Consulting	9,796.80				460.00	9,336.80		
Somach Simmons & Dunn	Legal Services	9,540.96						9,540.96	Lower River
Kern Non-Districted Land Authority	KNDLA Cash Call	7,963.00					7,963.00		
Meyer Civil Engineering Inc.	Engineering Consulting	6,424.93	*			600.00	3,151.25	2,673.68	KCWA/BM
Dale Fye dba Developing Solutions	Database Consulting	6,152.50		6,152.50					
Northern Digital Inc.	Engineering Consulting	5,149.50				5,149.50			
Hamilton Resources Economics	Water Supply Analysis	5,130.00			5,130.00				
Providence Strategic Consulting Inc.	Public Information Consulting	3,778.50						3,778.50	Multiple Funds
South Valley Water Resource Authority	Cash Call	2,080.00	*	2,080.00					
Provost & Pritchard Consulting Group	Engineering Consulting	1,999.75					1,999.75		
Sagaser, Watkins & Wieland PC	Legal Services	1,612.50				1,612.50			
South Valley Biology Consulting LLC	Biological Consulting	901.39					901.39		
Employee Expense Claims	See Exhibit "C"	557.70	*					557.70	Multiple Funds
PAGE TOTALS		$12,196,480.50		$18,970.49	$10,183,737.32	$354,777.45	$584,670.65	$1,054,324.59	

[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 August 27, 2026
EMPLOYEES AND DIRECTORS CLAIMS EXHIBIT "C"

	EMPLOYEE PAID AGENCY EXPENDITURES		AGENCY PAID CREDIT CARD PURCHASES	TOTAL EXPENDITURES
Averett, Eric L.			2,711.26	2,711.26
Gutierrez, Matthew			82.60	82.60
Ornelas, Gabriel			27.00	27.00
Pavletich, Nick			6,703.46	6,703.46
Robinson, Madison	38.75			38.75
Shryock, Wes			353.24	353.24
Van Meter, Christina			499.04	499.04
Wallace, Craig	518.95	*	701.41	1,220.36
White, Taylor			409.20	409.20
TOTAL EMPLOYEE REIMBURSEMENTS	557.70			
TOTAL CREDIT CARD PURCHASES			11,487.21	
TOTAL EMPLOYEE & CREDIT CARD PURCHASES				12,044.91

MINUTE ORDER
APPROVAL PAGE

August 27, 2026

Total Amounts Approved for Payment:

Exhibit	"A"	$2,849,871.86

REVIEWED AND APPROVED BY:

PRESIDENT _____

DIRECTOR _____

MINUTE ORDER

August 27, 2026
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; $2,849,871.86

VENDOR NAME	COMMENTS	IMPROVEMENT DISTRICT #4	
Kern Water Bank Authority	Fees for July 2026	1,742,860.00	
Pacific Gas & Electric	June-July Charges	599,847.04	
Buena Vista Water Storage District	Water Deliveries	192,164.00	
Gate Fiberglass Installers Inc.	Sodium Hypochlorite Tanks Project	79,000.00	
Brenntag Pacific LLC	Chemicals	68,548.33	*
JCI Jones Chemicals Inc.	Chemicals	64,946.50	*
Enviroclear Technologies	Chemicals	34,202.20	
South Valley Water Resources Authority	Cash Call	21,656.96	*
Sarah Clayton	Water Education Consulting	11,123.61	
Electrical Power Systems Inc.	Electrical Consulting	10,520.00	*
Kern Delta Water District	CVC Operating Costs	9,200.00	
Kern Non-Districted Land Authority	KNDLA Cash Call	7,963.00	
Pixlety Irrigation District	CVC O&M Costs	5,760.00	
Northern Digital Inc.	Engineering Consulting	2,040.00	
Provost & Pritchard	Engineering Consulting	40.22	
PAGE TOTALS		2,849,871.86	

[1] Invoice Previously Paid
[*] Invoice added after Board mailout
Note: An expense reimbursement report pursuant to Government Code Section 53065.5 is available

Kern County Water Agency

Payment Summary by Amount

7/1/2026 - 7/31/2026

Payee Name	Check Number	Check Date	Amount
Department of Water Resources	135512	07/28/2026	$ 44,038,173.00
Kern Water Bank Authority	135567	07/30/2026	1,757,492.00
Department of Water Resources	135480	07/09/2026	1,726,906.00
ACWA JPIA	135517	07/30/2026	520,996.58
Pacific Gas and Electric	135495	07/09/2026	382,538.78
Nicholas Construction	135462	07/06/2026	280,840.66
Asure-Payroll	ACH Debit	07/06/2026	231,101.21
Asure-Payroll	ACH Debit	07/20/2026	200,120.99
KCERA	County EFT	07/07/2026	160,574.94
KCERA	County EFT	07/15/2026	158,275.04
IRS/EDD - Payroll Tax Deposit	ACH Debit	07/21/2026	102,916.80
IRS/EDD - Payroll Tax Deposit	ACH Debit	07/07/2026	102,826.64
Stockdale-Aire	135467	07/06/2026	74,900.00
Electric Motor Works	135549	07/30/2026	44,283.04
Lagerlof LLP	135568	07/30/2026	38,512.50
Kern Water Bank Groundwater Sustainability Age	135491	07/09/2026	36,075.00
Pacific Gas and Electric	135582	07/30/2026	33,789.18
Empower Retirement	ACH Debit	07/13/2026	22,962.54
Pacific Gas and Electric	135583	07/30/2026	22,429.75
Flex-Claims	135553	07/30/2026	22,057.50
New Horizons Learning LLC	135573	07/30/2026	20,500.00
Adobe Inc.	135452	07/06/2026	18,900.00
U.S. Bank Corporate Payment Systems	135513	07/28/2026	16,125.80
BSK Associates	135533	07/30/2026	16,125.09
T.Ravazzini Consulting LLC	135602	07/30/2026	15,801.51
Amarok LLC	135520	07/30/2026	15,094.30
Secure Systems	135594	07/30/2026	13,900.71
Somach Simmons & Dunn Attorneys at Law	135500	07/09/2026	13,469.02
Sun Life Financial	135600	07/30/2026	13,140.05
Gualco Group,The	135557	07/30/2026	12,671.08
SGMA CC	135595	07/30/2026	11,663.70
Empower Retirement	ACH Debit	07/29/2026	11,299.43
Carney's Business Technology Center	135539	07/30/2026	11,213.11
Northern Digital Inc	135576	07/30/2026	11,167.75
Nossaman LLP	135494	07/09/2026	10,981.50
PFM Asset Management	135588	07/30/2026	10,000.00
Dee Jaspar & Associates Inc.	135546	07/30/2026	9,944.95
Pacific Gas and Electric	135580	07/30/2026	9,619.26
Flyers Energy LLC	135554	07/30/2026	7,097.74
Electrical Power Systems Inc.	135460	07/06/2026	6,990.00
Superion LLC	135601	07/30/2026	6,087.29
Sagaser Watkins & Wieland PC	135499	07/09/2026	6,037.50

Kern County Water Agency

Payment Summary by Amount

7/1/2026 - 7/31/2026

Payee Name	Check Number	Check Date	Amount
Northern Digital Inc	135463	07/06/2026	6,006.25
Bakersfield Machine Company	135458	07/06/2026	6,000.00
Prestige Worldwide Inc.	135590	07/30/2026	5,930.00
DLT Solutions LLC	135547	07/30/2026	5,447.64
Jerry and Keith's Inc.	135561	07/30/2026	5,376.92
Nomos LLP	135574	07/30/2026	5,215.00
Electric Motor Works	135459	07/06/2026	4,982.22
North Kern Water Storage District	135575	07/30/2026	4,782.28
Amazon Capital Services	135521	07/30/2026	4,474.77
Senator Seagate L.P.	135510	07/23/2026	4,470.00
Hach Company	135485	07/09/2026	4,344.42
Meyer Civil Engineering Inc.	135571	07/30/2026	4,266.00
Averett,Eric L.	135515	07/30/2026	4,248.68
Somach Simmons & Dunn Attorneys at Law	135597	07/30/2026	4,220.00
Unum Life Insurance Co. of America	135606	07/30/2026	4,158.40
AT&T Mobility	135474	07/09/2026	3,973.00
Nossaman LLP	135577	07/30/2026	3,965.50
McCormick Landscape Service Inc.	135570	07/30/2026	3,848.00
WESCO Distribution Inc.	135469	07/06/2026	3,351.44
Nomos LLP	135493	07/09/2026	3,177.98
Soils Engineering Inc.	135596	07/30/2026	3,141.00
SEIU	135509	07/23/2026	3,115.09
VWR International Inc.	135505	07/09/2026	3,053.80
ESRI	135550	07/30/2026	3,020.00
Belridge Water Storage District	135532	07/30/2026	2,943.00
Bakersfield Californian, The	135457	07/06/2026	2,785.76
Sagaser Watkins & Wieland PC	135592	07/30/2026	2,212.50
AT&T	135525	07/30/2026	1,933.06
Target Specialty Products	135604	07/30/2026	1,840.04
Clerou Tire Company Inc.	135542	07/30/2026	1,586.77
Vestis	135609	07/30/2026	1,384.44
Questys Solutions	135496	07/09/2026	1,350.00
Jim's Steel Supply	135563	07/30/2026	1,344.47
Sequoia Sandwich Company	135464	07/06/2026	1,291.28
Grainger	135556	07/30/2026	1,142.73
Jake's Tex Mex Cafe	135514	07/30/2026	1,119.89
Quinn Company	135497	07/09/2026	1,103.09
BSK Associates	135475	07/09/2026	1,069.58
Kern County Public Works	135565	07/30/2026	1,021.73
Mr. Fix-It Professional Handyman Services	135572	07/30/2026	976.50
Mr. Fix-It Professional Handyman Services	135492	07/09/2026	941.75
TPx Communications	135511	07/23/2026	930.66

Kern County Water Agency

Payment Summary by Amount

7/1/2026 - 7/31/2026

Payee Name	Check Number	Check Date	Amount
City of Bakersfield	135541	07/30/2026	910.52
Liebert Cassidy Whitmore	135569	07/30/2026	855.00
GCI Equipment Rental	135555	07/30/2026	839.51
CalNeva Water	135477	07/09/2026	825.00
Vestis	135504	07/09/2026	816.37
Personal Pest Prevention	135587	07/30/2026	814.00
Graybar Electric Co. Inc.	135484	07/09/2026	807.49
Wallace, Craig	135468	07/06/2026	803.91
White Cap L.P.	135613	07/30/2026	729.64
Verified First LLC	135608	07/30/2026	718.78
United Rentals Inc.	135502	07/09/2026	694.66
Environmental Resource Association	135481	07/09/2026	656.54
Fanucchi (Petty Cash), Dominic	135507	07/23/2026	644.11
Ken's Optical	135564	07/30/2026	629.00
Home Depot Credit Services	135488	07/09/2026	601.33
Pacific Gas and Electric	135581	07/30/2026	586.76
Pacific West Sound Inc.	135586	07/30/2026	566.15
Unum Life Insurance Co. of America	135607	07/30/2026	503.60
Vestis	135610	07/30/2026	486.76
Bakersfield Racquet Club	135506	07/23/2026	450.00
Home Depot Credit Services	135559	07/30/2026	446.98
Milobar, Martin	135508	07/23/2026	442.00
Porterville Recorder	135589	07/30/2026	429.50
Wallace, Craig	135611	07/30/2026	403.60
Avadine	135529	07/30/2026	400.00
David Janes Company	135545	07/30/2026	395.20
Soils Engineering Inc.	135465	07/06/2026	386.00
South Valley Biology Consulting LLC	135598	07/30/2026	372.93
Comcast	135544	07/30/2026	371.89
Taft Midway Driller	135603	07/30/2026	362.00
Stinson's	135599	07/30/2026	357.94
A-1 Battery Co.	135470	07/09/2026	354.85
Antelope Valley Press	135522	07/30/2026	350.00
Eurofins Drinking Water & Wastewater West	135482	07/09/2026	350.00
Crystal Clean LLC	135479	07/09/2026	340.00
U.S. Bank	135605	07/30/2026	337.36
Safety-Kleen Systems Inc.	135591	07/30/2026	305.70
Charter Communications	135540	07/30/2026	293.53
Budget Bolt Inc.	135476	07/09/2026	288.23
Jim Burke Ford	135562	07/30/2026	286.74
Capital Industrial Medical Supply	135538	07/30/2026	281.39
Kern County Superintendent of Schools	135566	07/30/2026	276.06

Kern County Water Agency

Payment Summary by Amount

7/1/2026 - 7/31/2026

Payee Name	Check Number	Check Date	Amount
Colonial Life Insurance	135543	07/30/2026	273.28
Kern County Public Works	135489	07/09/2026	261.61
Meyer Civil Engineering Inc.	135461	07/06/2026	260.00
Trinity Safety Company	135501	07/09/2026	254.60
Bakersfield Well & Pump Co.	135531	07/30/2026	250.00
Bakersfield Californian, The	135530	07/30/2026	244.16
Charter Communications	135478	07/09/2026	230.00
Industrial Shoeworks	135560	07/30/2026	227.27
HD Supply Formerly Home Depot Pro	135486	07/09/2026	220.80
H & S Hose & Supply Inc.	135558	07/30/2026	199.07
Grainger	135483	07/09/2026	197.23
Pacific Gas and Electric	135579	07/30/2026	193.51
AT&T	135524	07/30/2026	192.51
Auto Zone	135528	07/30/2026	178.68
SAMBA Holdings Inc.	135593	07/30/2026	167.62
WESCO Distribution Inc.	135612	07/30/2026	153.12
Advanced Data Storage	135518	07/30/2026	149.00
A-1 Battery Co.	135516	07/30/2026	135.15
FedEX	135552	07/30/2026	133.53
AT&T	135526	07/30/2026	130.04
Open & Shut Enterprises	135578	07/30/2026	130.00
Home Depot Credit Services	135487	07/09/2026	124.16
United Site Services	135503	07/09/2026	109.70
AT&T Mobility	135527	07/30/2026	106.55
California Water Service Company	135536	07/30/2026	103.72
Budget Bolt Inc.	135534	07/30/2026	101.54
Stancil, Desmond	135466	07/06/2026	100.00
Pacific Gas and Electric	135585	07/30/2026	99.77
AT&T	135454	07/06/2026	95.18
AT&T	135472	07/09/2026	94.18
Ameriflex	ACH Debit	07/16/2026	92.70
AT&T	135473	07/09/2026	78.89
EAN Services LLC	135548	07/30/2026	68.73
AT&T	135471	07/09/2026	66.06
Rain for Rent Irrigation	135498	07/09/2026	57.37
Applied Technology Group Inc.	135523	07/30/2026	55.00
Pacific Gas and Electric	135584	07/30/2026	43.43
Kern Turf Supply	135490	07/09/2026	39.87
California Water Service Company	135535	07/30/2026	38.08
Fanucchi, Dominic	135551	07/30/2026	35.82
AT&T	135455	07/06/2026	33.37
AT&T	135453	07/06/2026	32.14

Kern County Water Agency

Payment Summary by Amount

7/1/2026 - 7/31/2026

Payee Name	Check Number	Check Date	Amount
AT&T	135456	07/06/2026	32.14
AgSpray Equipment	135519	07/30/2026	27.22
California Water Service Company	135537	07/30/2026	26.80
Wienhoff Drug Testing	135614	07/30/2026	6.00
		Total	$ 50,384,768.21

Legend:

County EFT (Electronic Funds Transfer)

- Transfer from the Agency account to the County General account.

ACH Debit (Automated Clearing House)

- Automatic withdrawal from the Agency's checking account by the vendor.

Wire Transfer

- Transfer from the Agency checking account to the vendor.

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 3

FROM: Nick Pavletich

DATE: August 27, 2026

SUBJECT: Consideration of Consent to the Sale of Certain Tax-Defaulted Properties by the Kern County Treasurer-Tax Collector

Issue:
The Kern County Treasurer-Tax Collector has requested the Kern County Water Agency's consent to the proposed sale of certain tax-defaulted properties scheduled to be sold at auction.

Recommended Motion:
Adopt Resolution No. 46-26 consenting to the sale of certain tax-defaulted properties as approved by the Kern County Board of Supervisors in Resolution No. 2026-186.

Discussion:
The Kern County Treasurer-Tax Collector has requested the Kern County Water Agency's (Agency) consent to the sale of certain tax-defaulted properties. Sale of tax-defaulted properties is expected to generate more general property taxes for the Agency, as well as for other public entities receiving property taxes from these parcels. The Agency may object to the sale of any property proposed for this sale if there is a desire by the Agency to purchase one or more of the properties at the minimum bid.

There are no properties on the current list which staff recommends the Agency acquire.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the Matter of:

CONSENT TO THE SALE OF TAX-DEFAULTED PROPERTIES AS APPROVED BY THE KERN COUNTY BOARD OF SUPERVISORS IN RESOLUTION NO. 2026-186	* * * * *

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 27th day of August, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

_____

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

Resolution No. 46-26

WHEREAS, the Kern County Board of Supervisors has granted approval to the Kern County Treasurer-Tax Collector for the public auction of certain tax-defaulted properties; and

WHEREAS, in accordance with Revenue and Taxation Code section 3700(b), the County of Kern informed the Kern County Water Agency (Agency) of the sale and requested the Agency's consent to the

sale of certain tax-defaulted properties as approved by the Kern County Board of Supervisors in Resolution No. 2026-186; and

WHEREAS, the Agency reasonably estimates that the sale of tax-defaulted properties provides an economic advantage to the Agency; and

WHEREAS, there are no properties on the current list which staff recommends the Agency acquire; and

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

1. The foregoing recitals are true and correct.

2. The Agency consents to the sale of certain tax-defaulted properties as approved by the Kern County Board of Supervisors in Resolution No. 2026-186.

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 4

FROM: Nick Pavletich

DATE: August 27, 2026

SUBJECT: Authorization to Sell Kern County Water Agency Surplus Equipment

Issue:
Consider selling Kern County Water Agency surplus equipment.

Recommended Motion:
Adopt Resolution No. 47-26 authorizing the sale of Kern County Water Agency surplus equipment.

Discussion:
Kern County Water Agency (Agency) staff recommends authorizing the sale of surplus items described in Exhibit A to Resolution No. 47-26 via public auction pursuant to Government Code section 25363 and section 11 of the Agency Act. Agency Board of Directors or staff who have been part of the decision-making process to surplus an item, or declare an item as surplus property, may not bid on such an item.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZATION TO SELL *
KERN COUNTY WATER *
AGENCY SURPLUS EQUIPMENT *

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 27th day of August, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 47-26

WHEREAS, in the normal course of business, Kern County Water Agency (Agency) operations will no longer require the use of certain property; and

WHEREAS, Government Code section 25363 and section 11 of the Agency Act provide a mechanism to dispose of surplus property; and

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

1. The foregoing recitals are true and correct.

2. Exhibit A attached hereto contains a list of surplus items that the Agency is authorized to sell in conformance with applicable law.

EXHIBIT A

General Fund

Qty.	Description
Misc.	Appliances, Small
45	Chairs, Audience/Guest
13	Chairs, Executive (Boardroom)
4	Chairs, Office
29	Chairs, Stacking
Misc.	Equipment, Engineering
7	File Cabinets
3	Tables
1	Vehicle, GMC Acadia

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 5

FROM: Chelsea Palmer

DATE: August 27, 2026

SUBJECT: Authorization to Approve the In-Ground Transfer of Improvement District No. 4's Previously Banked State Water Project Table 1 Water to Belridge Water Storage District on Behalf of Westside Mutual Water Company

Issue:
Consider authorizing approval of the in-ground transfer of Improvement District No. 4's previously banked State Water Project Table 1 water to Belridge Water Storage District on behalf of Westside Mutual Water Company.

Recommended Motion:
Authorize approval of the in-ground transfer of and to enter into an indemnification agreement for Improvement District No. 4's previously banked State Water Project Table 1 water to Belridge Water Storage District, subject to approval of General Counsel as to legal form, as outlined in the August 27, 2026 staff memorandum to the Board of Directors, Agenda Item No. 5.

Discussion:
Improvement District No. 4 has proposed to transfer 776 acre-feet of its previously banked State Water Project Table 1 water to Belridge Water Storage District on behalf of Westside Mutual Water Company. This will be an in-ground transfer in the Kern Water Bank. Kern County Water Agency staff have reviewed the proposed transfer and recommend approval of the transfer and to enter into the indemnification agreement provided as Attachment 1.

Directors:

Jay Kroeker
Division 1

Laura Cattani
Division 2

Martin Milobar
President
Division 3

Tamara Johnson
Division 4

Charles (Bill) W. Wulff, Jr.
Division 5

Royce Fast
Division 6

Gene A. Lundquist
Vice President
Division 7

Eric L. Averett
General Manager

James Ciampa
Lagerlof, LLP
General Counsel

August 27, 2026

Mr. Wes Shryock
Improvement District No. 4
3200 Rio Mirada Drive
Bakersfield, CA 93308

Mr. Justin Rowe
Belridge Water Storage District
8501 Brimhall Road, Building 200
Suite 202
Bakersfield, CA 93312

Re: In-Ground Transfer of Improvement District No. 4's Previously Banked State Water Project Table 1 Water to Belridge Water Storage District on Behalf of Westside Mutual Water Company

Dear Mr. Shryock and Mr. Rowe:

Improvement District No. 4 (ID4) has requested that the Kern County Water Agency (Agency) facilitate an in-ground transfer of up to 776 acre-feet of its previously banked State Water Project (SWP) Table 1 water to Belridge Water Storage District (Belridge) in the Kern Water Bank on behalf of Westside Mutual Water Company (Westside Mutual). The Agency is willing to facilitate the transfer, provided that ID4 and Belridge agree to the following terms and conditions:

1. The term of this Agreement shall be effective upon the execution by the Agency, ID4 and Belridge, and shall remain in effect until five years after ID4 has delivered its previously banked SWP Table 1 water to Belridge.

2. ID4 shall pay all charges invoiced by the Agency for the previously banked SWP Table 1 water transferred to Belridge.

3. All payments shall be due 45 days after the date of the Agency's invoice. Late payments shall be subject to interest charges at the rate of 1 percent per month on the unpaid balance from the due date until the unpaid balance is paid off.

Phone No. (661) 634-1400

Mailing Address
3200 Rio Mirada Drive
Bakersfield, CA 93308

4. In the event of claim of liability or legal action commenced against the Agency for any environmental violations, including but not limited to the California Environmental Quality Act, that arises as a result of ID4's transfer to Belridge, ID4 and Belridge shall defend, indemnify and hold the Agency and any of its Directors, officers, or employees harmless from any and all costs and expenses (including, but not limited to, attorneys' fees and expert costs) incurred in connection with such claim or legal action.

5. In the event of claim of liability against the Agency that arises as a result of ID4's transfer to Belridge, ID4 and Belridge shall defend (including expert costs), indemnify and hold the Agency and any of its Directors, officers, or employees harmless from any such claim.

If the above is acceptable, please sign and date this letter and return to the Agency. This Agreement will be executed in counterparts. A fully executed original will be returned to ID4 and Belridge.

Sincerely,

Lauren Bauer
Water Resources Manager

The foregoing constitutes the agreement between the Agency, ID4 and Belridge as a condition of the Agency approving the transfer of ID4's previously banked SWP Table 1 water to Belridge on behalf of Westside Mutual.

Accepted:

Kern County Water Agency

By:_____

Title:_____

Date:_____

Improvement District No. 4

By:_____

Title:_____

Date:_____

Belridge Water Storage District

By:_____

Title:_____

Date:_____

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 6

FROM: David Pieper

DATE: August 27, 2026

SUBJECT: Authorization to Execute a Change Order for the Sodium Hypochlorite Tanks C and F Improvements Project – Contract No. KCWA 2026-01

Issue:
Consider authorizing the execution of a change order for the Sodium Hypochlorite Tanks C and F Improvements Project – Contract No. KCWA 2026-01.

Recommended Motion:
Authorize execution of a change order for Sodium Hypochlorite Tanks C and F Improvements Project – Contract No. KCWA 2026-01 in the amount of $40,000 and for a contract time extension of 30 calendar days, subject to approval of General Counsel as to legal form, as outlined in the August 27, 2026 staff memorandum to the Board of Directors, Agenda Item No. 6.

Discussion:
On March 30, 2026, Kern County Water Agency (Agency) staff issued the Notice of Award letter to Gates Fiberglass Installers, Inc. for the Sodium Hypochlorite Tanks C and F Improvements Project – Contract No. KCWA 2026-01.

The Contract change order adds an additional hypochlorite tank to be repaired and extends the duration of the existing contract to account for 30 calendar days. The proposed contract change order is provided as Attachment 1. Agency staff is recommending execution of the change order for an amount not to exceed $40,000 and for a contract time extension of 30 calendar days.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the August 26, 2026 meeting.

Contract Change Order No. 1
Kern County Water Agency
ID4 Sodium Hypochlorite Tanks C and F Improvements Project KCWA-2026-01

				Amount, $	Days
Contractor:	Gates Fiberglass Installers, Inc.				
Engineer:	James D Gardiner (KCWA)	***Orig. Contract Amount***	$	79,000.00	90
CM:	David Pieper (KCWA)	***Prev. Appvd Changes***	$	-	0
CO No:	1	***Current Contract Amount***	$	79,000.00	90
		This Change Amount	$	37,577.50	30
		Revised Contract Amount	$	116,577.50	120

This change order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for the lump sum price agreed upon between the Contractor and the Kern County Water Agency, otherwise referred to as the Owner.

PCO #	Description of Changes	Increase in Contract Amount $	Decrease in Contract Amount $	Contract Time Elapsed
1	Additional Sodium Hypochlorite Tank Repair Justification: Existing Sodium Hypochlorite Tank is actively leaking and requires repair.	$ 37,577.50		30
Subtotal		$ 37,577.50	$ -	30
Net Change in Contract Amount		**$ 37,577.50**		**30**

The Contract Price is modified by the sum of $37577.50 and Contract Time is modified by 30 calendar days.
By signing this Change Order, the Contractor: (1) agrees to the foregoing modifications to the Contract Price and Contract Time; (2) agrees that such modifications are inclusive of all labor, services, material, equipment and time necessary to complete the added Work identified under the Description of Changes and/or represents an appropriate reduction in the Contract Price and/or Contract Time for the deleted Work identified under the Description of Changes; and (3) agrees that Contractor shall not be entitled to any further modifications to the Contract Time or Contract Price except as provided in this Change Order for the added and/or deleted Work identified under the Description of Changes. This Change Order amends the Contract and, except as provided in this Change Order, all other provisions of the Contract and Contract Documents continue in full force and effect. This Change Order is effective when signed by the representative(s) of the Agency identified below.

Recommended: _____ /KCWA Inspector (David Pieper)
(Signature) (Date)

Accepted: _____ /Contractor (Gates Fiberglass Installers, Inc.)
(Signature) (Date)

Approved: _____ /KCWA Engineer (James D. Gardiner)
(Signature) (Date)

Administrative Operations Committee

Financial Report

Presented to:

KCWA
Board of Directors

July 2026

Prepared by:

Administrative Operations Department

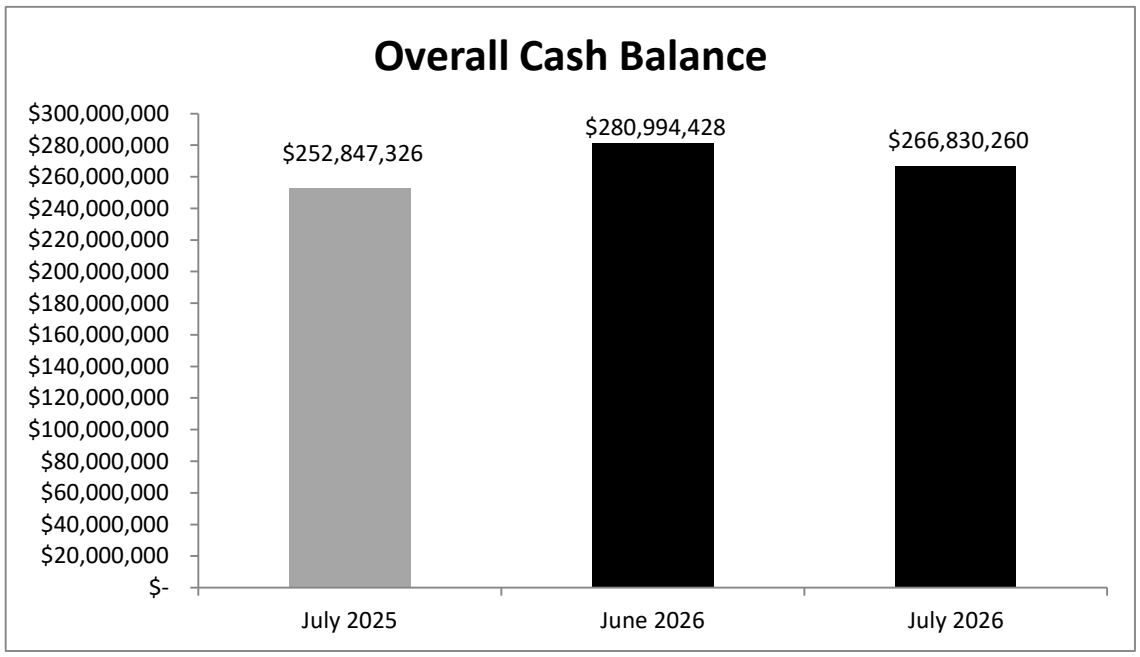
August 27, 2026

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July 31, 2026
Cash Report
(All funds combined)

	July 2025	June 2026	July 2026
Beginning Cash Balance:	$ 281,342,624	$ 252,847,326	$ 280,994,428
Total Cash Receipts:	$ 14,669,243	$ 31,875,225	$ 36,220,600
Total Cash Disbursements:	$ (43,164,541)	$ (17,070,292)	$ (50,384,768)
Ending Cash Balance:	$ 252,847,326	$ 280,994,428	$ 266,830,260



KERN COUNTY WATER AGENCY
CASH BALANCES - ALL FUNDS [1]
July 31, 2026

FUND NAME	REGULAR CASH	RESTRICTED CASH	FOOT-NOTE	ADD: ACCOUNTS RECEIVABLE	LESS:LIABILITIES/ ENCUMBRANCES	NET NON-DISCRETIONARY	NET DISCRETIONARY
General Fund	36,832,129	$312,281	[B]	$0	$23,351	$0	$37,121,059
State Contract Payment	38,615,733	368,876	[A]	(19,624)	38,964,985	0	0
Kern Fan Monitoring Comm	(116,143)	0		0	0	(116,143)	0
Kern Water Bank	(62,439)	0		0	0	(62,439)	0
Zone of Benefit #7	51,530,012	7,090,303	[C]	0	0	58,620,314	0
Zone of Benefit #17	35,530,629	0		0	0	35,530,629	0
Zone of Benefit #18	4,209,857	0		0	0	4,209,857	0
Zone of Benefit #19	31,150,460	0		0	0	31,150,460	0
Western Hills	(876,653)	0		11,193,249	0	10,316,596	0
Lower Kern River	1,833,324	0		0	0	1,833,324	0
Entitlement Retention	(2,264,614)	0		0	0	0	(2,264,614)
Water Management	28,114,730	1,000,000	[D]	0	0	1,000,000	28,114,730
Improvement District No. 1	828,926	0		0	0	828,926	0
Improvement District No. 3	(62,710)	0		0	0	0	(62,710)
Improvement District No.4	7,217,108	0		492,046	1,810,468	5,898,686	0
Imp. District No.4 Bonds	5,274,382	0		809,531	89,185	5,994,728	0
CVC Operations	5,747,303	0		30	0	5,747,333	0
CVC Power	(575,685)	0		0	137,016	(712,701)	0
CVC Replacement	203,588	0		0	0	203,588	0
CVC Third Party	757,588	0		0	0	757,588	0
KCWA/BMWD Jt. Banking	1,819,699	0		0	499	1,819,200	0
Pioneer Project	10,093,778	0		0	526,819	9,566,959	0
Westlands Payback	1,659,894	0		0	0	1,659,894	0
MU Participation in CVC	(399,770)	0		3,071	0	(396,699)	0
Section 125 Plan	11,165	0		0	0	11,165	0
Unallocated Interest	986,514	0		0	0	0	986,514
TOTAL KCWA CASH	$258,058,800	$8,771,460		$12,478,302	$41,552,322	$173,861,265	$63,894,980

Total	$ 266,830,260

[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

Kern County Water Agency
Accounts Receivable Aging
July 31, 2026

	Total	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
State Contract Payment Fund						
Tejon-Castac WD	($19,624.00)	$0.00	($19,624.00)	$0.00	$0.00	$0.00
State Contract Payment Fund Total:	**($19,624.00)**	**$0.00**	**($19,624.00)**	**$0.00**	**$0.00**	**$0.00**
Western Hills Fund						
Western Hills WD	$11,193,249.00	$0.00	$865,157.00	$0.00	$0.00	$10,328,092.00
Western Hills Fund Total:	**$11,193,249.00**	**$0.00**	**$865,157.00**	**$0.00**	**$0.00**	**$10,328,092.00**
Impr. Dist. No. 4 Operations						
City of Bakersfield DWR	$55,552.02	$55,552.02	$0.00	$0.00	$0.00	$0.00
California Water Service	$223,523.46	$223,523.46	$0.00	$0.00	$0.00	$0.00
East Niles CSD	$147,439.62	$147,439.62	$0.00	$0.00	$0.00	$0.00
North of the River MWD	$65,530.58	$65,530.58	$0.00	$0.00	$0.00	$0.00
Impr. Dist. No. 4 Operations Total:	**$492,045.68**	**$492,045.68**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Impr. Dist. No. 4 Bonds						
City of Bakersfield DWR	$809,531.00	$0.00	$809,531.00	$0.00	$0.00	$0.00
Impr. Dist. No. 4 Bonds Total:	**$809,531.00**	**$0.00**	**$809,531.00**	**$0.00**	**$0.00**	**$0.00**
Cross Valley Canal Operations						
Tejon-Castac WD	$30.00	$0.00	$0.00	$0.00	$30.00	$0.00
Cross Valley Canal Operations Total:	**$30.00**	**$0.00**	**$0.00**	**$0.00**	**$30.00**	**$0.00**
Agency Participation in CVC						
Berrenda Mesa WD	$2,924.00	$0.00	$2,924.00	$0.00	$0.00	$0.00
Tejon-Castac WD	$146.50	$0.00	$146.50	$0.00	$0.00	$0.00
Agency Participation in CVC Total:	**$3,070.50**	**$0.00**	**$3,070.50**	**$0.00**	**$0.00**	**$0.00**
Report Total:	**$12,478,302.18**	**$492,045.68**	**$1,658,134.50**	**$0.00**	**$30.00**	**$10,328,092.00**

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

CONSULTANT	ONE MONTH ENDED JULY 31, 2026												
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
CONSULTING ENGINEERS													
Dee Jaspar & Associates, Inc.	9,945												9,945
Meyer Civil Engineering Inc.	4,526												4,526
Soils Engineering Inc.	3,527												3,527
SUBTOTAL	17,998	-	-	-	-	-	-	-	-	-	-	-	17,998
									.				
AUDIT SERVICES													
Ernst & Young	-												-
Daniells Phillips Vaughan & Bock	-												-
SUBTOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CONSULTANTS													
Northern Digital Inc.	17,174												17,174
T.Ravazzini Consulting LLC	15,802												15,802
The Gualco Group	12,671												12,671
Electrical Power Systems Inc.	6,990												6,990
Pacific West Sound Inc.	566												566
South Valley Biology Consulting	373												373
SUBTOTAL	53,576	-	-	-	-	-	-	-	-	-	-	-	53,576
TOTAL CONSULTANT FEES	$ 71,574	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 71,574

Fund 001 General Fund
Jul 31, 2026

	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	255,060	0	255,060		255,060	0	255,060		8,480,000	3
Reimbursements	313,465	314,100	(635)	99	313,465	314,100	(635)	99	3,815,620	8
Interest Income	(26,649)	0	(26,649)		(26,649)	0	(26,649)		1,400,000	(1)
Other Revenue	0	0	0		0	0	0		377,200	
Total Revenues	541,876	314,100	227,776	172	541,876	314,100	227,776	172	14,072,820	3
Expenditures										
Labor Costs	419,727	362,130	(57,597)	115	419,727	362,130	(57,597)	115	4,651,260	9
Operations	0	175	175		0	175	175		6,750	
Maintenance	15,472	35,983	20,511	42	15,472	35,983	20,511	42	384,100	4
Administration	34,268	207,495	173,227	16	34,268	207,495	173,227	16	742,770	4
Prof Services	0	479,633	479,633		0	479,633	479,633		652,200	
Capital Outlays	0	900,000	900,000		0	900,000	900,000		975,000	
Other Expenses	16,359	15,420	(939)	106	16,359	15,420	(939)	106	393,350	4
Total Expenditures	485,826	2,000,836	1,515,010	24	485,826	2,000,836	1,515,010	24	7,805,430	6
Interfund Transfers										
Transfers Out	0	0	0		0	0	0		8,333,786	
Net Transfers	0	0	0		0	0	0		(8,333,786)	
Net After Transfers	56,049	(1,686,736)	1,742,786	(3)	56,049	(1,686,736)	1,742,786	(3)	(2,066,395)	(2)

Fund 001 General Fund

Core 01 General Fund Revenues

Jul 31, 2026

	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	255,060	0	255,060		255,060	0	255,060		8,480,000	3
Reimbursements	313,465	314,100	(635)	99	313,465	314,100	(635)	99	3,769,200	8
Interest Income	(26,649)	0	(26,649)		(26,649)	0	(26,649)		1,400,000	(1)
Other Revenue	0	0	0		0	0	0		377,200	
Total Revenues	541,876	314,100	227,776	172	541,876	314,100	227,776	172	14,026,400	3
Expenditures										
Administration	0	86,600	86,600		0	86,600	86,600		86,600	
Prof Services	0	1,433	1,433		0	1,433	1,433		17,200	
Other Expenses	0	0	0		0	0	0		230,000	
Total Expenditures	0	88,033	88,033		0	88,033	88,033		333,800	
Interfund Transfers										
Transfers Out	0	0	0		0	0	0		8,333,786	
Net Transfers	0	0	0		0	0	0		(8,333,786)	
Net After Transfers	541,875	226,066	315,809	239	541,875	226,066	315,809	239	5,358,814	10

Fund 001 General Fund
Core 05 Budget & Treasury
Jul 31, 2026

	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	7,084	17,670	10,586	40	7,084	17,670	10,586	40	227,800	3
Administration	0	2,000	2,000		0	2,000	2,000		13,900	
Prof Services	0	1,249	1,249		0	1,249	1,249		15,000	
Other Expenses	10,000	100	(9,900)	10,000	10,000	100	(9,900)	10,000	37,200	26
Total Expenditures	17,084	21,019	3,935	81	17,084	21,019	3,935	81	293,900	5
Net After Transfers	(17,085)	(21,019)	3,934	81	(17,085)	(21,019)	3,934	81	(293,899)	5

Fund 001 General Fund
Core 06 Administrative Facilities
Jul 31, 2026

	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	4,279	10,520	6,241	40	4,279	10,520	6,241	40	135,580	3
Operations	0	0	0		0	0	0		1,000	
Maintenance	4,493	17,000	12,507	26	4,493	17,000	12,507	26	205,000	2
Administration	787	12,250	11,463	6	787	12,250	11,463	6	151,400	
Prof Services	0	250	250		0	250	250		3,000	
Capital Outlays	0	310,000	310,000		0	310,000	310,000		310,000	
Other Expenses	0	0	0		0	0	0		3,600	
Total Expenditures	9,559	350,020	340,461	2	9,559	350,020	340,461	2	809,580	1
Net After Transfers	(9,559)	(350,020)	340,460	2	(9,559)	(350,020)	340,460	2	(809,580)	1

Fund 001 General Fund
Core 10 Board Policy
Jul 31, 2026

	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	11,103	0	(11,103)		11,103	0	(11,103)		0	
Administration	5,740	0	(5,740)		5,740	0	(5,740)		0	
Total Expenditures	16,843	0	(16,843)		16,843	0	(16,843)		0	
Net After Transfers	(16,842)	0	(16,842)		(16,842)	0	(16,842)		0	

Fund 001 General Fund
Core 11 KCWA Management
Jul 31, 2026

	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	27,780	0	(27,780)		27,780	0	(27,780)		0	
Administration	0	0	0		0	0	0		0	
Total Expenditures	27,780	0	(27,780)		27,780	0	(27,780)		0	
Net After Transfers	(27,779)	0	(27,779)		(27,779)	0	(27,779)		0	

Fund 001 General Fund
Core 14 Non SWP/Non MU Water Mgmt
Jul 31, 2026

	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	1,465	18,300	16,835	8	1,465	18,300	16,835	8	235,240	
Operations	0	50	50		0	50	50		50	
Administration	0	18,410	18,410		0	18,410	18,410		26,390	
Prof Services	0	15,000	15,000		0	15,000	15,000		15,000	
Total Expenditures	1,465	51,760	50,295	2	1,465	51,760	50,295	2	276,680	
Net After Transfers	(1,464)	(51,760)	50,295	2	(1,464)	(51,760)	50,295	2	(276,680)	

Fund 001 General Fund

Core 52 Operations Group Home Cost Ctr

Jul 31, 2026

	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	69,998	0	(69,998)		69,998	0	(69,998)		0	
Maintenance	4,976	0	(4,976)		4,976	0	(4,976)		0	
Administration	1,141	0	(1,141)		1,141	0	(1,141)		0	
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		0	0	0		0	
Total Expenditures	76,115	0	(76,115)		76,115	0	(76,115)		0	
Net After Transfers	(76,114)	0	(76,114)		(76,114)	0	(76,114)		0	

Fund 001 General Fund
Core 85 Water Well Ordinance
Jul 31, 2026

	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	0	0		46,420	
Total Revenues	0	0	0		0	0	0		46,420	
Expenditures										
Labor Costs	363	2,020	1,657	17	363	2,020	1,657	17	26,040	1
Administration	0	800	800		0	800	800		1,300	
Total Expenditures	363	2,820	2,457	12	363	2,820	2,457	12	27,340	1
Net After Transfers	(363)	(2,820)	2,456	12	(363)	(2,820)	2,456	12	19,080	(1)

Fund 001 General Fund
Core 86 EGS Home Code
Jul 31, 2026

	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	40,801	0	(40,801)		40,801	0	(40,801)		0	
Maintenance	96	0	(96)		96	0	(96)		0	
Administration	0	0	0		0	0	0		0	
Total Expenditures	40,897	0	(40,897)		40,897	0	(40,897)		0	
Net After Transfers	(40,896)	0	(40,896)		(40,896)	0	(40,896)		0	

Fund 001 General Fund
Core 87 Groundwater Activities
Jul 31, 2026

	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	35,808	35,110	(698)	101	35,808	35,110	(698)	101	449,820	7
Operations	0	0	0		0	0	0		4,000	
Maintenance	0	0	0		0	0	0		3,300	
Administration	0	5,290	5,290		0	5,290	5,290		18,290	
Prof Services	0	260,000	260,000		0	260,000	260,000		260,000	
Other Expenses	0	4,400	4,400		0	4,400	4,400		4,400	
Total Expenditures	35,808	304,800	268,992	11	35,808	304,800	268,992	11	739,810	4
Net After Transfers	(35,807)	(304,800)	268,992	11	(35,807)	(304,800)	268,992	11	(739,810)	4

Fund 001 General Fund
Core 88 Intertie Activities
Jul 31, 2026

	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	360	200	(160)	180	360	200	(160)	180	2,560	14
Administration	0	0	0		0	0	0		100	
Prof Services	0	20,000	20,000		0	20,000	20,000		20,000	
Total Expenditures	360	20,200	19,840	1	360	20,200	19,840	1	22,660	1
Net After Transfers	(361)	(20,200)	19,838	1	(361)	(20,200)	19,838	1	(22,660)	1

Fund 001 General Fund
Core 89 Indian Wells Valley
Jul 31, 2026

	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	1,137	5,640	4,503	20	1,137	5,640	4,503	20	74,040	1
Administration	0	1,200	1,200		0	1,200	1,200		3,800	
Other Expenses	0	800	800		0	800	800		800	
Total Expenditures	1,137	7,640	6,503	14	1,137	7,640	6,503	14	78,640	1
Net After Transfers	(1,136)	(7,640)	6,503	14	(1,136)	(7,640)	6,503	14	(78,640)	1

Fund 001 General Fund
Core 93 Risk Management and Safety
Jul 31, 2026

	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	26,511	34,500	7,989	76	26,511	34,500	7,989	76	444,180	5
Administration	0	10,200	10,200		0	10,200	10,200		19,100	
Prof Services	0	500	500		0	500	500		6,000	
Total Expenditures	26,511	45,200	18,689	58	26,511	45,200	18,689	58	469,280	5
Net After Transfers	(26,512)	(45,200)	18,687	58	(26,512)	(45,200)	18,687	58	(469,280)	5

Fund 001 General Fund
Core 94 Human Resources
Jul 31, 2026

	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	58,674	76,700	18,026	76	58,674	76,700	18,026	76	986,440	5
Operations	0	125	125		0	125	125		1,500	
Maintenance	0	150	150		0	150	150		1,800	
Administration	23,507	2,670	(20,837)	880	23,507	2,670	(20,837)	880	67,940	34
Prof Services	0	3,400	3,400		0	3,400	3,400		56,000	
Other Expenses	879	2,720	1,841	32	879	2,720	1,841	32	32,950	2
Total Expenditures	83,060	85,765	2,705	96	83,060	85,765	2,705	96	1,146,630	7
Net After Transfers	(83,059)	(85,765)	2,705	96	(83,059)	(85,765)	2,705	96	(1,146,630)	7

Fund 001 General Fund
Core 95 Accounting and Finance
Jul 31, 2026

	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	62,837	63,310	473	99	62,837	63,310	473	99	814,280	7
Maintenance	5,907	0	(5,907)		5,907	0	(5,907)		26,000	22
Administration	0	7,575	7,575		0	7,575	7,575		39,250	
Prof Services	0	0	0		0	0	0		80,000	
Capital Outlays	0	5,000	5,000		0	5,000	5,000		5,000	
Other Expenses	0	400	400		0	400	400		400	
Total Expenditures	68,744	76,285	7,541	90	68,744	76,285	7,541	90	964,930	7
Net After Transfers	(68,744)	(76,285)	7,540	90	(68,744)	(76,285)	7,540	90	(964,930)	7

Fund 001 General Fund
Core 96 Administrative Grounds Maint
Jul 31, 2026

	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	2,116	4,830	2,714	43	2,116	4,830	2,714	43	61,780	3
Maintenance	0	5,833	5,833		0	5,833	5,833		120,000	
Administration	0	50	50		0	50	50		19,900	
Prof Services	0	2,500	2,500		0	2,500	2,500		2,500	
Total Expenditures	2,116	13,213	11,097	16	2,116	13,213	11,097	16	204,180	1
Net After Transfers	(2,116)	(13,213)	11,096	16	(2,116)	(13,213)	11,096	16	(204,179)	1

Fund 001 General Fund
Core 97 General Support Services
Jul 31, 2026

	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	0	0	0		0	0	0		0	
Total Revenues	0	0	0		0	0	0		0	
Expenditures										
Labor Costs	69,411	93,330	23,919	74	69,411	93,330	23,919	74	1,193,500	5
Operations	0	0	0		0	0	0		200	
Maintenance	0	13,000	13,000		0	13,000	13,000		28,000	
Administration	3,093	60,450	57,357	5	3,093	60,450	57,357	5	294,800	1
Prof Services	0	175,300	175,300		0	175,300	175,300		177,500	
Capital Outlays	0	585,000	585,000		0	585,000	585,000		660,000	
Other Expenses	5,480	7,000	1,520	78	5,480	7,000	1,520	78	84,000	6
Total Expenditures	77,984	934,080	856,096	8	77,984	934,080	856,096	8	2,438,000	3
Net After Transfers	(77,982)	(934,080)	856,097	8	(77,982)	(934,080)	856,097	8	(2,438,000)	3

Fund 002 State Contract Payment Fund
Jul 31, 2026

	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	84,453,530	68,668,000	15,785,530	122	84,453,530	68,668,000	15,785,530	122	218,694,000	38
Reimbursements	(50)	19,000	(19,050)	( )	(50)	19,000	(19,050)	( )	421,500	( )
Interest Income	0	0	0		0	0	0		1,400,000	
Other Revenue	0	0	0		0	0	0		67,500	
Total Revenues	84,453,480	68,687,000	15,766,480	122	84,453,480	68,687,000	15,766,480	122	220,583,000	38
Expenditures										
Labor Costs	190,742	323,800	133,058	58	190,742	323,800	133,058	58	4,164,680	4
Wtr Purch & Fees	44,038,173	68,668,000	24,629,827	64	44,038,173	68,668,000	24,629,827	64	220,094,000	20
Operations	4,470	0	(4,470)		4,470	0	(4,470)		96,500	4
Maintenance	0	0	0		0	0	0		0	
Administration	86,035	2,063,980	1,977,945	4	86,035	2,063,980	1,977,945	4	3,193,900	2
Prof Services	0	73,300	73,300		0	73,300	73,300		550,050	
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		0	0	0		4,500	
Total Expenditures	44,319,420	71,129,080	26,809,660	62	44,319,420	71,129,080	26,809,660	62	228,103,630	19
Interfund Transfers										
Transfers In	0	0	0		0	0	0		7,520,630	
Net Transfers	0	0	0		0	0	0		7,520,630	
Net After Transfers	40,134,060	(2,442,080)	42,576,140	(1,643)	40,134,060	(2,442,080)	42,576,140	(1,643)	0	

Fund 002 State Contract Payment Fund
Core 12 Sacramento Office
Jul 31, 2026

	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	143	0	(143)		143	0	(143)		0	
Operations	4,470	0	(4,470)		4,470	0	(4,470)		0	
Maintenance	0	0	0		0	0	0		0	
Administration	372	0	(372)		372	0	(372)		0	
Total Expenditures	4,985	0	(4,985)		4,985	0	(4,985)		0	
Net After Transfers	(4,985)	0	(4,985)		(4,985)	0	(4,985)		0	

Fund 002 State Contract Payment Fund
Core 16 State Activities
Jul 31, 2026

	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	0	0		196,500	
Other Revenue	0	0	0		0	0	0		67,500	
Total Revenues	0	0	0		0	0	0		264,000	
Expenditures										
Labor Costs	65,974	123,830	57,856	53	65,974	123,830	57,856	53	1,593,340	4
Operations	0	0	0		0	0	0		75,000	
Administration	35,400	1,372,950	1,337,550	2	35,400	1,372,950	1,337,550	2	1,909,610	1
Prof Services	0	37,000	37,000		0	37,000	37,000		340,900	
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		0	0	0		4,500	
Total Expenditures	101,374	1,533,780	1,432,406	6	101,374	1,533,780	1,432,406	6	3,923,350	2
Interfund Transfers										
Transfers In	0	0	0		0	0	0		3,659,350	
Net Transfers	0	0	0		0	0	0		3,659,350	
Net After Transfers	(101,372)	(1,533,780)	1,432,407	6	(101,372)	(1,533,780)	1,432,407	6	0	

Fund 002 State Contract Payment Fund

Core 17 Local Activities

Jul 31, 2026

	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	(50)	19,000	(19,050)	( )	(50)	19,000	(19,050)	( )	225,000	( )
Total Revenues	(50)	19,000	(19,050)	( )	(50)	19,000	(19,050)	( )	225,000	( )
Expenditures										
Labor Costs	110,304	114,330	4,026	96	110,304	114,330	4,026	96	1,469,660	7
Operations	0	0	0		0	0	0		1,500	
Administration	32,375	43,505	11,130	74	32,375	43,505	11,130	74	381,040	8
Prof Services	0	20,650	20,650		0	20,650	20,650		41,750	
Capital Outlays	0	0	0		0	0	0		0	
Total Expenditures	142,679	178,485	35,806	79	142,679	178,485	35,806	79	1,893,950	7
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,668,950	
Net Transfers	0	0	0		0	0	0		1,668,950	
Net After Transfers	(142,730)	(159,485)	16,754	89	(142,730)	(159,485)	16,754	89	0	

Fund 002 State Contract Payment Fund
Core 18 Bay-Delta Activities
Jul 31, 2026

	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	14,321	85,640	71,319	16	14,321	85,640	71,319	16	1,101,680	1
Operations	0	0	0		0	0	0		20,000	
Administration	17,888	647,525	629,637	2	17,888	647,525	629,637	2	903,250	1
Prof Services	0	15,650	15,650		0	15,650	15,650		167,400	
Total Expenditures	32,209	748,815	716,606	4	32,209	748,815	716,606	4	2,192,330	1
Interfund Transfers										
Transfers In	0	0	0		0	0	0		2,192,330	
Net Transfers	0	0	0		0	0	0		2,192,330	
Net After Transfers	(32,208)	(748,815)	716,606	4	(32,208)	(748,815)	716,606	4	0	

Fund 002 State Contract Payment Fund

Core 19 State Contract Payment

Jul 31, 2026

	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	84,453,530	68,668,000	15,785,530	122	84,453,530	68,668,000	15,785,530	122	218,694,000	38
Interest Income	0	0	0		0	0	0		1,400,000	
Total Revenues	84,453,530	68,668,000	15,785,530	122	84,453,530	68,668,000	15,785,530	122	220,094,000	38
Expenditures										
Wtr Purch & Fees	44,038,173	68,668,000	24,629,827	64	44,038,173	68,668,000	24,629,827	64	220,094,000	20
Total Expenditures	44,038,173	68,668,000	24,629,827	64	44,038,173	68,668,000	24,629,827	64	220,094,000	20
Net After Transfers	40,415,356	0	40,415,356		40,415,356	0	40,415,356		0	

Fund 007 Kern Fan Monitoring Committee
Jul 31, 2026

	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		108,135	
Other Revenue	0	0	0		0	0	0		2,400	
Total Revenues	0	0	0		0	0	0		110,535	
Expenditures										
Labor Costs	350	7,800	7,450	4	350	7,800	7,450	4	100,550	
Operations	0	0	0		0	0	0		3,400	
Maintenance	717	0	(717)		717	0	(717)		0	
Administration	0	600	600		0	600	600		3,500	
Capital Outlays	0	100	100		0	100	100		200	
Other Expenses	0	960	960		0	960	960		960	
Total Expenditures	1,067	9,460	8,393	11	1,067	9,460	8,393	11	108,610	
Net After Transfers	(1,068)	(9,460)	8,391	11	(1,068)	(9,460)	8,391	11	1,925	(55)

Fund 008 Kern Water Bank
Jul 31, 2026

	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	296,291	(296,291)		0	296,291	(296,291)		1,951,620	
Other Revenue	0	0	0		0	0	0		8,900	
Total Revenues	0	296,291	(296,291)		0	296,291	(296,291)		1,960,520	
Expenditures										
Labor Costs	9,942	9,880	(62)	100	9,942	9,880	(62)	100	125,100	7
Wtr Purch & Fees	0	185,500	185,500		0	185,500	185,500		1,133,600	
Operations	0	200	200		0	200	200		14,100	
Maintenance	0	871	871		0	871	871		13,180	
Administration	9,108	9,428	320	96	9,108	9,428	320	96	119,240	7
Prof Services	0	14,750	14,750		0	14,750	14,750		122,500	
Capital Outlays	0	108,000	108,000		0	108,000	108,000		432,000	
Other Expenses	0	0	0		0	0	0		157,869	
Total Expenditures	19,050	328,629	309,579	5	19,050	328,629	309,579	5	2,117,589	
Net After Transfers	(19,050)	(32,338)	13,287	58	(19,050)	(32,338)	13,287	58	(157,068)	12

Fund 008 Kern Water Bank
Core 81 KWB Recharge Operations
Jul 31, 2026

	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	296,291	(296,291)		0	296,291	(296,291)		1,777,750	
Other Revenue	0	0	0		0	0	0		4,450	
Total Revenues	0	296,291	(296,291)		0	296,291	(296,291)		1,782,200	
Expenditures										
Labor Costs	1,357	9,880	8,523	13	1,357	9,880	8,523	13	59,280	2
Wtr Purch & Fees	0	185,500	185,500		0	185,500	185,500		1,111,200	
Operations	0	200	200		0	200	200		6,200	
Maintenance	0	871	871		0	871	871		6,230	
Administration	4,554	4,874	320	93	4,554	4,874	320	93	57,490	7
Prof Services	0	14,750	14,750		0	14,750	14,750		109,000	
Capital Outlays	0	108,000	108,000		0	108,000	108,000		432,000	
Other Expenses	0	0	0		0	0	0		800	
Total Expenditures	5,911	324,075	318,164	1	5,911	324,075	318,164	1	1,782,200	
Net After Transfers	(5,912)	(27,784)	21,871	21	(5,912)	(27,784)	21,871	21	0	(4,223,349

Fund 008 Kern Water Bank
Core 83 Kern Water Bank Recovery
Jul 31, 2026

	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	0	0		173,870	
Other Revenue	0	0	0		0	0	0		4,450	
Total Revenues	0	0	0		0	0	0		178,320	
Expenditures										
Labor Costs	8,585	0	(8,585)		8,585	0	(8,585)		65,820	13
Wtr Purch & Fees	0	0	0		0	0	0		22,400	
Operations	0	0	0		0	0	0		7,900	
Maintenance	0	0	0		0	0	0		6,950	
Administration	4,554	4,554	0	99	4,554	4,554	0	99	61,750	7
Prof Services	0	0	0		0	0	0		13,500	
Other Expenses	0	0	0		0	0	0		157,069	
Total Expenditures	13,139	4,554	(8,584)	288	13,139	4,554	(8,584)	288	335,389	3
Net After Transfers	(13,138)	(4,554)	(8,583)	288	(13,138)	(4,554)	(8,583)	288	(157,068)	8

Fund 014 Zone of Benefit No. 7
Jul 31, 2026

	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	0	0	0		0	0	0		20,303,000	
Interest Income	0	0	0		0	0	0		1,600,000	
Total Revenues	0	0	0		0	0	0		21,903,000	
Expenditures										
Wtr Purch & Fees	1,330,393	5,322,000	3,991,607	24	1,330,393	5,322,000	3,991,607	24	17,503,800	7
Other Expenses	0	0	0		0	0	0		50,000	
Total Expenditures	1,330,393	5,322,000	3,991,607	24	1,330,393	5,322,000	3,991,607	24	17,553,800	7
Net After Transfers	(1,330,392)	(5,322,000)	3,991,607	24	(1,330,392)	(5,322,000)	3,991,607	24	4,349,200	(30)

Fund 019 Zone of Benefit No. 17
Jul 31, 2026

	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	0	0	0		0	0	0		16,154,000	
Interest Income	0	0	0		0	0	0		1,400,000	
Total Revenues	0	0	0		0	0	0		17,554,000	
Expenditures										
Wtr Purch & Fees	8,890,898	0	(8,890,898)		8,890,898	0	(8,890,898)		16,154,000	55
Other Expenses	0	0	0		0	0	0		30,000	
Total Expenditures	8,890,898	0	(8,890,898)		8,890,898	0	(8,890,898)		16,184,000	54
Net After Transfers	(8,890,898)	0	(8,890,898)		(8,890,898)	0	(8,890,898)		1,370,000	(648)

Fund 020 Zone of Benefit No. 18
Jul 31, 2026

	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	0	0	0		0	0	0		1,840,000	
Interest Income	0	0	0		0	0	0		180,000	
Total Revenues	0	0	0		0	0	0		2,020,000	
Expenditures										
Wtr Purch & Fees	506,417	0	(506,417)		506,417	0	(506,417)		1,840,000	27
Other Expenses	0	0	0		0	0	0		5,000	
Total Expenditures	506,417	0	(506,417)		506,417	0	(506,417)		1,845,000	27
Net After Transfers	(506,416)	0	(506,416)		(506,416)	0	(506,416)		175,000	(289)

Fund 021 Zone of Benefit No. 19
Jul 31, 2026

	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	0	0	0		0	0	0		14,314,000	
Interest Income	0	0	0		0	0	0		1,200,000	
Total Revenues	0	0	0		0	0	0		15,514,000	
Expenditures										
Wtr Purch & Fees	3,939,033	0	(3,939,033)		3,939,033	0	(3,939,033)		14,314,000	27
Other Expenses	0	0	0		0	0	0		30,000	
Total Expenditures	3,939,033	0	(3,939,033)		3,939,033	0	(3,939,033)		14,344,000	27
Net After Transfers	(3,939,032)	0	(3,939,032)		(3,939,032)	0	(3,939,032)		1,170,000	(336)

Fund 025 Western Hills Fund
Jul 31, 2026

	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	1,022,453	651,700	370,753	156	1,022,453	651,700	370,753	156	2,053,650	49
Total Revenues	1,022,453	651,700	370,753	156	1,022,453	651,700	370,753	156	2,053,650	49
Expenditures										
Labor Costs	1,193	3,590	2,397	33	1,193	3,590	2,397	33	45,980	2
Wtr Purch & Fees	148,134	651,700	503,566	22	148,134	651,700	503,566	22	1,672,250	8
Administration	3,883	4,813	930	80	3,883	4,813	930	80	54,930	7
Prof Services	0	2,500	2,500		0	2,500	2,500		11,000	
Other Expenses	50,766	105,860	55,094	47	50,766	105,860	55,094	47	381,400	13
Total Expenditures	203,976	768,463	564,487	26	203,976	768,463	564,487	26	2,165,560	9
Interfund Transfers										
Transfers In	0	0	0		0	0	0		111,910	
Net Transfers	0	0	0		0	0	0		111,910	
Net After Transfers	818,478	(116,763)	935,241	(700)	818,478	(116,763)	935,241	(700)	0	

Fund 026 Lower Kern River Fund
Jul 31, 2026

	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	856,113	428,056	428,057	200	856,113	428,056	428,057	200	856,113	100
Interest Income	0	0	0		0	0	0		32,000	
Other Revenue	0	0	0		0	0	0		1,058,700	
Total Revenues	856,113	428,056	428,057	200	856,113	428,056	428,057	200	1,946,813	43
Expenditures										
Labor Costs	1,196	4,510	3,314	26	1,196	4,510	3,314	26	57,840	2
Administration	4,900	5,675	775	86	4,900	5,675	775	86	67,650	7
Prof Services	0	204,925	204,925		0	204,925	204,925		212,700	
Other Expenses	31,728	242,150	210,422	13	31,728	242,150	210,422	13	570,200	5
Total Expenditures	37,824	457,260	419,436	8	37,824	457,260	419,436	8	908,390	4
Interfund Transfers										
Transfers In	0	0	0		0	0	0		180,000	
Transfers Out	0	71,350	71,350		0	71,350	71,350		1,184,400	
Net Transfers	0	(71,350)	71,350		0	(71,350)	71,350		(1,004,400)	
Net After Transfers	818,288	(100,554)	918,842	(813)	818,288	(100,554)	918,842	(813)	34,023	2,405

Fund 027 Entitlement Retention Fund
Jul 31, 2026

	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	1,330	1,330		0	1,330	1,330		16,280	
Wtr Purch & Fees	147,012	654,686	507,674	22	147,012	654,686	507,674	22	1,767,086	8
Administration	592	1,490	898	39	592	1,490	898	39	9,300	6
Prof Services	0	1,700	1,700		0	1,700	1,700		1,700	
Total Expenditures	147,604	659,206	511,602	22	147,604	659,206	511,602	22	1,794,366	8
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,794,366	
Net Transfers	0	0	0		0	0	0		1,794,366	
Net After Transfers	(147,604)	(659,206)	511,602	22	(147,604)	(659,206)	511,602	22	0	

Fund 029 Water Management Fund
Jul 31, 2026

	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	(26,649)	0	(26,649)		(26,649)	0	(26,649)		750,000	(3)
Total Revenues	(26,649)	0	(26,649)		(26,649)	0	(26,649)		750,000	(3)
Expenditures										
Administration	92	92	0	100	92	92	0	100	1,100	8
Total Expenditures	92	92	0	100	92	92	0	100	1,100	8
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,184,400	
Transfers Out	0	0	0		0	0	0		1,364,400	
Net Transfers	0	0	0		0	0	0		(180,000)	
Net After Transfers	(26,741)	(92)	(26,649)	29,066	(26,741)	(92)	(26,649)	29,066	568,900	(4)

Fund 031 Improvement District No. 1
Jul 31, 2026

	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	0	0	0		0	0	0		140,000	
Interest Income	0	0	0		0	0	0		25,000	
Total Revenues	0	0	0		0	0	0		165,000	
Expenditures										
Labor Costs	90	2,140	2,050	4	90	2,140	2,050	4	27,560	
Administration	1,608	1,708	100	94	1,608	1,708	100	94	19,900	8
Prof Services	0	40,000	40,000		0	40,000	40,000		50,000	
Capital Outlays	0	0	0		0	0	0		200,000	
Other Expenses	0	0	0		0	0	0		1,500	
Total Expenditures	1,698	43,848	42,150	3	1,698	43,848	42,150	3	298,960	
Net After Transfers	(1,699)	(43,848)	42,148	3	(1,699)	(43,848)	42,148	3	(133,960)	1

Fund 033 Improvement District No. 3
Jul 31, 2026

	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	0	0	0		0	0	0		15,900	
Total Revenues	0	0	0		0	0	0		15,900	
Expenditures										
Labor Costs	113	3,390	3,277	3	113	3,390	3,277	3	40,080	
Administration	3,433	3,483	50	98	3,433	3,483	50	98	44,910	7
Prof Services	0	15,000	15,000		0	15,000	15,000		22,000	
Other Expenses	0	0	0		0	0	0		190	
Total Expenditures	3,546	21,873	18,327	16	3,546	21,873	18,327	16	107,180	3
Interfund Transfers										
Transfers In	0	0	0		0	0	0		91,280	
Net Transfers	0	0	0		0	0	0		91,280	
Net After Transfers	(3,546)	(21,873)	18,326	16	(3,546)	(21,873)	18,326	16	0	

Fund 034 Impr. Dist. No. 4 Operations
Jul 31, 2026

	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	7,734,300	7,734,300	0	100	7,734,300	7,734,300	0	100	12,890,500	60
User Charges	1,168,604	1,652,799	(484,195)	70	1,168,604	1,652,799	(484,195)	70	17,737,720	6
Grnd Wtr Charges	0	0	0		0	0	0		2,462,000	
Reimbursements	0	0	0		0	0	0		400,000	
Interest Income	0	0	0		0	0	0		205,000	
Other Revenue	0	0	0		0	0	0		164,500	
Total Revenues	8,902,904	9,387,099	(484,195)	94	8,902,904	9,387,099	(484,195)	94	33,859,720	26
Expenditures										
Labor Costs	420,974	527,141	106,167	79	420,974	527,141	106,167	79	6,757,340	6
Wtr Purch & Fees	73,993	1,937,927	1,863,934	3	73,993	1,937,927	1,863,934	3	5,328,900	1
Operations	70,996	244,416	173,420	29	70,996	244,416	173,420	29	2,927,500	2
Power	582,522	1,035,031	452,509	56	582,522	1,035,031	452,509	56	8,803,380	6
Maintenance	10,367	330,099	319,732	3	10,367	330,099	319,732	3	703,000	1
Administration	121,173	471,099	349,926	25	121,173	471,099	349,926	25	2,174,945	5
Prof Services	0	476,966	476,966		0	476,966	476,966		599,800	
Capital Outlays	0	3,325,625	3,325,625		0	3,325,625	3,325,625		3,861,500	
Debt Repayment	0	89,210	89,210		0	89,210	89,210		178,410	
Other Expenses	16,616	33,749	17,133	49	16,616	33,749	17,133	49	331,600	5
Total Expenditures	1,296,641	8,471,269	7,174,628	15	1,296,641	8,471,269	7,174,628	15	31,666,375	4
Interfund Transfers										
Transfers Out	0	473,585	473,585		0	473,585	473,585		789,310	
Net Transfers	0	(473,585)	473,585		0	(473,585)	473,585		(789,310)	
Net After Transfers	7,606,265	442,245	7,164,020	1,719	7,606,265	442,245	7,164,020	1,719	1,404,037	541

Fund 034 Impr. Dist. No. 4 Operations
Core 42 Maintenance Dept Home Code
Jul 31, 2026

	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	36,671	0	(36,671)		36,671	0	(36,671)		0	
Maintenance	1,747	0	(1,747)		1,747	0	(1,747)		0	
Administration	486	0	(486)		486	0	(486)		0	
Total Expenditures	38,904	0	(38,904)		38,904	0	(38,904)		0	
Net After Transfers	(38,904)	0	(38,904)		(38,904)	0	(38,904)		0	

Fund 034 Impr. Dist. No. 4 Operations
Core 43 ID#4 Water Sup.- Groundwater
Jul 31, 2026

	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	602,833	(602,833)		0	602,833	(602,833)		10,617,000	
Reimbursements	0	0	0		0	0	0		400,000	
Total Revenues	0	602,833	(602,833)		0	602,833	(602,833)		11,017,000	
Expenditures										
Labor Costs	2,094	13,591	11,497	15	2,094	13,591	11,497	15	174,640	1
Wtr Purch & Fees	59,560	1,372,020	1,312,460	4	59,560	1,372,020	1,312,460	4	1,621,040	3
Operations	0	83	83		0	83	83		1,000	
Power	0	604,083	604,083		0	604,083	604,083		3,632,000	
Maintenance	0	2,541	2,541		0	2,541	2,541		23,500	
Administration	3,217	3,595	378	89	3,217	3,595	378	89	145,100	2
Capital Outlays	0	0	0		0	0	0		250,000	
Total Expenditures	64,871	1,995,915	1,931,044	3	64,871	1,995,915	1,931,044	3	5,847,280	1
Net After Transfers	(64,870)	(1,393,082)	1,328,211	4	(64,870)	(1,393,082)	1,328,211	4	5,169,720	(1)

Fund 034 Impr. Dist. No. 4 Operations
Core 44 Impr. District No. 4 Admin
Jul 31, 2026

	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		0	0	0		205,000	
Other Revenue	0	0	0		0	0	0		164,500	
Total Revenues	0	0	0		0	0	0		369,500	
Expenditures										
Labor Costs	83,952	56,920	(27,032)	147	83,952	56,920	(27,032)	147	728,980	11
Maintenance	0	0	0		0	0	0		1,800	
Administration	12,844	38,274	25,430	33	12,844	38,274	25,430	33	208,850	6
Prof Services	0	26,625	26,625		0	26,625	26,625		143,500	
Capital Outlays	0	1,250	1,250		0	1,250	1,250		2,500	
Other Expenses	0	2,916	2,916		0	2,916	2,916		51,000	
Total Expenditures	96,796	125,986	29,190	76	96,796	125,986	29,190	76	1,136,630	8
Interfund Transfers										
Transfers Out	0	473,585	473,585		0	473,585	473,585		789,310	
Net Transfers	0	(473,585)	473,585		0	(473,585)	473,585		(789,310)	
Net After Transfers	(96,796)	(599,571)	502,775	16	(96,796)	(599,571)	502,775	16	(1,556,439)	6

Fund 034 Impr. Dist. No. 4 Operations
Core 45 ID#4 Surface Water Supply
Jul 31, 2026

	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		100,000	
Total Revenues	0	0	0		0	0	0		100,000	
Expenditures										
Labor Costs	7,400	27,010	19,610	27	7,400	27,010	19,610	27	347,560	2
Wtr Purch & Fees	14,433	565,907	551,474	2	14,433	565,907	551,474	2	3,707,860	
Administration	5,400	88,632	83,232	6	5,400	88,632	83,232	6	155,195	3
Prof Services	0	16,800	16,800		0	16,800	16,800		16,800	
Total Expenditures	27,233	698,350	671,117	3	27,233	698,350	671,117	3	4,227,415	
Net After Transfers	(27,232)	(698,350)	671,117	3	(27,232)	(698,350)	671,117	3	(4,127,414)	

Fund 034 Impr. Dist. No. 4 Operations
Core 46 Impr. Dist. No. 4 Groundwater
Jul 31, 2026

	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	0	0	0		0	0	0		2,462,000	
Total Revenues	0	0	0		0	0	0		2,462,000	
Expenditures										
Labor Costs	2,888	19,570	16,682	14	2,888	19,570	16,682	14	251,200	1
Operations	0	500	500		0	500	500		500	
Power	0	625	625		0	625	625		7,500	
Maintenance	0	500	500		0	500	500		1,500	
Administration	4,917	61,817	56,900	7	4,917	61,817	56,900	7	176,430	2
Prof Services	0	541	541		0	541	541		6,500	
Other Expenses	0	2,000	2,000		0	2,000	2,000		16,000	
Total Expenditures	7,805	85,554	77,749	9	7,805	85,554	77,749	9	459,630	1
Net After Transfers	(7,805)	(85,554)	77,748	9	(7,805)	(85,554)	77,748	9	2,002,370	( )

Fund 034 Impr. Dist. No. 4 Operations
Core 47 Impr. Dist. No. 4 Treated Watr
Jul 31, 2026

	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	7,734,300	7,734,300	0	100	7,734,300	7,734,300	0	100	12,890,500	60
Total Revenues	7,734,300	7,734,300	0	100	7,734,300	7,734,300	0	100	12,890,500	60
Expenditures										
Labor Costs	273,342	367,796	94,454	74	273,342	367,796	94,454	74	4,711,300	5
Operations	70,996	242,999	172,003	29	70,996	242,999	172,003	29	2,916,000	2
Power	90,476	55,416	(35,059)	163	90,476	55,416	(35,059)	163	665,000	13
Maintenance	8,620	255,349	246,729	3	8,620	255,349	246,729	3	534,200	1
Administration	82,676	198,244	115,568	41	82,676	198,244	115,568	41	1,257,390	6
Prof Services	0	309,000	309,000		0	309,000	309,000		309,000	
Capital Outlays	0	2,114,375	2,114,375		0	2,114,375	2,114,375		2,399,000	
Other Expenses	16,616	22,250	5,634	74	16,616	22,250	5,634	74	229,600	7
Total Expenditures	542,726	3,565,432	3,022,706	15	542,726	3,565,432	3,022,706	15	13,021,490	4
Net After Transfers	7,191,574	4,168,867	3,022,706	172	7,191,574	4,168,867	3,022,706	172	(130,989)	(5,490)

Fund 034 Impr. Dist. No. 4 Operations
Core 48 Impr. Dist. No. 4 Distribution
Jul 31, 2026

	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	1,168,604	1,049,966	118,637	111	1,168,604	1,049,966	118,637	111	7,020,720	16
Total Revenues	1,168,604	1,049,966	118,637	111	1,168,604	1,049,966	118,637	111	7,020,720	16
Expenditures										
Labor Costs	14,627	42,253	27,626	34	14,627	42,253	27,626	34	543,660	2
Operations	0	833	833		0	833	833		10,000	
Power	492,046	374,906	(117,139)	131	492,046	374,906	(117,139)	131	4,498,880	10
Maintenance	0	71,708	71,708		0	71,708	71,708		142,000	
Administration	11,633	80,534	68,901	14	11,633	80,534	68,901	14	231,980	5
Prof Services	0	124,000	124,000		0	124,000	124,000		124,000	
Capital Outlays	0	1,210,000	1,210,000		0	1,210,000	1,210,000		1,210,000	
Debt Repayment	0	89,210	89,210		0	89,210	89,210		178,410	
Other Expenses	0	6,583	6,583		0	6,583	6,583		35,000	
Total Expenditures	518,306	2,000,029	1,481,723	25	518,306	2,000,029	1,481,723	25	6,973,930	7
Net After Transfers	650,301	(950,063)	1,600,364	(68)	650,301	(950,063)	1,600,364	(68)	46,790	1,389

Fund 036 Impr. Dist. No. 4 Bonds
Jul 31, 2026

	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	5,031,462	5,031,460	2	100	5,031,462	5,031,460	2	100	8,385,770	60
Interest Income	0	0	0		0	0	0		200,000	
Total Revenues	5,031,462	5,031,460	2	100	5,031,462	5,031,460	2	100	8,585,770	58
Expenditures										
Prof Services	0	0	0		0	0	0		3,000	
Debt Repayment	0	0	0		0	0	0		9,220,080	
Other Expenses	0	0	0		0	0	0		10,000	
Total Expenditures	0	0	0		0	0	0		9,233,080	
Interfund Transfers										
Transfers In	0	473,585	(473,585)		0	473,585	(473,585)		789,310	
Net Transfers	0	473,585	(473,585)		0	473,585	(473,585)		789,310	
Net After Transfers	5,031,462	5,505,045	(473,583)	91	5,031,462	5,505,045	(473,583)	91	142,000	3,543

Fund 051 Cross Valley Canal Operations
Jul 31, 2026

	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	1,134,114	2,598,601	(1,464,487)	43	1,134,114	2,598,601	(1,464,487)	43	16,453,362	6
Reimbursements	30	0	30		30	0	30		0	
Interest Income	0	0	0		0	0	0		125,300	
Total Revenues	1,134,144	2,598,601	(1,464,457)	43	1,134,144	2,598,601	(1,464,457)	43	16,578,662	6
Expenditures										
Labor Costs	99,543	206,823	107,280	48	99,543	206,823	107,280	48	2,647,260	3
Operations	0	9,167	9,167		0	9,167	9,167		110,000	
Power	0	704,626	704,626		0	704,626	704,626		8,363,800	
Maintenance	0	1,328,125	1,328,125		0	1,328,125	1,328,125		1,659,500	
Administration	46,153	243,335	197,182	18	46,153	243,335	197,182	18	865,810	5
Prof Services	5,215	2,112,250	2,107,035		5,215	2,112,250	2,107,035		2,112,250	
Capital Outlays	0	395,000	395,000		0	395,000	395,000		395,000	
Other Expenses	0	6,983	6,983		0	6,983	6,983		153,600	
Total Expenditures	150,911	5,006,309	4,855,398	3	150,911	5,006,309	4,855,398	3	16,307,220	
Net After Transfers	983,237	(2,407,708)	3,390,945	(40)	983,237	(2,407,708)	3,390,945	(40)	271,442	362

Fund 051 Cross Valley Canal Operations
Core 55 Cross Valley Canal Operations
Jul 31, 2026

	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	1,116,775	1,893,975	(777,200)	58	1,116,775	1,893,975	(777,200)	58	7,969,562	14
Reimbursements	30	0	30		30	0	30		0	
Interest Income	0	0	0		0	0	0		100,000	
Total Revenues	1,116,805	1,893,975	(777,170)	58	1,116,805	1,893,975	(777,170)	58	8,069,562	13
Expenditures										
Labor Costs	99,543	206,823	107,280	48	99,543	206,823	107,280	48	2,647,260	3
Operations	0	9,167	9,167		0	9,167	9,167		110,000	
Maintenance	0	1,328,125	1,328,125		0	1,328,125	1,328,125		1,659,500	
Administration	46,153	243,335	197,182	18	46,153	243,335	197,182	18	865,810	5
Prof Services	5,215	2,112,250	2,107,035		5,215	2,112,250	2,107,035		2,112,250	
Capital Outlays	0	395,000	395,000		0	395,000	395,000		395,000	
Other Expenses	0	6,983	6,983		0	6,983	6,983		13,600	
Total Expenditures	150,911	4,301,683	4,150,772	3	150,911	4,301,683	4,150,772	3	7,803,420	1
Net After Transfers	965,898	(2,407,708)	3,373,606	(40)	965,898	(2,407,708)	3,373,606	(40)	266,142	362

Fund 051 Cross Valley Canal Operations
Core 56 Cross Valley Canal Power
Jul 31, 2026

	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	17,339	704,626	(687,287)	2	17,339	704,626	(687,287)	2	8,363,800	
Total Revenues	17,339	704,626	(687,287)	2	17,339	704,626	(687,287)	2	8,363,800	
Expenditures										
Power	0	704,626	704,626		0	704,626	704,626		8,363,800	
Total Expenditures	0	704,626	704,626		0	704,626	704,626		8,363,800	
Net After Transfers	17,339	0	17,339		17,339	0	17,339		0	

Fund 051 Cross Valley Canal Operations
Core 57 Cross Valley Canal Replacement
Jul 31, 2026

	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		0	0	0		5,300	
Total Revenues	0	0	0		0	0	0		5,300	
Net After Transfers	0	0	0		0	0	0		5,300	

Fund 051 Cross Valley Canal Operations
Core 58 Cross Valley Canal Third Party
Jul 31, 2026

	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		120,000	
Interest Income	0	0	0		0	0	0		20,000	
Total Revenues	0	0	0		0	0	0		140,000	
Expenditures										
Other Expenses	0	0	0		0	0	0		140,000	
Total Expenditures	0	0	0		0	0	0		140,000	
Net After Transfers	0	0	0		0	0	0		0	

Fund 070 KCWA/BM Banking Program
Jul 31, 2026

	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	30,600	(30,600)		183,600	
User Charges	395,800	454,603	(58,803)	87	395,800	454,603	(58,803)	87	3,907,610	10
Other Revenue	0	0	0		0	0	0		4,600	
Total Revenues	395,800	485,203	(89,403)	81	395,800	485,203	(89,403)	81	4,095,810	9
Expenditures										
Labor Costs	1,165	24,500	23,335	4	1,165	24,500	23,335	4	326,960	
Wtr Purch & Fees	0	62,670	62,670		0	62,670	62,670		485,460	
Operations	0	250	250		0	250	250		24,500	
Power	0	0	0		0	0	0		2,281,200	
Maintenance	0	200	200		0	200	200		393,180	
Administration	7,100	13,099	5,999	54	7,100	13,099	5,999	54	103,090	6
Prof Services	0	2,000	2,000		0	2,000	2,000		84,000	
Capital Outlays	0	0	0		0	0	0		150,300	
Other Expenses	0	240	240		0	240	240		1,598,841	
Total Expenditures	8,265	102,959	94,694	8	8,265	102,959	94,694	8	5,447,531	
Net After Transfers	387,533	382,244	5,289	101	387,533	382,244	5,289	101	(1,351,721)	(28)

Fund 070 KCWA/BM Banking Program
Core 70 BMWD/KCWA Administration
Jul 31, 2026

	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	152,800	219,033	(66,233)	69	152,800	219,033	(66,233)	69	328,550	46
Other Revenue	0	0	0		0	0	0		1,530	
Total Revenues	152,800	219,033	(66,233)	69	152,800	219,033	(66,233)	69	330,080	46
Expenditures										
Labor Costs	51	2,050	1,999	2	51	2,050	1,999	2	26,480	
Maintenance	0	0	0		0	0	0		150,000	
Administration	7,100	7,385	285	96	7,100	7,385	285	96	86,360	8
Prof Services	0	2,000	2,000		0	2,000	2,000		67,000	
Other Expenses	0	240	240		0	240	240		240	
Total Expenditures	7,151	11,675	4,524	61	7,151	11,675	4,524	61	330,080	2
Net After Transfers	145,649	207,358	(61,709)	70	145,649	207,358	(61,709)	70	(0)	(1,456,491

Fund 070 KCWA/BM Banking Program
Core 71 BMWD/KCWA Recovery
Jul 31, 2026

	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	207,550	166,000	41,550	125	207,550	166,000	41,550	125	3,261,640	6
Other Revenue	0	0	0		0	0	0		1,535	
Total Revenues	207,550	166,000	41,550	125	207,550	166,000	41,550	125	3,263,175	6
Expenditures										
Labor Costs	1,057	0	(1,057)		1,057	0	(1,057)		165,780	
Wtr Purch & Fees	0	0	0		0	0	0		109,440	
Operations	0	0	0		0	0	0		23,000	
Power	0	0	0		0	0	0		2,281,200	
Maintenance	0	0	0		0	0	0		242,180	
Administration	0	5,700	5,700		0	5,700	5,700		13,500	
Prof Services	0	0	0		0	0	0		10,000	
Capital Outlays	0	0	0		0	0	0		150,300	
Other Expenses	0	0	0		0	0	0		1,598,601	
Total Expenditures	1,057	5,700	4,643	18	1,057	5,700	4,643	18	4,594,001	
Net After Transfers	206,491	160,300	46,191	128	206,491	160,300	46,191	128	(1,330,826)	(15)

Fund 070 KCWA/BM Banking Program
Core 72 BMWD/KCWA Recharge
Jul 31, 2026

	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	30,600	(30,600)		183,600	
User Charges	35,450	69,570	(34,120)	50	35,450	69,570	(34,120)	50	317,420	11
Other Revenue	0	0	0		0	0	0		1,535	
Total Revenues	35,450	100,170	(64,720)	35	35,450	100,170	(64,720)	35	502,555	7
Expenditures										
Labor Costs	57	22,450	22,393		57	22,450	22,393		134,700	
Wtr Purch & Fees	0	62,670	62,670		0	62,670	62,670		376,020	
Operations	0	250	250		0	250	250		1,500	
Maintenance	0	200	200		0	200	200		1,000	
Administration	0	14	14		0	14	14		3,230	
Prof Services	0	0	0		0	0	0		7,000	
Total Expenditures	57	85,584	85,527		57	85,584	85,527		523,450	
Net After Transfers	35,393	14,586	20,807	242	35,393	14,586	20,807	242	(20,895)	(169)

Fund 075 Pioneer Project
Jul 31, 2026

	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	444,000	(444,000)		0	444,000	(444,000)		1,224,000	
User Charges	3,724,457	2,975,807	748,649	125	3,724,457	2,975,807	748,649	125	13,864,184	26
Interest Income	0	0	0		0	0	0		307,000	
Other Revenue	0	0	0		0	0	0		17,300	
Total Revenues	3,724,457	3,419,807	304,649	108	3,724,457	3,419,807	304,649	108	15,412,484	24
Expenditures										
Labor Costs	54,839	84,020	29,181	65	54,839	84,020	29,181	65	1,173,160	4
Wtr Purch & Fees	0	702,060	702,060		0	702,060	702,060		2,988,000	
Operations	0	708	708		0	708	708		61,900	
Power	0	35,866	35,866		0	35,866	35,866		3,845,200	
Maintenance	0	80,368	80,368		0	80,368	80,368		1,049,160	
Administration	52,586	62,182	9,596	84	52,586	62,182	9,596	84	795,090	6
Prof Services	0	244,150	244,150		0	244,150	244,150		873,900	
Capital Outlays	0	125,000	125,000		0	125,000	125,000		3,409,100	
Other Expenses	0	0	0		0	0	0		6,517,130	
Total Expenditures	107,425	1,334,355	1,226,930	8	107,425	1,334,355	1,226,930	8	20,712,640	
Net After Transfers	3,617,033	2,085,452	1,531,581	173	3,617,033	2,085,452	1,531,581	173	(5,300,155)	(68)

Fund 075 Pioneer Project
Core 74 Pioneer Recharge - Reserve
Jul 31, 2026

	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	28,166	(28,166)		0	28,166	(28,166)		169,000	
Total Revenues	0	28,166	(28,166)		0	28,166	(28,166)		169,000	
Net After Transfers	0	28,166	(28,166)		0	28,166	(28,166)		168,999	

Fund 075 Pioneer Project

Core 75 Pioneer Proj - Administration

Jul 31, 2026

	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	703,086	995,802	(292,716)	70	703,086	995,802	(292,716)	70	1,493,704	47
Interest Income	0	0	0		0	0	0		307,000	
Other Revenue	0	0	0		0	0	0		5,766	
Total Revenues	703,086	995,802	(292,716)	70	703,086	995,802	(292,716)	70	1,806,470	38
Expenditures										
Labor Costs	7,202	18,120	10,918	39	7,202	18,120	10,918	39	233,660	3
Operations	0	608	608		0	608	608		1,900	
Maintenance	0	50,083	50,083		0	50,083	50,083		281,000	
Administration	52,586	61,583	8,997	85	52,586	61,583	8,997	85	752,110	6
Prof Services	0	10,250	10,250		0	10,250	10,250		249,000	
Capital Outlays	0	0	0		0	0	0		288,000	
Other Expenses	0	0	0		0	0	0		800	
Total Expenditures	59,788	140,645	80,857	42	59,788	140,645	80,857	42	1,806,470	3
Net After Transfers	643,297	855,157	(211,860)	75	643,297	855,157	(211,860)	75	0	428,864,7

Fund 075 Pioneer Project
Core 76 Pioneer Project - Recharge
Jul 31, 2026

	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	444,000	(444,000)		0	444,000	(444,000)		1,224,000	
User Charges	299,066	590,926	(291,860)	50	299,066	590,926	(291,860)	50	2,633,560	11
Other Revenue	0	0	0		0	0	0		5,767	
Total Revenues	299,066	1,034,926	(735,860)	28	299,066	1,034,926	(735,860)	28	3,863,327	7
Expenditures										
Labor Costs	2,704	43,200	40,496	6	2,704	43,200	40,496	6	259,200	1
Wtr Purch & Fees	0	702,060	702,060		0	702,060	702,060		2,772,360	
Operations	0	0	0		0	0	0		7,200	
Power	0	35,866	35,866		0	35,866	35,866		215,200	
Maintenance	0	30,285	30,285		0	30,285	30,285		33,100	
Administration	0	584	584		0	584	584		10,600	
Prof Services	0	4,000	4,000		0	4,000	4,000		15,500	
Capital Outlays	0	0	0		0	0	0		271,000	
Total Expenditures	2,704	815,995	813,291		2,704	815,995	813,291		3,584,160	
Net After Transfers	296,365	218,931	77,434	135	296,365	218,931	77,434	135	279,167	106

Fund 075 Pioneer Project
Core 77 Pioneer Project - Recovery
Jul 31, 2026

	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	437,385	0	437,385		437,385	0	437,385		6,015,640	7
Other Revenue	0	0	0		0	0	0		5,767	
Total Revenues	437,385	0	437,385		437,385	0	437,385		6,021,407	7
Expenditures										
Labor Costs	9,249	0	(9,249)		9,249	0	(9,249)		387,600	2
Wtr Purch & Fees	0	0	0		0	0	0		215,640	
Operations	0	0	0		0	0	0		52,400	
Power	0	0	0		0	0	0		3,630,000	
Maintenance	0	0	0		0	0	0		734,060	
Administration	0	0	0		0	0	0		25,200	
Prof Services	0	0	0		0	0	0		58,500	
Capital Outlays	0	0	0		0	0	0		300,000	
Other Expenses	0	0	0		0	0	0		6,516,330	
Total Expenditures	9,249	0	(9,249)		9,249	0	(9,249)		11,919,730	
Net After Transfers	428,137	0	428,137		428,137	0	428,137		(5,898,322)	(7)

Fund 075 Pioneer Project
Core 78 Pioneer Project - Development
Jul 31, 2026

	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	2,284,920	1,360,912	924,008	167	2,284,920	1,360,912	924,008	167	3,402,280	67
Total Revenues	2,284,920	1,360,912	924,008	167	2,284,920	1,360,912	924,008	167	3,402,280	67
Expenditures										
Labor Costs	35,684	22,700	(12,984)	157	35,684	22,700	(12,984)	157	292,700	12
Operations	0	100	100		0	100	100		400	
Maintenance	0	0	0		0	0	0		1,000	
Administration	0	15	15		0	15	15		7,180	
Prof Services	0	229,900	229,900		0	229,900	229,900		550,900	
Capital Outlays	0	125,000	125,000		0	125,000	125,000		2,550,100	
Total Expenditures	35,684	377,715	342,031	9	35,684	377,715	342,031	9	3,402,280	1
Net After Transfers	2,249,233	983,197	1,266,036	228	2,249,233	983,197	1,266,036	228	0	

Fund 075 Pioneer Project

Core 79 Pioneer Project - Recovery Res

Jul 31, 2026

	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	
Net After Transfers	0	0	0		0	0	0		150,000	

Fund 102 Agency Participation in CVC
Jul 31, 2026

	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	140,712	203,325	(62,613)	69	140,712	203,325	(62,613)	69	813,300	17
Total Revenues	140,712	203,325	(62,613)	69	140,712	203,325	(62,613)	69	813,300	17
Expenditures										
Wtr Purch & Fees	0	203,325	203,325		0	203,325	203,325		813,300	
Total Expenditures	0	203,325	203,325		0	203,325	203,325		813,300	
Net After Transfers	140,712	0	140,712		140,712	0	140,712		0	

MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 3

FROM: Nick Pavletich

DATE: August 27, 2026

SUBJECT: Discussion Regarding Director Travel, Expense and Board Activity Policy – Eligible Board Activities

Issue:
Discuss and provide direction regarding the proposed Director Travel, Expense and Board Activity Policy, including the proposed list of Approved Board Activities eligible for Director compensation and reimbursement.

Recommended Motion:
No formal action is requested at this time. Staff recommend that the Board of Directors discuss the proposed list of Approved Board Activities and provide direction to staff regarding any additions, deletions or revisions to be incorporated into the final Director Travel, Expense and Board Activity Policy.

Discussion:
As part of the Agency's continued review and update of its reimbursement policies, staff have prepared a proposed Director Travel, Expense and Board Activity Policy (Policy) to establish clear guidelines for reimbursement of expenses incurred while conducting Agency business. A key component of the proposed Policy is the designation of Approved Board Activities that would qualify for Director compensation and reimbursement. Establishing a defined list provides clarity, promotes consistent administration of the policy and reduces the need for case-by-case eligibility determinations.

The proposed list is intended to capture meetings and events that Directors may attend in their official capacity to represent the Agency, remain informed on matters affecting the Agency and its member units and participate in regional, state and industry discussions relevant to Agency business. The proposed Approved Board Activities are:

- Board of Directors and Committee meetings, including Ad Hoc Committee meetings, of the Agency and its Member Units, as duly noticed if required by the Brown Act;
- Meetings of Kern County water districts, including Member Units, and other water management organizations;
- Meetings of other local governmental entities, including city councils and the Kern County Board of Supervisors, when related to Agency business;

- State Water Project Contractors Board of Directors meetings;
- Delta Conveyance Authority Board of Directors meetings;
- Meetings with the California Department of Water Resources and other state or federal agencies regarding Agency business or issues of interest to the Agency;
- Association of California Water Agencies (ACWA) and ACWA-JPIA conferences, regional meetings, committees and related activities;
- Water industry meetings and organizations, including the Water Association of Kern County (WAKC), California Farm Bureau, California Farm Water Coalition and similar organizations addressing water-related issues;
- Local business organization events, such as Chamber of Commerce, or other community organization meetings where the community organization meeting is focused on water issues;
- Educational conferences, training programs and seminars that enhance a Director's understanding of Agency-related issues;
- Meetings with Agency staff or other entities regarding Agency business; and
- Legislative meetings and activities involving the California Legislature or United States Congress related to Agency business.

Attendance at meetings of any local government agency, including the Agency and its committees and advisory committees, shall be at a duly noticed meeting of the entity.

Attendance at Agency Board meetings, committee meetings and advisory committees may be by teleconference or other remote means, as the Brown Act allows.

The Board may wish to discuss whether the proposed list appropriately reflects the types of activities that should qualify for Director compensation and reimbursement, whether any additional organizations or meetings should be included and whether any future additions to the list should require Board approval.

Based on the Board’s direction, staff will revise the proposed Policy and return the policy to the Board for consideration and possible adoption at a future meeting.

State Water Project Policy Committee

MEMORANDUM

20.2.1

TO: State Water Project Policy Committee
Agenda Item No. 1

FROM: Craig Wallace

DATE: August 27, 2026

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 and will continue into September 2026.

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 has received Biological Opinions from the U.S. Fish and Wildlife Service and National Marine Fisheries Service for Delta Conveyance Project construction and construction-related maintenance activities. This important milestone marks the completion of the ESA process for construction.

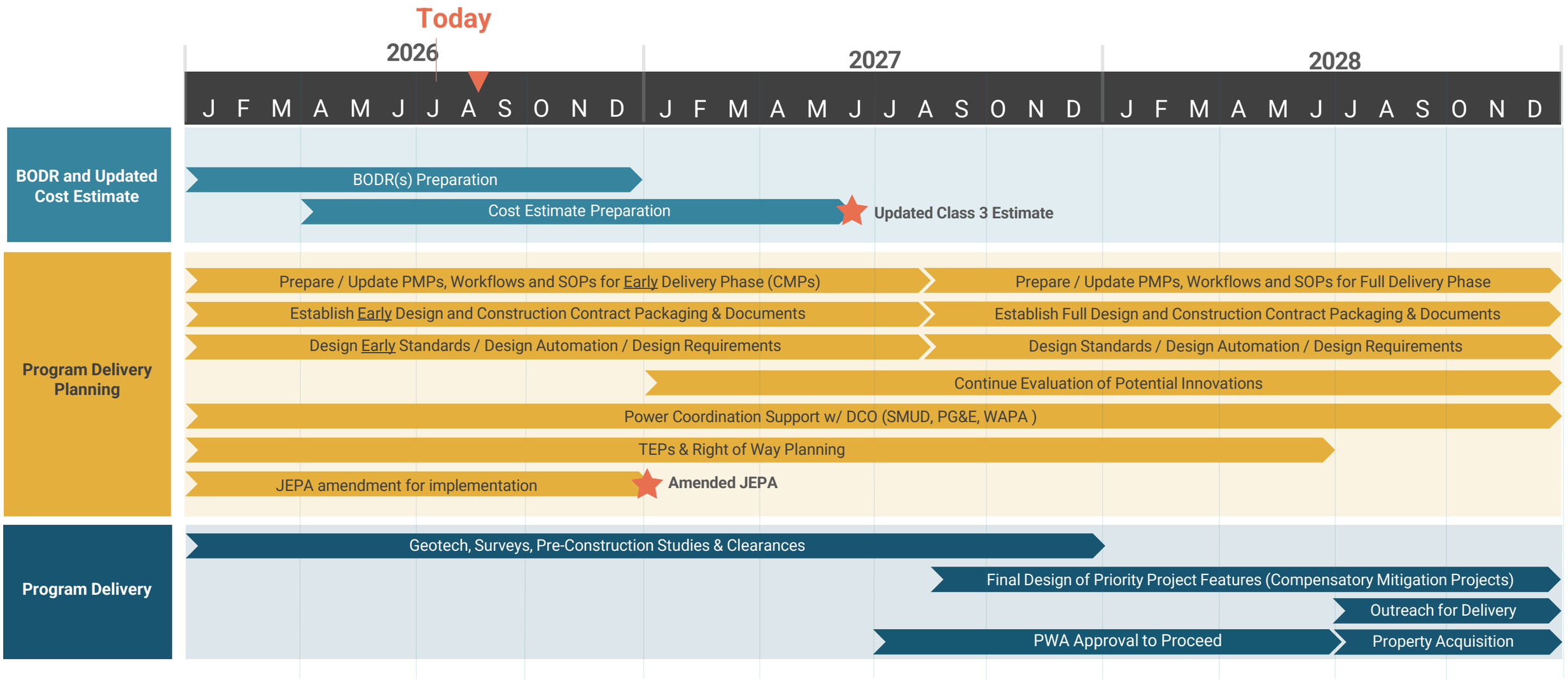
The project schedule is further described in Attachment 1. The U.S. Army Corps of Engineers (USACE) published the Delta Conveyance Project Final Programmatic Environmental Impact Statement (EIS) in the Federal Register on November 21, 2025. Completion of the National Environmental Policy Act process positions the USACE to issue a Record of Decision and make associated federal permit determinations, representing critical regulatory milestones that must be achieved prior to the commencement of project construction.

On October 17, 2025, DWR submitted a Certification of Consistency with the Delta Plan to the DSC for the DCP, as required by the Delta Reform Act. This process ensures that any state or local agency proposing a "covered action" certifies that the action complies with the Delta Plan's policies and regulations by submitting a formal Certification of Consistency to the DSC. The DSC adopted a decision on the DCP's consistency with the Delta Plan on April 23, 2026. The DSC dismissed or denied the vast majority of the appeals, with a limited remand to DWR for further clarification on two policy areas. Remands are a standard part of the Delta Plan's Certification of Consistency and appeals process and provide an opportunity to supplement or clarify portions of the record. DWR submitted a Revised Certification of Consistency with the Delta Plan on Remanded Items on July 24, 2026. Appeals to this revised certification were due on August 24, 2026

The DCA Board of Directors (Board) met on August 20, 2026. The next regular Board meeting is scheduled for October 15, 2026. 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.

DCA Roadmap Through 2028

Attachment 1



DCA

MEMORANDUM

20.2.1

TO: State Water Project Policy Committee
Agenda Item No. 2

FROM: Taryn Ravazzini

DATE: August 27, 2026

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.

Kern County Water Agency
Board of Directors Legislative Tracking Report

Positions Adopted by the ACWA State Legislative Committee
Report Prepared by: The Gualco Group, Inc.
August 14, 2026

AB 372 **(Bennett D) Office of Emergency Services: state matching funds: water system infrastructure improvements.**

Current Text: Amended: 8/29/2025 html pdf

Last Amend: 8/29/2025

Status: 9/11/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/3/2025)(May be acted upon Jan 2026)

Location: 9/11/2025-S. 2 YEAR

Summary: Current law charges the Office of Emergency Services (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. Current 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 upon appropriation by the Legislature, would establish the Rural Water Infrastructure for Wildfire Resilience Program within the OES for the distribution of state matching funds to urban wildland interface communities, as defined, 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.

ACWA Position	Subject
Favor	

AB 532 **(Ransom D) Water rate assistance program.**

Current Text: Amended: 7/17/2025 html pdf

Last Amend: 7/17/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Summary: Current federal law, the Consolidated Appropriations Act, 2021 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. Current 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.

ACWA Position	Subject
Favor	

AB 706 **(Aguiar-Curry D) Forest Organic Residue, Energy, and Safety Transformation (FOREST) and Wildfire Prevention Fund Act.**

Current Text: Amended: 7/2/2026 html pdf

Last Amend: 7/2/2026

Status: 8/13/2026-From committee: Amend, and do pass as amended. (Ayes 7. Noes 0.) (August 13). Read second time and amended. Ordered returned to second reading.

Location: 8/13/2026-S. SECOND READING

Summary: Existing law establishes in the Natural Resources Agency the Department of Forestry and Fire Protection (CAL-FIRE) and makes CAL-FIRE responsible for, among other things, fire protection and prevention, as provided. Existing law establishes the State Board of Forestry and Fire Protection in CAL-FIRE to represent the state's interest in the acquisition and management of state forests and requires the board to maintain an adequate forest policy. Former Governor Edmund G. Brown, Jr., issued a proclamation of a state of emergency on October 30, 2015, that required CAL-FIRE, the Natural Resources Agency, the Department of Transportation, and the State Energy Resources Conservation and Development Commission (Energy Commission), among other things, to identify areas of the state that represent high hazard zones for wildfire and falling trees, known as Tier 1 and Tier 2 high hazard zones. This bill would, upon appropriation by the Legislature, make moneys from the Timber Regulation and Forest Restoration Fund or from the Greenhouse Gas Reduction Fund available to the state board to establish the Forest Organic Residue Energy and Safety Transformation (FOREST) program in order to maintain and expand biomass power generation in the state, to revitalize idle facilities for biomass power generation, and to support biomass power generation facilities by creating additional capacity for power generation or feedstock utilization in strategically located regions of the state. The bill would make a facility's solid fuel biomass electrical generation eligible for reimbursement at an incentive rate determined by the state board if, among other things, the facility uses solid fuel biomass or forest biomass waste, as defined, to generate electricity and the electricity is sold to specified retail sellers. The bill would require, among other things, that no less than 60% of the feedstock used by a facility originate from Tier 1 and Tier 2 high hazard zones, as defined.

ACWA	Subject

Position
Favor

AB 846 **(Connolly D) Endangered species: incidental take: wildfire preparedness activities.**
Current Text: Amended: 6/26/2025 html pdf
Last Amend: 6/26/2025
Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)
Location: 8/28/2025-S. 2 YEAR
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. Current 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 require 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 state 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.

ACWA Position **Subject**
Favor

AB 929 **(Connolly D) Sustainable groundwater management: managed wetlands.**
Current Text: Amended: 6/26/2025 html pdf
Last Amend: 6/26/2025
Status: 9/11/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/10/2025)(May be acted upon Jan 2026)
Location: 9/11/2025-S. 2 YEAR

Summary: 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. Current law defines various terms for purposes of the act. This bill would add various defined terms for purposes of the act, including the terms “managed wetland” and “small community water system.”

ACWA Position	Subject
Oppose	

AB 1146 **(Papan D) Water infrastructure: dams and reservoirs: water release: false pretenses.**

Current Text: Amended: 6/23/2025 html pdf

Last Amend: 6/23/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Summary: Would prohibit the release of stored water from a reservoir owned and operated by the United States 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 owned and operated by the United States in a manner that is knowingly, designedly, and intentionally under any false or fraudulent representation as to the purpose and intended use of the water. The bill would authorize the State Water Resources Control Board or the Attorney General, as provided, to bring an action for injunctive relief for a violation of the above-described prohibition. By expanding the scope of a crime, the bill would impose a state-mandated local program.

ACWA Position	Subject
Neutral	

AB 1413 **(Papan D) Sustainable Groundwater Management Act: groundwater adjudication.**

Current Text: Amended: 9/2/2025 html pdf

Last Amend: 9/2/2025

Status: 9/11/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/9/2025)(May be acted upon Jan 2026)

Location: 9/11/2025-S. 2 YEAR

Summary: Current law requires the Department of Water Resources 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. Current law requires a groundwater sustainability agency to evaluate its groundwater sustainability plan periodically. This bill would require a groundwater sustainability agency to, at least once every 7 years, review, and update if appropriate, its sustainable yield to ensure that the sustainable yield is based on the best available information and best available science, as defined, and will achieve sustainable groundwater

management. The bill would also require a groundwater sustainability agency to provide an opportunity for public review and comment before making a determination whether to update its sustainable yield. To the extent that these requirements impose additional duties on groundwater sustainability agencies that are local agencies, the bill would impose a state-mandated local program.

ACWA Position	Subject
Not Favor Unless Amended	

AB 1704 **(González, Mark D) Greenhouse gases: embodied carbon building materials.**
Current Text: Amended: 6/23/2026 html pdf
Last Amend: 6/23/2026
Status: 8/13/2026-In committee: Held under submission.
Location: 8/10/2026-S. APPR. SUSPENSE FILE
Summary: Existing law requires, by December 31, 2026, the State Air Resources Board, in consultation with relevant stakeholders, as provided, to develop a framework for measuring the average carbon intensity of the materials used in the construction of new buildings, including those for residential uses. Existing law requires, by December 31, 2028, the state board to develop a comprehensive strategy for the state's building sector to achieve a 40% net reduction in greenhouse gas emissions of building materials, as specified, as soon as possible, but no later than December 31, 2035. Existing law authorizes the state board to establish an embodied carbon trading system, as defined, in compliance with these requirements, as provided. This bill would require the state board to determine whether using building materials with lower embodied carbon would be cost effective during the first 2-year period of their use compared to using conventional building materials before implementing the above-described provisions.

ACWA Position	Subject
Favor	

AB 1754 **(Pacheco D) State general obligation bonds: requirements.**
Current Text: Amended: 6/15/2026 html pdf
Last Amend: 6/15/2026
Status: 8/13/2026-In committee: Held under submission.
Location: 8/3/2026-S. APPR. SUSPENSE FILE
Summary: The State General Obligation Bond Law generally sets forth the procedures for the issuance and sale of bonds governed by its provisions and for the disbursal of the proceeds of the sale of those bonds. Existing law specifies various provisions required for inclusion in a bond act. Existing law requires any state bond measure approved on or after January 1, 2004, to be subject to an annual reporting process, with the head of the lead state agency administering the bond proceeds reporting certain information about the projects being funded to the Legislature and the Department of Finance. Existing law permits this information to be provided on the agency's internet

website or the state's open data portal under certain circumstances. Existing law authorizes the costs of the report to be included in the cost of administering the bond act unless prohibited by the bond act. Existing law defines various terms for these purposes, including "board." Existing law defines "board" to mean the state board, department, or agency authorized by a bond act to request the committee to cause bonds to be issued for the purpose of creating a fund that is to be expended by the board for the purposes specified in the bond act. For any state general obligation bond measure that is approved by voters on and after January 1, 2027, this bill would require a bond act to include specified information about the objectives of the bond expenditure and related data. The bill would also require the board to post on its internet website a notification that contains, among other information, details about the programs and projects authorized to be funded by the bond. The bill would require the board to provide a short, one page, executive summary style written report to the Department of Finance, the Legislative Analyst, and specified legislative committees that contains certain information regarding the general obligation bond, in accordance with the above-described provision permitting this information to be provided on the board's internet website or the state's online data portal. The bill would require the report to include, among other information, whether the project, grant, or other expenditure of bond proceeds has been done in a timely manner.

ACWA Position	**Subject**
Not Favor Unless Amended	

AB 1772 **(Papan D) Fish and wildlife: invasive species: invasive mussels.**

Current Text: Amended: 6/25/2026 html pdf

Last Amend: 6/25/2026

Status: 8/13/2026-In committee: Held under submission.

Location: 8/3/2026-S. APPR. SUSPENSE FILE

Summary: Existing law, until January 1, 2030, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water in the state, invasive mussels, and authorizes the Director of Fish and Wildlife or the director's designee to engage in various enforcement activities, including ordering the areas in conveyance that contain water be drained, dried, or decontaminated, as provided. Existing law requires a public or private agency that operates a water supply system to cooperate with the Department of Fish and Wildlife to implement measures to avoid infestation by invasive mussels and to control or eradicate any infestation that may occur in a water supply system. Existing law requires, if invasive mussels are detected, the operator of a water supply system to, in cooperation with the department, prepare and implement a plan to control or eradicate invasive mussels within the system, and eliminate or minimize any potential downstream transport of an invasive mussel. Existing law requires, on or before December 31, 2026, the department to review all approved plans and require all plans that do not specifically address all invasive mussel species known to be present in bodies of water in the state as of January 1, 2026, to be updated or revised appropriately to include all invasive mussel species, on or before September 30, 2027. Existing law requires every invasive mussel species to be addressed in a plan no later

than 180 days from the date that the species is listed in a certain regulation. Existing law defines “invasive mussel” for these purposes as any nonnative detrimental mussel, as provided. This bill would prohibit a conveyance from being launched until a specified drying period has completed, as provided. By expanding the scope of a crime, this bill would impose a state-mandated local program. The bill would require the department to require water supply system operators to update their plans to address all invasive mussel species present in the operator’s water system as of January 1, 2026, as provided.

ACWA Position	Subject
Support If Amended	

AB 1881 **(Ramos D) California Indian Freedom Act of 2026.**

Current Text: Amended: 8/3/2026 html pdf

Last Amend: 8/3/2026

Status: 8/13/2026-From committee: Do pass. (Ayes 5. Noes 0.) (August 13). Read second time. Ordered to third reading.

Location: 8/13/2026-S. THIRD READING

Summary: Existing law establishes various protections for California Native American tribes, including prohibiting a public agency or private party using or occupying public property or operating on public property from interfering with the free expression or exercise of Native American religion as provided in the United States Constitution and the California Constitution. Existing law also requires a local government to provide formal notification to each California Native American tribe that is traditionally and culturally affiliated with the project site as an invitation to consult on the proposed project, as provided. Existing law requires the local government, during the consultation, to give deference to the tribal information, tribal knowledge and customs, and the significance of the resource to the California Native American tribe. Existing law prohibits any information, as described, that is submitted by a California Native American tribe during the environmental review process from being included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, as specified, without the prior consent of the tribe that provided the information. This bill, the California Indian Freedom Act of 2026, would prohibit a governmental agency from substantially burdening a California Indian or California Native American tribe’s exercise of religious beliefs or spiritual practices on state lands, including their access to and use of sacred sites and objects, and their ability to perform religious ceremonies and rites, even if the burden results from a rule of general applicability, unless the governmental agency demonstrates that application of the burden is in furtherance of a compelling governmental interest and is in the least restrictive means of furthering that interest. The bill would authorize a California Indian or tribe to assert a violation of these provisions as a claim or defense in any judicial or administrative proceeding, as specified. The bill would require a governmental agency to allow California Indians access to sacred sites on state lands, as specified.

ACWA Position	Subject
Oppose	

Unless
Amended

AB 1894 **(Rubio, Blanca D) Fish and wildlife: invasive mussels: imported water.**
Current Text: Amended: 5/28/2026 html pdf
Last Amend: 5/28/2026
Status: 6/23/2026-Read second time. Ordered to third reading.
Location: 6/23/2026-S. THIRD READING
Summary: Existing law, until January 1, 2030, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water within the state, invasive mussels, and authorizes the Director of Fish and Wildlife, or the director's designee, to engage in various enforcement activities with regard to invasive mussels. Existing law, until January 1, 2030, requires a public or private agency that operates a water supply system to cooperate with the Department of Fish and Wildlife to implement measures to avoid infestation by invasive mussels and to control or eradicate any infestation that occurs in a water supply system. Existing law requires any person, or federal, state, or local agency, district, or authority that owns or manages a reservoir, where specified activities are permitted, except as specified, to develop and implement a program designed to prevent the introduction of invasive mussel species, as provided. Existing law requires any entity that discovers invasive mussels within the state to immediately report the discovery to the department. This bill would prohibit a public agency from prohibiting imported water deliveries for groundwater replenishment, as defined, due to invasive mussels if the importation complies with a specified invasive mussel control plan and unless there is substantial, documented evidence of a proven health and safety risk as a result of the invasive mussels.

ACWA Position	Subject
Watch	

AB 1997 **(Lee D) Land use: housing development approvals: timelines and processes.**
Current Text: Amended: 6/18/2026 html pdf
Last Amend: 6/18/2026
Status: 8/4/2026-Read second time. Ordered to third reading.
Location: 8/4/2026-S. THIRD READING
Summary: The California Environmental Quality Act (CEQA) 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. The Permit Streamlining Act sets forth various procedures for the review and approval of development project applications. Among other things, the act requires a public agency that is the lead agency or a responsible agency for a development project to approve or disapprove the project within a specified period of time, which varies depending on the project's phase in the CEQA process. The act defines "development project" to include specified housing development projects, as provided. This bill would additionally require approval or disapproval of a housing development project within 30 days from the date of certification by the lead agency of

the environmental impact report (EIR), if the EIR is prepared pursuant to specified provisions of CEQA if certain other conditions are met. The bill would also define "housing development project" for the purposes of the Permit Streamlining Act and make additional conforming changes. By imposing additional duties on local agencies, the bill would impose a state-mandated local program.

ACWA Position	Subject
Oppose	

AB 2026 **(Aguiar-Curry D) Water diversion: groundwater recharge: permit.**
Current Text: Amended: 7/2/2026 html pdf
Last Amend: 7/2/2026
Status: 8/13/2026-In committee: Held under submission.
Location: 8/3/2026-S. APPR. SUSPENSE FILE
Summary: Existing law declares that all water within the state is the property of the people of the state, but the right to the use of the water may be acquired by appropriation in the manner provided by law. Existing law requires the appropriation to be for some useful or beneficial purpose. Existing law provides, however, that the diversion of floodflows for groundwater recharge does not require an appropriative water right if certain conditions are met, including that a local or regional agency that has adopted a local plan of flood control or has considered flood risks as part of its most recently adopted general plan has given notice, as provided, of imminent risk of flooding and inundation of lands, roads, or structures. Existing law defines "floodflow" for these purposes to include circumstances in which flows would inundate ordinarily dry areas in the bed of a terminal lake to a depth that floods dairies and other ongoing agricultural activities, or areas with substantial residential, commercial, or industrial development. Existing law applies those requirements to diversions commenced before January 1, 2029. Existing law prohibits an entity from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or from depositing or disposing of certain material where it may pass into any river, stream, or lake, without first notifying the Department of Fish and Wildlife of that activity, and entering into a lake or streambed alteration agreement if required by the department to protect fish and wildlife resources, except as specified. This bill would revise and recast those conditions required for the appropriative water right exemption for a diversion of floodflows for groundwater recharge, would apply the requirements to a diversion commenced before January 1, 2034, and would further exempt those diversions from the requirements of CEQA and requirements relating to lake or streambed alteration agreements, subject to conducting tribal consultation, as provided.

ACWA Position	Subject
Support/Amend	

AB 2032 **(Ransom D) Fish and wildlife: golden mussels.**
Current Text: Amended: 6/11/2026 html pdf
Last Amend: 6/11/2026

Status: 8/13/2026-From committee: Amend, and do pass as amended. (Ayes 7. Noes 0.) (August 13). Read second time and amended. Ordered returned to second reading.
Location: 8/13/2026-S. SECOND READING
Summary: Existing law, until January 1, 2030, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water within the state, invasive mussels, as defined. Existing law requires a public or private agency that operates a water supply system to cooperate with the Department of Fish and Wildlife to implement measures to avoid infestation by invasive mussels and to control or eradicate any infestation that may occur in a water supply system, and, if invasive mussels are detected, to prepare and implement a plan, as specified, to control or eradicate invasive mussels within the system (control plan). Existing law prohibits the importation, transportation, possession, or live release of specified wild animals, except under a revocable, nontransferable permit, known as a restricted species permit, issued by the department, in cooperation with the Department of Food and Agriculture, and only if certain requirements are met. Existing law authorizes the department to issue permits, commonly known as scientific collecting permits, to take or possess any form of plant or animal life for scientific, educational, or propagation purposes. This bill would exempt from the requirement to obtain a restricted species permit for golden mussels a public or private agency that operates a water supply system and has submitted a control plan to the department for maintenance and operational activities in the water supply system, as specified.

ACWA Position	Subject
Favor	

AB 2125 **(Bennett D) Groundwater basin adjudication: notice.**
Current Text: Enrolled: 8/12/2026 html pdf
Last Amend: 3/25/2026
Status: 8/11/2026-In Assembly. Ordered to Engrossing and Enrolling.
Location: 8/11/2026-A. ENROLLMENT
Summary: Existing law requires a plaintiff who files an action to comprehensively determine rights to extract groundwater from a basin to provide the court a draft notice of commencement of groundwater basin adjudication and a draft form answer to adjudication complaint, as specified. Existing law also requires a plaintiff to file, within a specified timeframe, a motion for approval of the draft notice and draft form answer. Under existing law, once the court approves the draft notice, the plaintiff is required to serve the notice, as specified. Following a court order approving both the notice and draft form answer and authorizing service thereof, existing law requires the plaintiff to take additional steps to provide notice to defendants including, but not limited to, mailing, by registered mail or certified mail, return receipt requested, the notice, complaint, and form answer to all holders of fee title to real property in the basin. Under existing law, if a return receipt is not received for a parcel of real property, the plaintiff must post a copy of the notice, complaint, and form answer in a conspicuous place on the real property. After completing these notice procedures, existing law requires the plaintiff to file a notice of completion of the mailing with the court. Existing law permits a court to authorize any other procedures it finds appropriate and necessary to provide notice to persons who may hold groundwater rights in basin. This bill would impose

additional requirements on a plaintiff when filing the notice of completion of mailing. The bill would require the plaintiff to include with the notice of completion an affidavit of the person who mailed the notice and the certified or registered mail delivery receipt for each parcel stating the date, time, and place of mailing. The bill would further require the notice to include as an attachment any certified or registered mail delivery receipts received as of the date of the filing.

ACWA Position	Subject
Watch	

AB 2180 **(Ward D) Local government: Proposition 218 Omnibus Implementation Act: proportional cost of service.**

Current Text: Amended: 5/22/2026 html pdf

Last Amend: 5/22/2026

Status: 6/11/2026-Read second time. Ordered to third reading.

Location: 6/11/2026-S. THIRD READING

Summary: The California Constitution specifies various requirements with respect to the levying of assessments and property-related fees and charges by a local agency. As part of those requirements, the California Constitution mandates that such fees or charges that are extended, imposed, or increased satisfy certain requirements, including, but not limited to, that the amount of the fee or charge imposed upon any parcel or person as an incident of property ownership not exceed the proportional cost of the service attributable to the parcel. Existing law, known as the Proposition 218 Omnibus Implementation Act (act), prescribes specific procedures and parameters for local jurisdictions to comply with these requirements and, among other things, authorizes an agency providing water, wastewater, sewer, or refuse collection services to adopt a schedule of fees or charges authorizing automatic adjustments that pass through increases in wholesale charges for water, sewage treatment, or wastewater treatment or adjustments for inflation under certain circumstances. This bill would authorize a local government to demonstrate the proportional cost of the service attributable to the parcel by any method that reasonably allocates the ascertainable cost of providing service to all parcels, if substantiated as provided. The bill would, however, provide that for water or sewer service fee or charge impositions, a local government is not required to provide an exact measure of the cost of the service at each parcel and may instead impose uniform or tiered rates to parcel or customer classes that are defined based on common characteristics indicative of likely water or sewer use.

ACWA Position	Subject
Support/Sponsor	

AB 2216 **(Aguiar-Curry D) Sacramento-San Joaquin Delta Conservancy.**

Current Text: Amended: 6/25/2026 html pdf

Last Amend: 6/25/2026

Status: 8/13/2026-In committee: Held under submission.

Location: 8/3/2026-S. APPR. SUSPENSE FILE

Summary: Existing law establishes in the Natural Resources Agency the Sacramento-San Joaquin Delta Conservancy. Existing law requires the conservancy to act as a

primary state agency to implement ecosystem restoration in the Delta and to support efforts that advance environmental protection and the economic well-being of Delta residents. Existing law specifies the composition of the governing board of the conservancy, including 11 voting members, and requires liaison advisers to serve in an advisory, nonvoting capacity. Existing law requires the conservancy to prepare and adopt a strategic plan to achieve the goals of the conservancy and requires the strategic plan to be consistent with certain plans. Existing law authorizes the conservancy to engage in partnerships with nonprofit organizations, local public agencies, and landowners, and authorizes the conservancy to provide grants and loans to state agencies, local public agencies, and nonprofit organizations to further the goals of the conservancy. Existing law establishes the Sacramento-San Joaquin Delta Conservancy Fund in the State Treasury. Existing law makes moneys in the fund available, upon appropriation by the Legislature, for purposes of these provisions. This bill would expand the area covered by the conservancy to include the Valley and Lake, as defined. The bill would rename the conservancy the Valley, Lake, and Delta Conservancy and make conforming changes. The bill would rename the Sacramento-San Joaquin Delta Conservancy Fund the Delta Conservancy Fund and create the Valley and Lake Conservancy Fund in the State Treasury, moneys in which would be available upon appropriation by the Legislature for purposes of the conservancy in the Valley and Lake. The bill would add to the governing board one additional voting member who is appointed by the Lake County Board of Supervisors and one who is a tribal representative appointed by the Governor, subject to confirmation by the Senate. By imposing additional requirements on the Lake County Board of Supervisors, the bill would impose a state-mandated local program.

ACWA Position	Subject
Watch	

AB 2218 **(Kalra D) Water policy: California Native American tribes.**

Current Text: Amended: 7/2/2026 html pdf

Last Amend: 7/2/2026

Status: 8/13/2026-From committee: Do pass. (Ayes 4. Noes 0.) (August 13). Read second time. Ordered to third reading.

Location: 8/13/2026-S. THIRD READING

Summary: Would require the state government to support California Native Americans to maintain cultural and linguistic traditions, practice ecosystem stewardship, and engage in good faith government-to-government consultations with all California Native American tribes regarding policies that may affect tribal communities.

ACWA Position	Subject
Oppose Unless Amended	

AB 2322 **(Papan D) Water discharge: commercial, industrial, or institutional sites.**

Current Text: Amended: 4/6/2026 html pdf

Last Amend: 4/6/2026
Status: 8/4/2026-Read second time. Ordered to third reading.
Location: 8/4/2026-S. THIRD READING
Summary: The State Water Resources Control Board and the 9 California regional water quality control boards prescribe waste discharge requirements for the discharge of stormwater by municipalities and industries in accordance with the federal national pollutant discharge elimination system (NPDES) permit program, established by the federal Clean Water Act and the Porter-Cologne Water Quality Control Act. Under existing law, the state board and the 9 regional water quality control boards issue permits for the discharge of stormwater from municipal separate storm sewer systems (MS4s). For purposes of issuing permits for the discharge of stormwater from MS4s, this bill define "commercial, industrial, or institutional site" or "CII site" as a privately owned parcel or contiguous parcels of land that are commercial, industrial, or institutional based on the appropriate county tax assessor land use codes, as specified.

ACWA Position	Subject
Watch	

AB 2410 **(Ellis R) Wildfire safety: fuels reduction projects: California Environmental Quality Act.**
Current Text: Amended: 7/9/2026 html pdf
Last Amend: 7/9/2026
Status: 8/13/2026-In committee: Held under submission.
Location: 8/3/2026-S. APPR. SUSPENSE FILE
Summary: The California Environmental Quality Act (CEQA) 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. CEQA exempts from its requirements certain projects. This bill would, until January 1, 2030, exempt from CEQA critical fuels reduction projects that address extremely flammable species, are conducted in communities located in high fire threat districts or very high fire hazard severity zones, and remove specified nonnative species or common species. The bill would require projects exempt from CEQA pursuant to this exemption to comply with the best management practices under the 2025 Statewide Fuels Reduction Environmental Protection Plan, as provided. The bill would require a lead agency carrying out a project exempt from CEQA pursuant to this exemption to consult with the Department of Fish and Wildlife, as provided, and to, within 90 days of project completion, submit a notice of project completion and a final compliance determination regarding the 2025 Statewide Fuels Reduction Environmental Protection Plan to the Secretary of the Natural Resources Agency and the Secretary for Environmental Protection, as provided. The bill would require, on or before March 1, 2028, and annually thereafter, the Secretary of the Natural Resources Agency to, in consultation with the Secretary for Environmental Protection, submit a report to the Legislature with specified information summarizing the implementation of these provisions during the preceding calendar year.

ACWA Position	Subject

Favor

AB 2469 **(Papan D) Data centers: water use disclosures.**

Current Text: Amended: 7/2/2026 html pdf

Last Amend: 7/2/2026

Status: 8/13/2026-From committee: Amend, and do pass as amended. (Ayes 4. Noes 2.) (August 13). Read second time and amended. Ordered returned to second reading.

Location: 8/13/2026-S. SECOND READING

Summary: The Planning and Zoning Law authorizes the legislative body of any county or city to adopt ordinances that, among other things, regulate the use of buildings, structures, and land as between industry, businesses, residences, and open space, as specified. This bill would prohibit a city, county, or city and county from approving a discretionary or ministerial permit or other entitlement that would result in the construction, or an expansion that increases the maximum peak water use, of a data center unless specified conditions are satisfied, including, among others, that the applicant provides the city, county, or city and a county prescribed information. The bill would include in this prescribed information a water scarcity plan, a water supply assessment, and a water use assessment, each as provided. The bill would also include in the specified conditions that the applicant assumes responsibility for the full cost of any required water conveyance, treatment or storage, or distribution infrastructure improvements necessary to serve the project, as determined by the Department of Water Resources or the applicable water supplier.

ACWA Position	Subject
Watch and Amend	

AB 2521 **(Papan D) California Council on Science and Technology: water availability study: Central Valley.**

Current Text: Amended: 7/2/2026 html pdf

Last Amend: 7/2/2026

Status: 8/13/2026-In committee: Held under submission.

Location: 8/3/2026-S. APPR. SUSPENSE FILE

Summary: Existing law establishes the Department of Water Resources within the Natural Resources Agency and vests it with various powers and duties related to water. Existing law requires the State Water Resources Control Board to administer a water rights program pursuant to which the board grants and revokes permits and licenses to appropriate water. Existing law authorizes any person who has an urgent need to divert and use water to apply for, and authorizes the board to issue, a conditional, temporary permit, as prescribed. Existing law finds and declares that the California Council on Science and Technology (CCST) was organized as a nonprofit corporation at the request of the Legislature for the specific purpose of offering expert advice to the state government on public policy issues significantly related to science and technology. This bill would, on or before January 1, 2028, require the Department of Water Resources, in consultation with the State Water Resources Control Board and the Department of Fish and Wildlife, to select 2 watersheds that are within, or drain into, the Central Valley to conduct a watershedwide water availability study. The bill would, subject to an

appropriation by the Legislature, request CCST to, in consultation with the Department of Water Resources and the board, undertake and complete a comprehensive study of water availability in the selected watersheds. The bill would require the study to, among other things, determine daily flow rates in rivers, streams, and creeks in the watersheds over the past 30 years to the extent data is available.

ACWA Position	Subject
Watch/Amend	

AB 2568 **(Johnson R) Water district directors: compensation.**

Current Text: Amended: 4/27/2026 html pdf

Last Amend: 4/27/2026

Status: 6/18/2026-Read second time. Ordered to third reading.

Location: 6/18/2026-S. THIRD READING

Summary: Existing law authorizes a water district, as defined, to adopt an ordinance that provides compensation to members of the governing board, as specified. Existing law prohibits a water district from adopting an ordinance that compensates members of the governing board for more than a total of 10 days in any calendar month. This bill would, until January 1, 2032, authorize a water district that has at least 90,000 residents within its jurisdiction to adopt an ordinance that compensates members of the governing board for up to a total of 15 days in any calendar month, but would require the members of the governing board of a water district that compensates its members for more than 10 days in a calendar month to annually adopt a written policy describing, based on a finding supported by substantial evidence, why providing compensation for more than 10 days per calendar month is necessary for the effective operation of the water district.

ACWA Position	Subject
Favor	

AB 2619 **(Papan D) Water resources: data centers.**

Current Text: Amended: 7/2/2026 html pdf

Last Amend: 7/2/2026

Status: 8/13/2026-From committee: Do pass. (Ayes 5. Noes 2.) (August 13). Read second time. Ordered to third reading.

Location: 8/13/2026-S. THIRD READING

Summary: Existing law authorizes the legislative body of an incorporated city and the county board of supervisors to license businesses carried on within their respective jurisdictions and to set license fees, as specified. This bill would require a person who owns or operates a data center, prior to applying to a city or a county for an initial business license, equivalent instrument, or permit, to provide its water supplier, under penalty of perjury, a good faith estimate of the expected water use, the anticipated source of water, and the data center's projected water use volume for the maximum day, maximum month, and average year. When applying to a city or county for an initial business license, the bill would require a person who owns or operates a data center to report, under penalty of perjury, on the application, a good faith estimate of the expected water use, the anticipated source of water, and the data center's projected

water use volume for the maximum day, maximum month, and average year. When applying to a city or county for a renewal of a business license, equivalent instrument, or permit, the bill would require a person who owns or operates a data center to report, under penalty of perjury, on the application, the data center's annual water use for the preceding calendar year, including total water and direct water use, as prescribed.

ACWA Position	Subject
Not Favor Unless Amended	

AB 2728 **(Soria D) Groundwater: de minimis extractors: fees: exemption.**

Current Text: Amended: 6/11/2026 html pdf

Last Amend: 6/11/2026

Status: 8/13/2026-Re-referred to Com. on L. GOV. pursuant to Assembly Rule 77.2.

Location: 8/13/2026-A. L. GOV.

Summary: Existing law authorizes a groundwater sustainability agency to impose fees, including, but not limited to, permit fees and fees on groundwater extraction or other regulated activity, to fund the costs of a groundwater sustainability program, and investigations, inspections, compliance assistance, enforcement, and program administration, as provided. Existing law prohibits a groundwater sustainability agency from imposing those fees on a de minimis extractor, as defined, unless the agency has regulated the user, as provided. This bill would authorize a local government, including, but not limited to, a groundwater sustainability agency, that imposes a fee, levy, charge, or exaction for groundwater monitoring or management, upon making specified findings, to exempt de minimis extractors, including the above-described regulated users, from the payment of the fee, levy, charge, or exaction, as provided.

ACWA Position	Subject
Watch	

AB 2739 **(Soria D) Water: affordability and system stabilization.**

Current Text: Amended: 7/2/2026 html pdf

Last Amend: 7/2/2026

Status: 8/13/2026-From committee: Do pass. (Ayes 7. Noes 0.) (August 13). Read second time. Ordered to third reading.

Location: 8/13/2026-S. THIRD READING

Summary: Existing law establishes in the Natural Resources Agency the Department of Water Resources. Existing law vests in the department powers, duties, purposes, responsibilities, and jurisdiction in matters pertaining to water or dams. Existing law declares the responsibility of the state to assist local governments in providing certain essential services and facilities where water resource construction projects financed, in whole or in part, by the state or by the state jointly with the federal government create an undue burden on a local area's ability to provide these services and facilities. Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking

water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This bill would establish in the State Treasury the Water Affordability and System Stabilization Fund for holding the principal and income of the Water Affordability and System Stabilization Trust, which the bill would create.

ACWA Position	Subject
Support	

AB 2777 **(Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund program: loans: outdoor eating areas: water reuse.**
Current Text: Amended: 3/26/2026 html pdf
Last Amend: 3/26/2026
Status: 8/4/2026-Read second time. Ordered to third reading.
Location: 8/4/2026-S. THIRD READING
Summary: Existing law establishes the State Water Pollution Control Revolving Fund program, pursuant to which state and federal funds are continuously appropriated from the State Water Pollution Control Revolving Fund to the State Water Resources Control Board for loans and other financial assistance for purposes related to the federal Clean Water Act. Existing law establishes the State Water Pollution Control Revolving Fund Administration Fund (administration fund) to provide funds, upon appropriation by the Legislature, to be expended by the state board for payment of the reasonable costs of administering the State Water Pollution Control Revolving Fund. Existing law authorizes the state board to assess an annual charge for financial assistance services, not to exceed 1% of the financial assistance repayment amount and computed according to the true interest cost method, as provided, and requires those annual charges to be deposited into the administration fund. Existing law authorizes the financial service rate to be applied at any time during the term of the financial assistance and requires the rate to remain unchanged for the duration of the financial assistance. Existing law prohibits the financial assistance rate from increasing the financial assistance repayment amount after being applied. Existing law requires the state board to, at least once each fiscal year, adjust the financial assistance service rate. Existing law requires the state board to set the total amount of revenue collected each year through the annual charges at an amount that is equal as practicable to the appropriation amount set forth in the annual Budget Act. This bill would additionally authorize the state board to assess fees in place of an annual charge for financial assistance and would authorize the fees or annual charge to be assessed at any rate as permitted by federal law.

ACWA Position	Subject
Favor	

SB 239 **(Arreguín D) Crimes: criminal threats.**
Current Text: Amended: 7/2/2026 html pdf
Last Amend: 7/2/2026

Status: 8/13/2026-Assembly Rule 63 suspended. From committee: Do pass. (Ayes 15. Noes 0.) (August 13). Read second time. Ordered to third reading.

Location: 8/13/2026-A. THIRD READING

Summary: Existing law makes it a crime to willfully threaten to commit a crime that will result in death or great bodily injury to another person, as specified. Under existing law, this crime is punishable as a misdemeanor or by imprisonment in state prison as a felony. Existing law, for the purposes of sentencing for a felony violation of these provisions, authorizes the court to consider, as a factor in aggravation, that the defendant willfully threatened to commit a crime that would result in the death or great bodily injury of a state constitutional officer, a Member of the Legislature, or a judge or court commissioner, as specified. This bill would additionally authorize the court to consider, as a factor in aggravation, that the defendant willfully threatened to commit a crime that would result in the death or great bodily injury of an elections official of a city, county, city and county, or public district, or an elected local agency official, as specified.

ACWA Position	Subject
Favor	

SB 445 **(Wiener D) High-speed rail: third-party agreements, permits, and approvals: regulations.**

Current Text: Amended: 7/17/2025 html pdf

Last Amend: 7/17/2025

Status: 8/28/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-A. 2 YEAR

Summary: Current law creates the High-Speed Rail Authority Office of the Inspector General (office) and authorizes the High-Speed Rail Authority Inspector General (inspector general) to initiate an audit or review regarding oversight related to delivery of the high-speed rail project undertaken by the authority and the selection and oversight of contractors related to that project. Current law requires the inspector general to submit annual reports to the Legislature and Governor regarding its findings. This bill would require the authority, on or before July 1, 2026, to develop and adopt internal rules, as defined, setting forth standards and timelines for the authority to engage utilities to ensure coordination and cooperation in relocating utility infrastructure or otherwise resolving utility conflicts affecting the delivery of the high-speed rail project. The bill would require the authority to ensure that the internal rules, among other things, identify the circumstances under which the authority would be required seek to enter into a cooperative agreement with a utility that, where relevant, identifies who is responsible for specific utility relocations, as specified.

ACWA Position	Subject
Not Favor	

SB 599 **(Caballero D) Atmospheric rivers: research: forecasting methods: experimental tools.**

Current Text: Amended: 4/24/2025 html pdf
Last Amend: 4/24/2025
Status: 8/4/2026-From inactive file. Ordered to third reading.
Location: 9/10/2025-A. THIRD READING
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. Current 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. 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	Subject
Favor	

SB 601 **(Allen D) Water: waste discharge.**
Current Text: Amended: 7/10/2025 html pdf
Last Amend: 7/10/2025
Status: 8/13/2026-August 13 hearing: Held in committee and under submission.
Location: 8/7/2026-A. APPR. SUSPENSE FILE
Summary: 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. Under the act, the State Water Resources Control Board is authorized to adopt water quality control plans for waters for which quality standards are required by the federal Clean Water Act, as specified, and that in the event of a conflict, those plans supersede regional water quality control plans for the same waters. This bill would authorize the state board to adopt water quality control plans for nexus waters, which the bill would define as all waters of the state that are not also navigable, except as specified. The bill would require any water quality standard that was submitted to, and approved by, or is awaiting approval by, the United States Environmental Protection Agency or the state board that applied to nexus waters as of May 24, 2023, to remain in effect, as provided.

ACWA Position	Subject
Oppose	

SB 724 **(Richardson D) Public housing: lead testing.**
Current Text: Amended: 5/5/2025 html pdf
Last Amend: 5/5/2025
Status: 8/28/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)
Location: 8/28/2025-A. 2 YEAR
Summary: Current 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. This bill would require the owner of a public housing unit that is owned or managed by a city, county, city and county, or city, county, or city and county housing authority, to provide information to the residents of the public housing unit regarding any applicable existing program that offers free testing of the water for lead.

ACWA Position | **Subject**

Watch/Amend

SB 872 **(McNerney D) Delta Levees and Canal Subsidence Fund.**

Current Text: Amended: 8/13/2026 html pdf

Last Amend: 8/13/2026

Status: 8/13/2026-Assembly Rule 63 suspended. From committee: Do pass as amended. (Ayes 11. Noes 0.) (August 13). Read second time and amended. Ordered to second reading.

Location: 8/13/2026-A. SECOND READING

Summary: The Sacramento-San Joaquin Delta Reform Act of 2009, declares that the Sacramento-San Joaquin Delta (Delta) is a critically important natural resource for California and the nation and it serves as both the hub of the California water system and the most valuable estuary and wetland ecosystem on the west coast of North and South America. Existing law establishes in the Natural Resources Agency the Department of Water Resources (department). Existing law requires the department and the Department of Fish and Wildlife to determine the principal options for the Delta and requires the department to evaluate and comparatively rate each option for its ability to do specified things, including, among others, to maintain Delta water quality for Delta users, and to preserve, protect, and improve Delta levees. Existing law establishes in the agency the Sacramento-San Joaquin Delta Conservancy. Existing law requires the conservancy to act as a primary state agency to implement ecosystem restoration in the Delta and to support efforts that advance environmental protection and the economic well-being of Delta residents. Existing law provides for the preservation of specified management areas of the Suisun Marsh, pursuant to a protection plan prepared and adopted by the San Francisco Bay Conservation and Development Commission, as provided. Existing law establishes the Delta Stewardship Council, and requires the council to develop, adopt, and implement a comprehensive long-term management plan for the Delta, known as the Delta Plan, as provided. Existing law requires the department, upon appropriation, to reimburse an eligible local agency for costs incurred for the maintenance or improvement of specified levees, in an amount not to exceed 75% of costs incurred in excess of a set amount per mile, as provided. This bill would require the department to reimburse 100% of the excess costs if a local agency demonstrates economic hardship and the reimbursement is for a project that addresses a threat to life, property, water supply, or habitat.

ACWA Position | **Subject**

Support

SB 899 **(Grove R) Fire prevention: Wildfire and Forest Resilience Task Force: wildfire smoke.**

Current Text: Amended: 5/14/2026 html pdf

Last Amend: 5/14/2026

Status: 8/13/2026-August 13 hearing: Held in committee and under submission.

Location: 6/24/2026-A. APPR. SUSPENSE FILE

Summary: Existing law requires the Wildfire and Forest Resilience Task Force to develop a comprehensive implementation strategy to track and ensure the achievement of the goals and key actions identified in the state's "Wildfire and Forest Resilience Action Plan," as provided. Existing law requires, on or before March 1, 2026, and every 5 years thereafter, the task force to update the action plan. This bill would require the task force, on or before July 1, 2028, and in cooperation with the Office of Environmental Health Hazard Assessment, the State Air Resources Board, and the State Department of Public Health, to assess the health costs and impacts of wildfire smoke using existing wildfire smoke and health data, as provided. The bill would require the task force, in developing this assessment, to, among other things, develop a model to determine the approximate health benefits of achieving the goals identified in the action plan and make recommendations on how the action plan can increase its health benefits.

ACWA Position	Subject
Support/Sponsor	

SB 952 **(Laird D) State Water Project: renewable energy resources and zero-carbon resources.**

Current Text: Amended: 8/6/2026 html pdf

Last Amend: 8/6/2026

Status: 8/13/2026-Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending.

Location: 8/13/2026-S. CONCURRENCE

Summary: Under existing law, it is the policy of the state that eligible renewable energy resources and zero-carbon resources supply 90% of all retail sales of electricity to California end-use customers by December 31, 2035, 95% of all retail sales of electricity to California end-use customers by December 31, 2040, 100% of all retail sales of electricity to California end-use customers by December 31, 2045, and 100% of electricity procured to serve all state agencies by December 31, 2035, as specified. Existing law requires the Department of Water Resources to procure eligible renewable energy resources and zero-carbon resources to satisfy those state agency obligations imposed on the State Water Resources Development System, commonly known as the State Water Project, pursuant to that policy. Existing law authorizes the department to defer, until no later than December 31, 2040, procuring zero-carbon electricity resource quantities equal to the amount of electricity provided under an existing contract to procure fossil generation entered into before January 1, 2010, if the department determines that the full achievement of the state agency obligations imposed on the State Water Project would require the early termination of the existing contract and that early termination of the existing contract would result in significant uneconomic costs. Existing law requires the department, in conducting procurement, to consider specified

factors and requires that all resources procured be used first to meet the department's own electricity needs. This bill would require the department, in conducting that procurement, to also consider portfolio diversity, resource type, location, and hours of typical peak operation. The bill would expand the scope of the department's authorization to defer the procurement of those resource quantities to apply to an existing contract to procure fossil generation entered into before January 1, 2011, rather than January 1, 2010.

ACWA Position	Subject
Favor	

SB 1014 **(Grayson D) Development projects: preliminary estimate of required improvements: onsite and offsite improvements.**

Current Text: Amended: 6/3/2026 html pdf

Last Amend: 6/3/2026

Status: 8/6/2026-Read second time. Ordered to third reading.

Location: 8/6/2026-A. THIRD READING

Summary: The Permit Streamlining Act sets forth various procedures for the review and approval of development project applications, including, among other things, requiring each public agency to compile one or more lists that specify in detail the information that will be required from any applicant for a development project. The act also requires a city, county, or city and county to deem an applicant for a housing development project to have submitted a preliminary application upon providing specified information about the proposed project to the city, county, or city and county from which approval for the project is being sought. This bill would permit an applicant who submits a preliminary application for a housing development project, as specified, or an application if a preliminary application is not submitted, to include in the preliminary application or application a request for a preliminary estimate of required improvements, as provided. The bill would require a city, county, or city and county that receives a request under these provisions to provide the preliminary estimate within 30 business days of the submission of the request, as provided. The bill would authorize, for improvements required by a public agency, as specified, the applicant to request, within 30 days of submission, a list of the types of improvements that may be required, as provided. The bill, within 30 business days of deeming an application for a postentitlement phase permit complete, would additionally require the city, county, or city and county to provide the applicant with an itemized list of all onsite and offsite improvements that will be required prior to issuance of, or otherwise in connection with, that permit, as provided.

ACWA Position	Subject
Not Favor Unless Amended	

SB 1055 **(Laird D) Pajaro Regional Flood Management Agency: contracts.**

Current Text: Amended: 6/23/2026 html pdf

Last Amend: 6/23/2026
Status: 8/13/2026-Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending.
Location: 8/13/2026-S. CONCURRENCE
Summary: The Local Agency Public Construction Act governs public works contracts awarded by counties and requires the work of construction or repair of specified public buildings to be done by contract, if the estimated cost exceeds $4,000, as prescribed. Existing law, in counties containing a population of 500,000 or more, exempts that work from the above-described requirement if the estimated cost of the work is less than $6,500. This bill would, until January 1, 2035, authorize the Pajaro Regional Flood Management Agency, upon approval of its governing body, to use specified alternative project delivery methods, in addition to other contracting methods allowable by law, and require a contract awarded pursuant to these provisions to be awarded on a best value basis or to the lowest responsible bidder. Because the bill would expand the crime of perjury, it would impose a state-mandated local program. The bill would require the agency to follow specified procedures if its governing body approves the use of Job Order contracting, as defined, and limit the maximum total dollar amount that may be awarded under a single Job Order contract and the term of a Job Order contract. The bill would require the agency to prepare an independent cost estimate for each individual job order developed under a Job Order contract. The bill would prohibit an agency from using job order contracting unless it enters into a project labor agreement, as specified.

ACWA Position	Subject
Favor	

SB 1085 **(Durazo D) Water supply planning: housing developments.**
Current Text: Amended: 6/17/2026 html pdf
Last Amend: 6/17/2026
Status: 8/6/2026-Read second time. Ordered to third reading.
Location: 8/6/2026-A. THIRD READING
Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to be responsible for determining whether a project is exempt from CEQA and whether an environmental impact report, a negative declaration, or a mitigated negative declaration is required. Existing law requires a city or county that determines a certain type of project is subject to the requirements of CEQA to identify any public water system that may supply water for the project and to request those public water systems to prepare a specified water supply assessment, as provided. This bill, among other things, would instead require a city or county, upon receipt of a preliminary application for a housing development project that meets certain conditions, or upon a development application for certain projects being determined as complete or deemed complete, to make that identification of public water systems. The bill would require a city or county, within 15 days of receiving an application that meets either of the above-mentioned criteria, to request each identified public water system to determine whether the projected water demand associated with the proposed project was included in the most recently adopted urban water management plan.

ACWA	Subject

Position
Favor

SB 1125 **(Menjivar D) Water Rate Assistance Program.**
Current Text: Amended: 8/13/2026 html pdf
Last Amend: 8/13/2026
Status: 8/13/2026-Assembly Rule 63 suspended. From committee: Do pass as amended. (Ayes 11. Noes 1.) (August 13). Read second time and amended. Ordered to second reading.
Location: 8/13/2026-A. SECOND READING
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 residential water services to low-income residential ratepayers, as specified. The bill establishes separate implementation procedures depending on whether the state board determines that the Legislature appropriated enough moneys from the fund for a partial implementation of the program or a statewide implementation of the program. 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 and submit a report to the Legislature or post the report on its internet website, 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.

ACWA Position
Support If Amended

Subject

SB 1153 **(Caballero D) Disaster preparedness: urban retail water suppliers and public water systems: wildfire.**
Current Text: Amended: 6/22/2026 html pdf
Last Amend: 6/22/2026
Status: 8/6/2026-Read second time. Ordered to third reading.
Location: 8/6/2026-A. THIRD READING
Summary: The California Emergency Services Act requires all public water systems, as defined, with 10,000 or more service connections to review and revise their disaster preparedness plans in conjunction with related agencies, including, but not limited to, local fire departments and the Office of Emergency Services, to ensure that the plans

are sufficient to address possible disaster scenarios. A person, as defined, who violates the provisions of this act is guilty of a misdemeanor. This bill, beginning January 1, 2028, would require all urban retail water suppliers, as defined, serving a high or very high fire hazard severity zone to include incident-specific response procedures for wildfires as part of their disaster preparedness plans, including any applicable emergency response plan as required by federal law. The bill would require these plans to include, among other things, mitigation actions, including actions, procedures, and equipment, that can obviate or significantly lessen the impact of a wildfire on the water system and the supply of drinking water provided by the water supplier.

ACWA Position	Subject
Support/Sponsor	

SB 1263 **(McGuire D) Contractors: debris removal.**

Current Text: Amended: 8/13/2026 html pdf

Last Amend: 8/13/2026

Status: 8/13/2026-Read third time and amended. Ordered to third reading.

Location: 8/6/2026-A. THIRD READING

Summary: Existing law, the Contractors State License Law, provides for the licensure and regulation of contractors by the Contractors State License Board. Existing law prohibits contractors from performing specified acts. Existing law requires the Department of Resources Recycling and Recovery or another state agency tasked to manage contracts for wildfire debris cleanup and removal by the Office of Emergency Services to prequalify contractors to enter into contracts to perform prescribed wildfire debris cleanup and removal work in communities impacted by wildfires. Notwithstanding the prequalification requirement, this bill would prohibit a contractor from engaging in debris removal that includes hazardous materials on residential or commercial property that is damaged or destroyed by a natural disaster for which an emergency or major disaster is declared, unless the contractor has one of the specified licenses or classifications, as provided.

ACWA Position	Subject
Watch and Amend	

SB 1326 **(Wahab D) California Environmental Quality Act: tribal cultural resources: mitigation measures.**

Current Text: Amended: 6/11/2026 html pdf

Last Amend: 6/11/2026

Status: 8/13/2026-August 13 hearing: Held in committee and under submission.

Location: 8/5/2026-A. APPR. SUSPENSE FILE

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, before releasing an environmental review document for a project, to begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project, as provided. CEQA authorizes the parties,

as a part of the consultation, to propose mitigation measures capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource. CEQA defines a tribal cultural resource as including, among other things, a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe that is included or determined to be eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources, as provided. This bill would modify the definition of tribal cultural resource to, among other things, include a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe that is identified by the Native American Heritage Commission as a sacred place, as provided, or included in a local tribal register and provided to the lead agency by a consulting California Native American tribe.

ACWA Position	Subject
Not Favor Unless Amended	

SB 1417 **(Pérez D) Mutual water companies: assessments and water charges: notice.**
Current Text: Amended: 6/29/2026 html pdf
Last Amend: 6/29/2026
Status: 8/3/2026-Read second time. Ordered to third reading.
Location: 8/3/2026-A. THIRD READING
Summary: Would prohibit a mutual water company from charging, issuing a bill, or otherwise seeking to hold tenants of shareholders responsible for the costs of water or its delivery, except for specified tenants, and would require all notices of charges for water to be sent to the last known address of the shareholder or tenant, as applicable, or by electronic mail if the shareholder or tenant, as applicable, has provided and verified the use of an electronic mail address to the company within the last year.

ACWA Position	Subject
Oppose Unless Amended	

SB 1425 **(Cortese D) High-Speed Rail Authority: property: operating right-of-way.**
Current Text: Amended: 8/13/2026 html pdf
Last Amend: 8/13/2026
Status: 8/13/2026-Assembly Rule 63 suspended. From committee: Do pass as amended. (Ayes 11. Noes 4.) (August 13). Read second time and amended. Ordered to second reading.
Location: 8/13/2026-A. SECOND READING
Summary: The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed rail system in the state, with specified powers and duties, including the power to acquire rights-of-way through purchase or eminent

domain, as specified. This bill would establish a permit program, administered by the authority, for encroachments on the authority's operating right-of-way. The bill would make any person who installs or performs an encroachment within the authority's operating right-of-way, without a permit, guilty of a misdemeanor, except as provided. The bill would also make any person who willfully damages any feature of the high-speed train system or any portion of the authority's operating right-of-way guilty of a misdemeanor. The bill would provide for civil penalties for specified categories of encroachment and, unless authorized by law or an encroachment permit, would make it unlawful to manage water flows in certain ways that impact the high-speed train system or the authority's operating right-of-way, as specified. The bill would authorize the authority or the Attorney General to recover these civil penalties.

ACWA Position	**Subject**
Not Favor	

MEMORANDUM

TO: State Water Project Policy Committee
Agenda Item No. 3a

FROM: Craig Wallace

DATE: August 27, 2026

SUBJECT: Report on 2026 State Water Project and Central Valley Project Allocations and Operations

Issue:
Report on 2026 State Water Project and Central Valley Project allocations and operations.

Recommended Motion:
None – information only.

Discussion:
State Water Project Operations
On May 15, 2026, the California Department of Water Resources (DWR) notified State Water Project (SWP) contractors that it was increasing the approved allocation to 45 percent of contracted 2026 SWP Table A water supplies. This was the final allocation increase of the year.

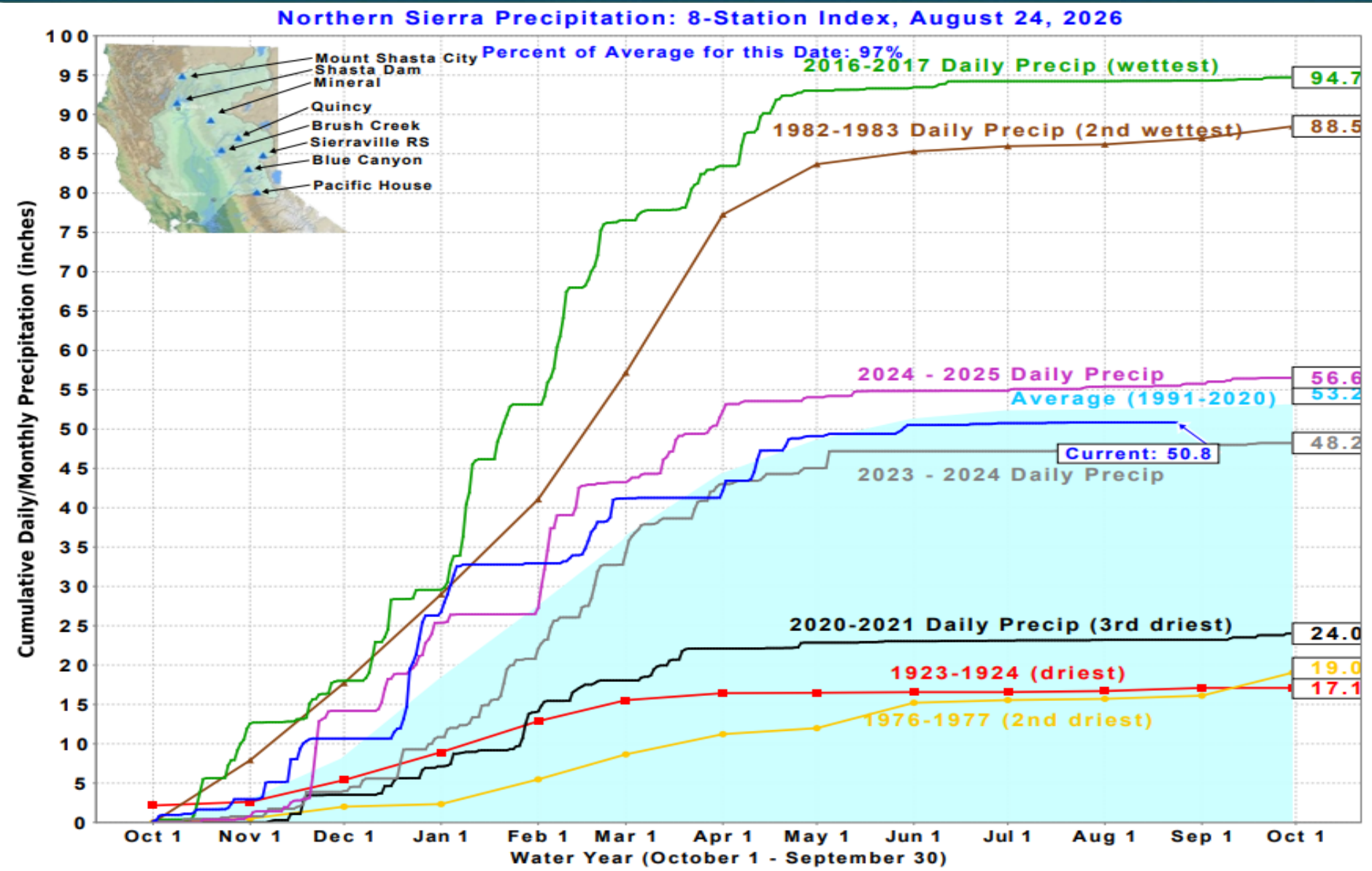
As of August 24, 2026, the Northern Sierra Precipitation Eight-Station Index had received 50.8 inches of precipitation, or 97 percent of average-to-date. (See Attachments 1 and 2.) The near-term forecast predicts no precipitation over the next ten days for the Feather River Basin. (See Attachments 3 and 4.) The long-term forecast predicts increased chances of above normal temperatures, equal chances of above or below normal precipitation for Northern California, and increased chances of above normal precipitation from September 2026 through November 2026. (See Attachment 5.)

Through August 23, 2026, Lake Oroville storage had decreased to about 2,096,831 acre-feet (af). (See Attachment 6.) As of August 23, 2026, the State Water Project (SWP) share of San Luis Reservoir (San Luis) storage had increased to about 824,811 af. (See Attachment 7.) SWP exports are currently averaging approximately 14,000 af per day and Central Valley Project (CVP) exports are currently averaging about 8,400 af per day. Exports continue to be adjusted daily as Sacramento-San Joaquin Delta hydrologic and water quality conditions allow.

Central Valley Project Operations
As of August 23, 2026, the CVP share of San Luis storage had increased to about 409,196 af. On August 11, 2026, the United States Bureau of Reclamation announced an increase to 2026 water supply allocations for CVP water users. South of Delta Ag Contractors increased to 28 percent of their contracted supply. The Friant Division remains at 100 percent for Class 1 supplies.

Attachment 1

Northern Sierra Precipitation Eight-Station Index: August 24, 2026



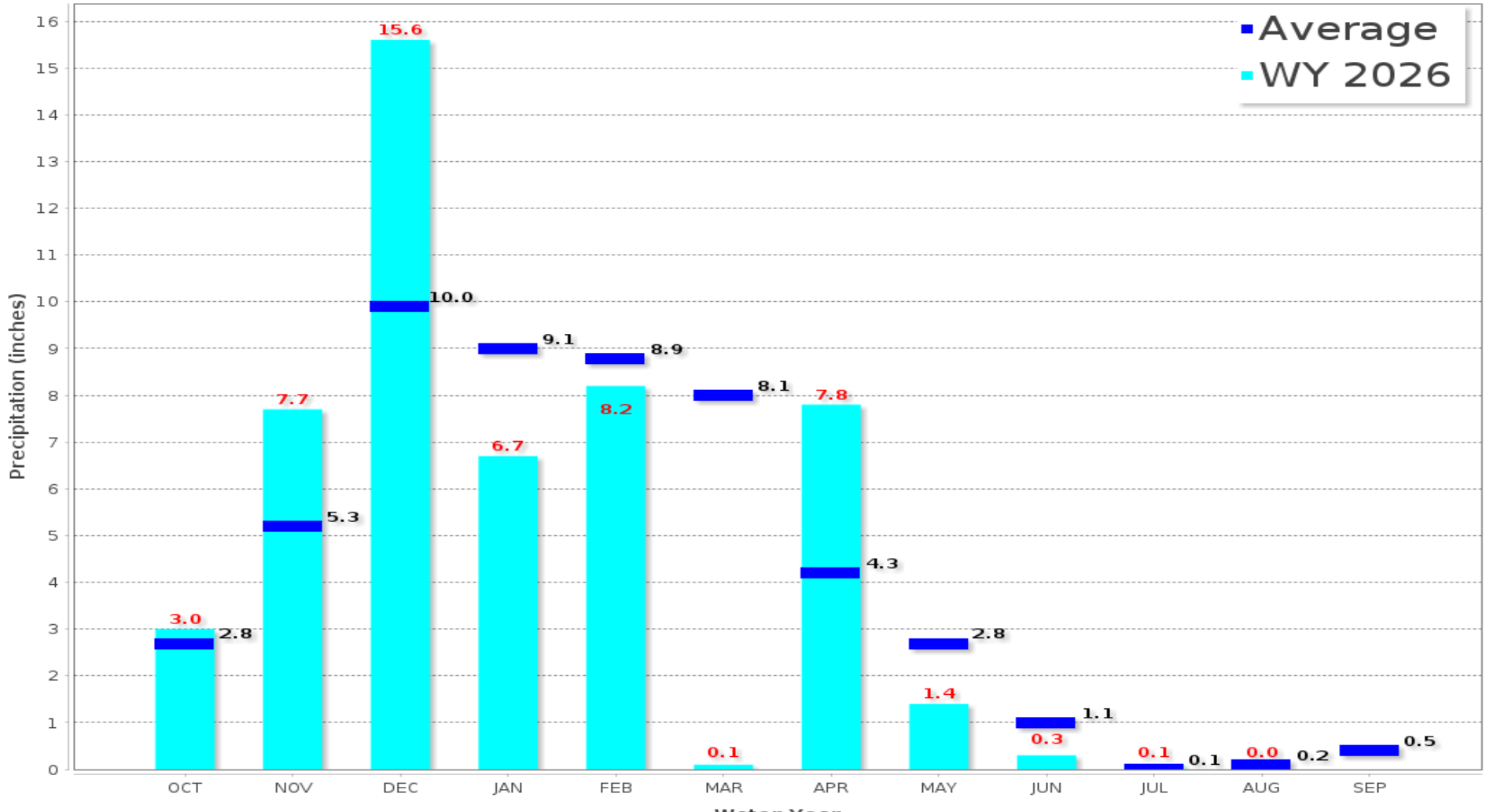
Northern Sierra Precipitation Eight-Station Index: August 24, 2026

Northern Sierra 8-Station

Precipitation Index for Water Year 2026- Updated on August 24, 2026 10:54 AM

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



Feather River Basin Forecast

10-Day Feather Basin Quantitative Precipitation Forecast (QPF)

Monday, August 24, 2026
(each day ends at 0400 PST)

Day No.	Date		Precip (inches)	Snow Level (ft)	Average Daily* Precip (inches)	Average Daily* Snow Depth (inches)	Average Daily* Min Temp (°F)
	Saturday, August 15, 2026	Actual	**0.0**	12500			
	Sunday, August 16, 2026		**0.0**	13000			
	Monday, August 17, 2026		**0.0**	13500			
	Tuesday, August 18, 2026		**0.0**	14000			
	Wednesday, August 19, 2026		**0.0**	15000			
	Thursday, August 20, 2026		**0.0**	15000			
	Friday, August 21, 2026		**0.0**	15000			
	Saturday, August 22, 2026		**0.0**	14500			
	Sunday, August 23, 2026		**0.0**	14500			
	Monday, August 24, 2026		**0.0**	11000	**0.0**	**0.0**	**50.8**
	Total observed:		**0.0**				
1	Tuesday, August 25, 2026	Forecast	0.0	13,500	0.0	0.0	50.0
2	Wednesday, August 26, 2026		0.0	14,000	0.0	0.0	50.0
3	Thursday, August 27, 2026		0.0	14,000	0.0	0.0	49.5
4	Friday, August 28, 2026		0.0	14,000	0.0	0.0	50.5
5	Saturday, August 29, 2026		0.0	13,000	0.0	0.0	50.5
6	Sunday, August 30, 2026		0.0	13,000	0.0	0.0	49.8
7	Monday, August 31, 2026		0.0	9,000	0.0	0.0	50.2
8	Tuesday, September 1, 2026		0.0	9,000	0.0	0.0	50.8
9	Wednesday, September 2, 2026		0.0	9,000	0.0	0.0	50.8
10	Thursday, September 3, 2026		0.0	9,500	0.0	0.0	51.2
11	Friday, September 4, 2026		0.0	9,500	0.0	0.0	50.0
	10-Day Total:		**0.0**		**0.0**		
	10-Day Percent of Normal:		**0%**				

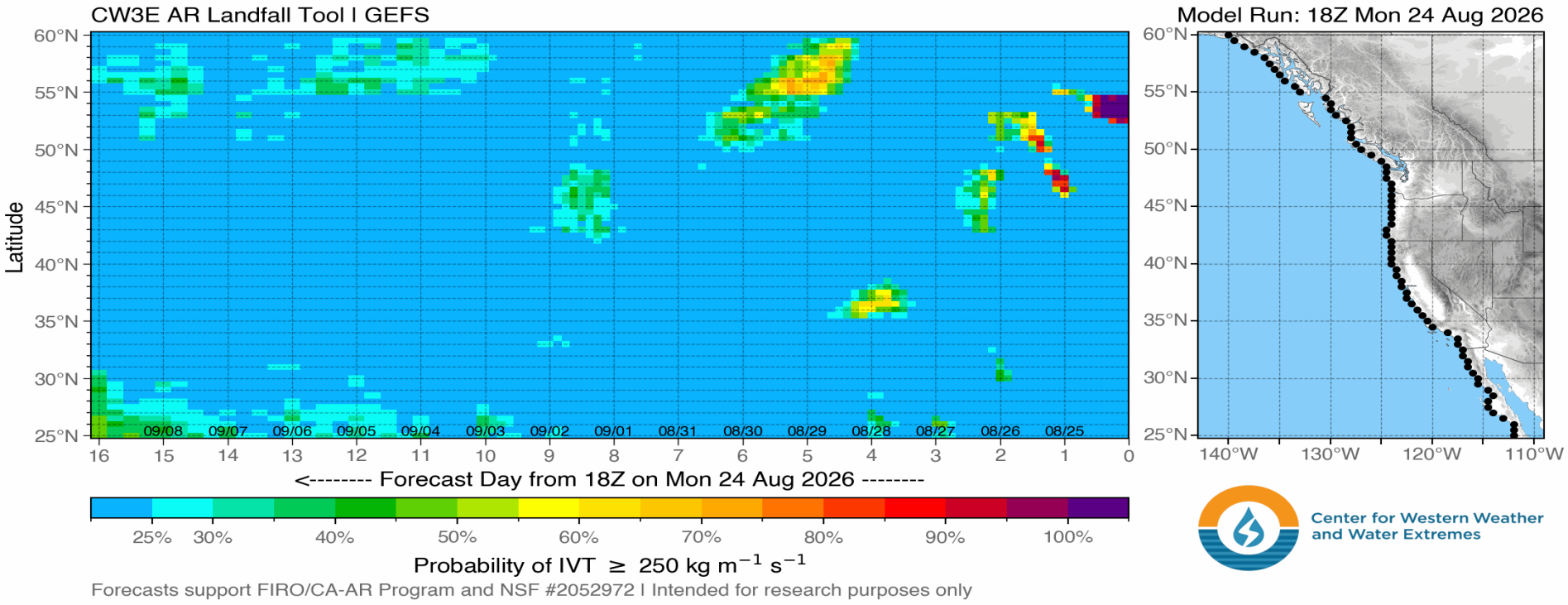
Accumulated Observed Precip for WY 2026: **55.7** **(WY 2025: 65.5)**
(112% YTD Ave)

Comments:

Dry hot conditions with patchy smoke through the afternoon. Highs 67 to 77 with south winds gusting to 25 mph. Lows 47 to 55 with south winds continuing through the week. Freezing levels remain above 13000 feet with some cooling expected next week as freezing levels are forecast to fall to near 9000 ft.

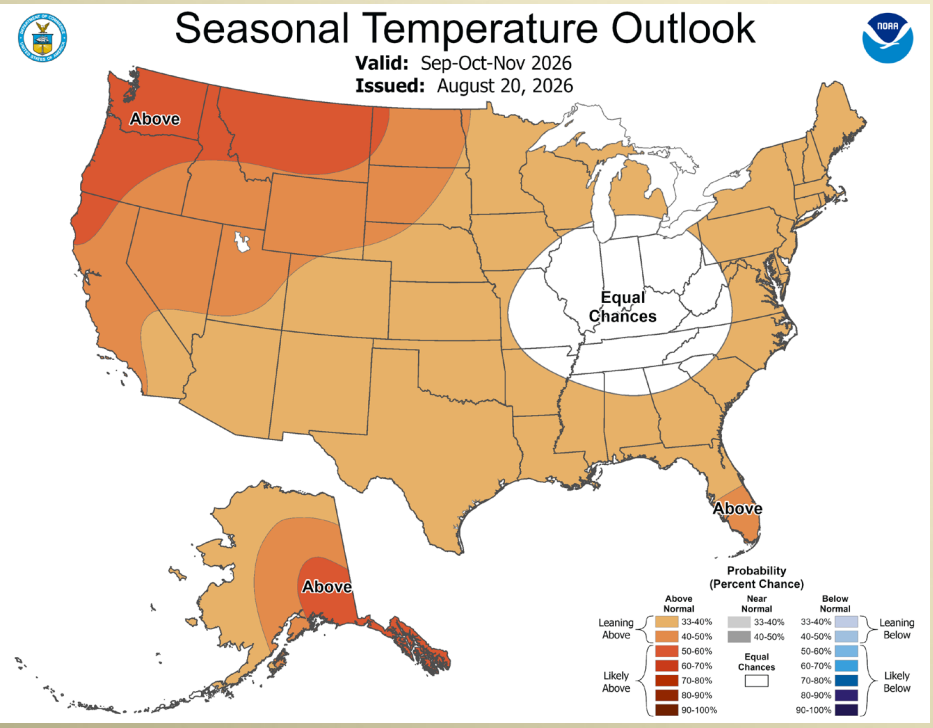
Atmospheric River Forecast

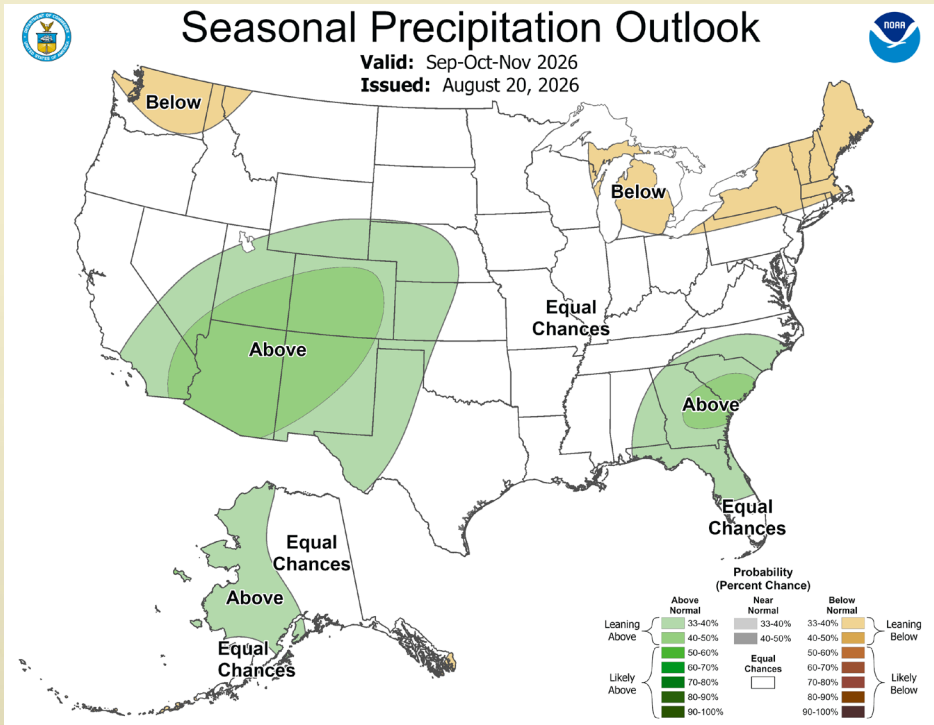
Attachment 4



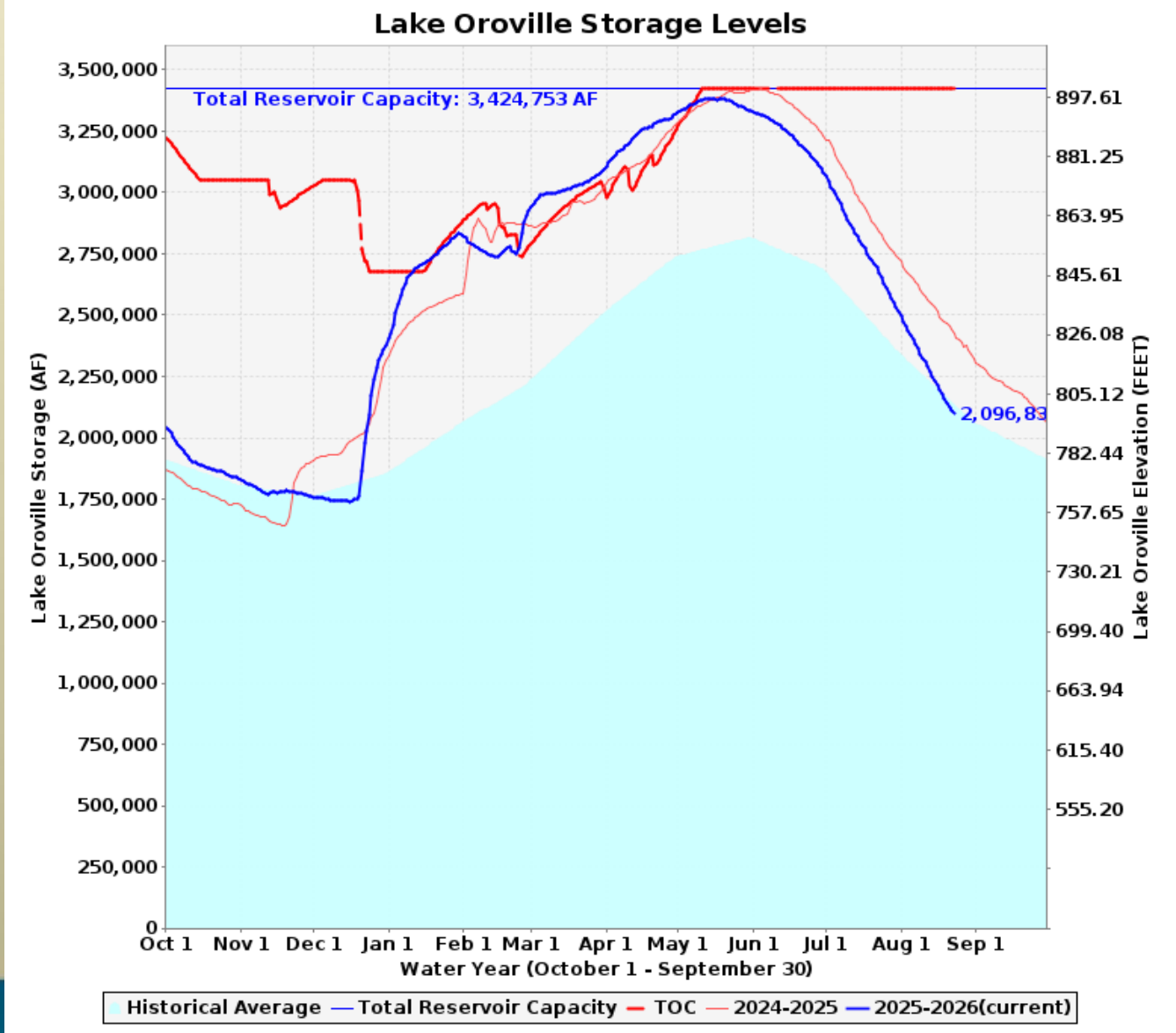
Long-term Forecast

Attachment 5



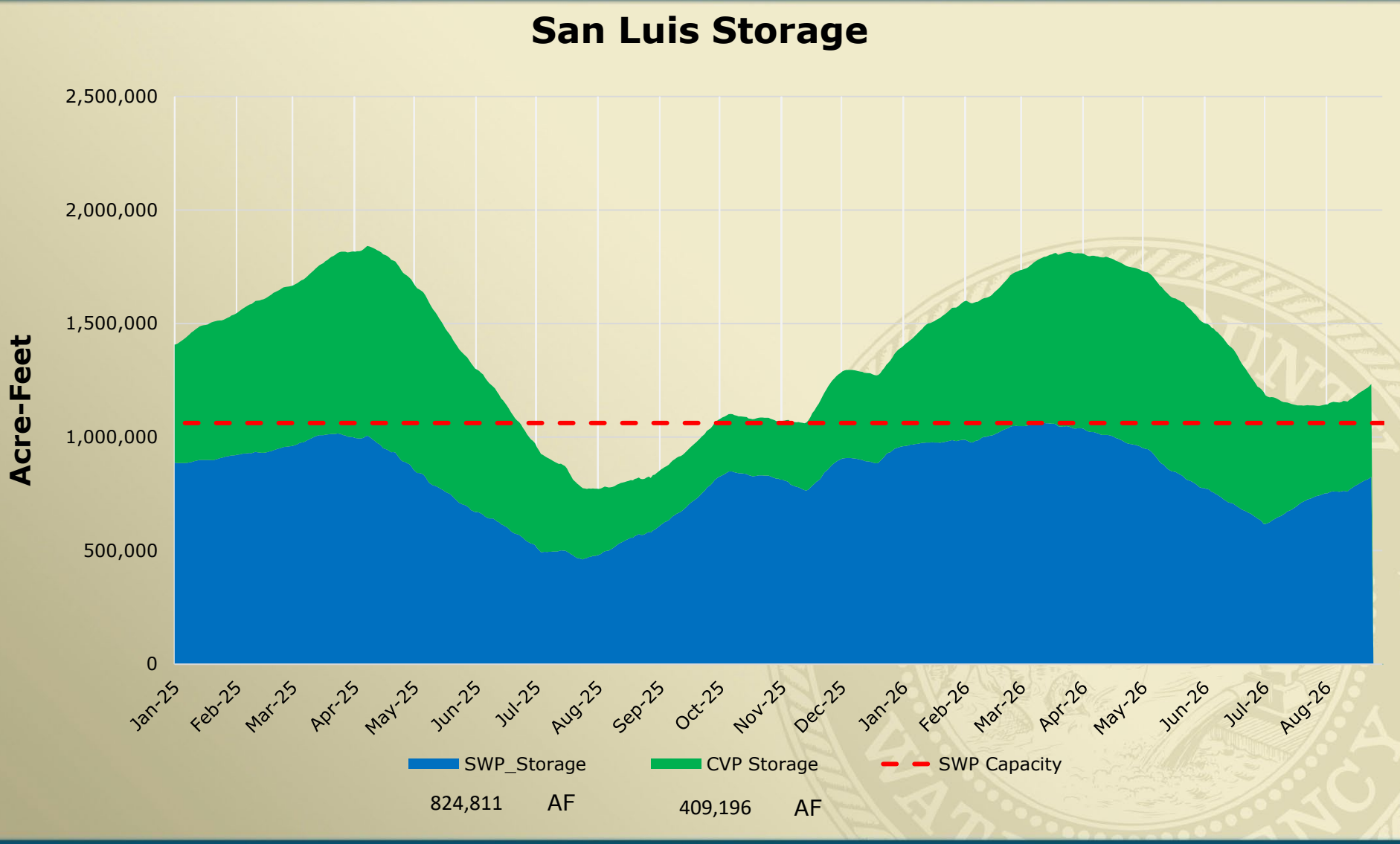


Lake Oroville Storage: August 23, 2026



Attachment 7

San Luis Reservoir Storage: August 23, 2026



Water Resources Committee

MEMORANDUM

TO: Water Resources Committee
Agenda Item No. 2a

FROM: Monica Tennant

DATE: August 27, 2026

SUBJECT: Emergency Action Regarding Golden Mussels

Issue:
Review of the emergency action regarding golden mussels.

Recommended Motion:
Continue the emergency action regarding golden mussels, as outlined in the August 27, 2026 staff memorandum to the Water Resources Committee, Agenda Item No. 2a.

Discussion:
On January 22, 2026, the Kern County Water Agency (Agency) Board of Directors (Board) adopted Resolution No. 03-26 delegating authority to the General Manager or their designee to act in emergency conditions to repair and replace facilities as needed to rectify an emergency.

On March 18, 2026, the Water Resources Manager took action pursuant to Resolution No. 03-26 to declare an emergency and authorize the immediate engagement of a consultant to design golden mussel treatment facilities to protect the Cross Valley Canal (CVC), prevent water delivery disruption and maintain water service essential to public health and safety. Agency staff are coordinating with Dudek to develop short- and long-term treatment facilities for the CVC to minimize and control the spread of golden mussels. Golden mussels have been identified in Improvement District No. 4 facilities and in water infrastructure across Kern County. The presence of golden mussels continues to pose a significant threat to water infrastructure and essential water deliveries.

On May 28, 2026, the Agency Board adopted Resolution No. 23-26 terminating the CVC-specific golden mussel emergency action and declared an Agency-wide golden mussels emergency for the Agency.

To prevent water delivery disruption, protect water infrastructure and maintain water service essential to public health, safety and the economy of Kern County, Agency staff recommend continuing the emergency action.

MEMORANDUM

TO: Water Resources Committee
Agenda Item No. 3a

FROM: Joshua Newfield

DATE: August 27, 2026

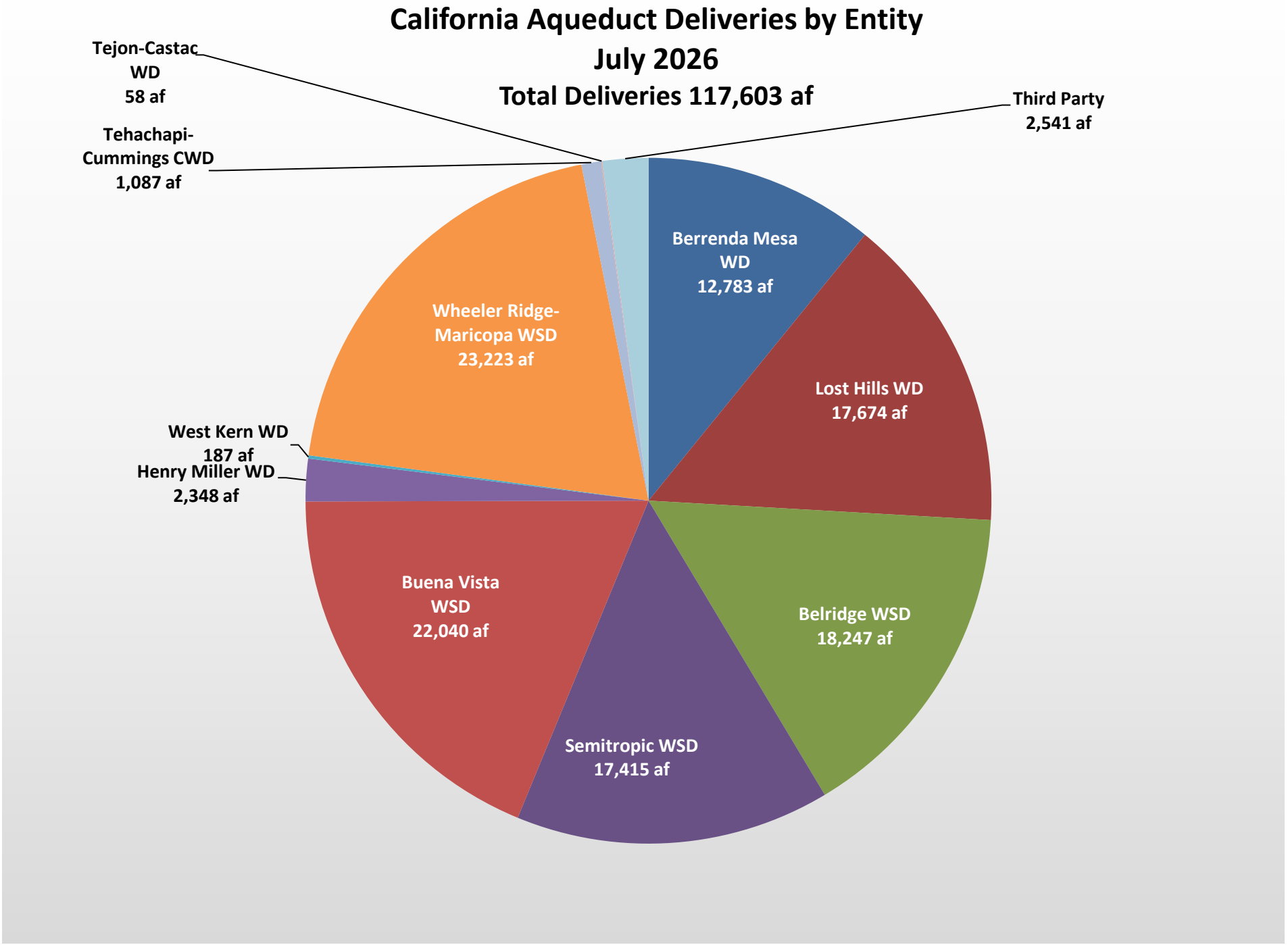
SUBJECT: Report on 2026 Local State Water Project Operations and Water, Transfers, Exchanges and Purchases

Issue:
Report on 2026 local State Water Project operations and water transfers, exchanges and purchases.

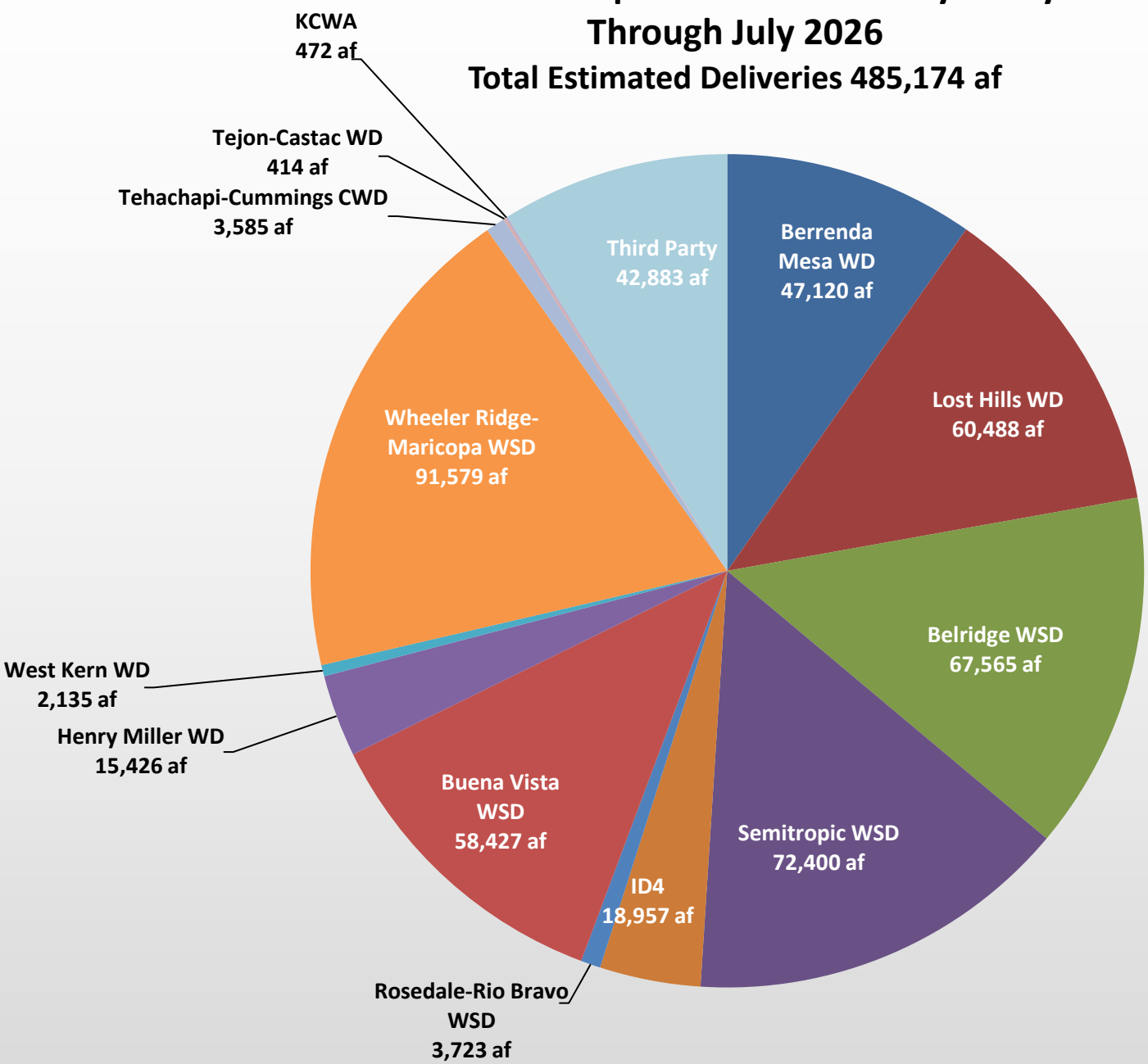
Recommended Motion:
None – information only.

Discussion:
In July 2026, the Kern County Water Agency (Agency) delivered an estimated 117,603 acre-feet (af) via the California Aqueduct (Aqueduct). A summary of July 2026 estimated deliveries by entity is provided as Attachment 1. Through July 2026, the Agency has delivered an estimated 485,174 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. A summary of current Aqueduct operations is provided as Attachment 4.

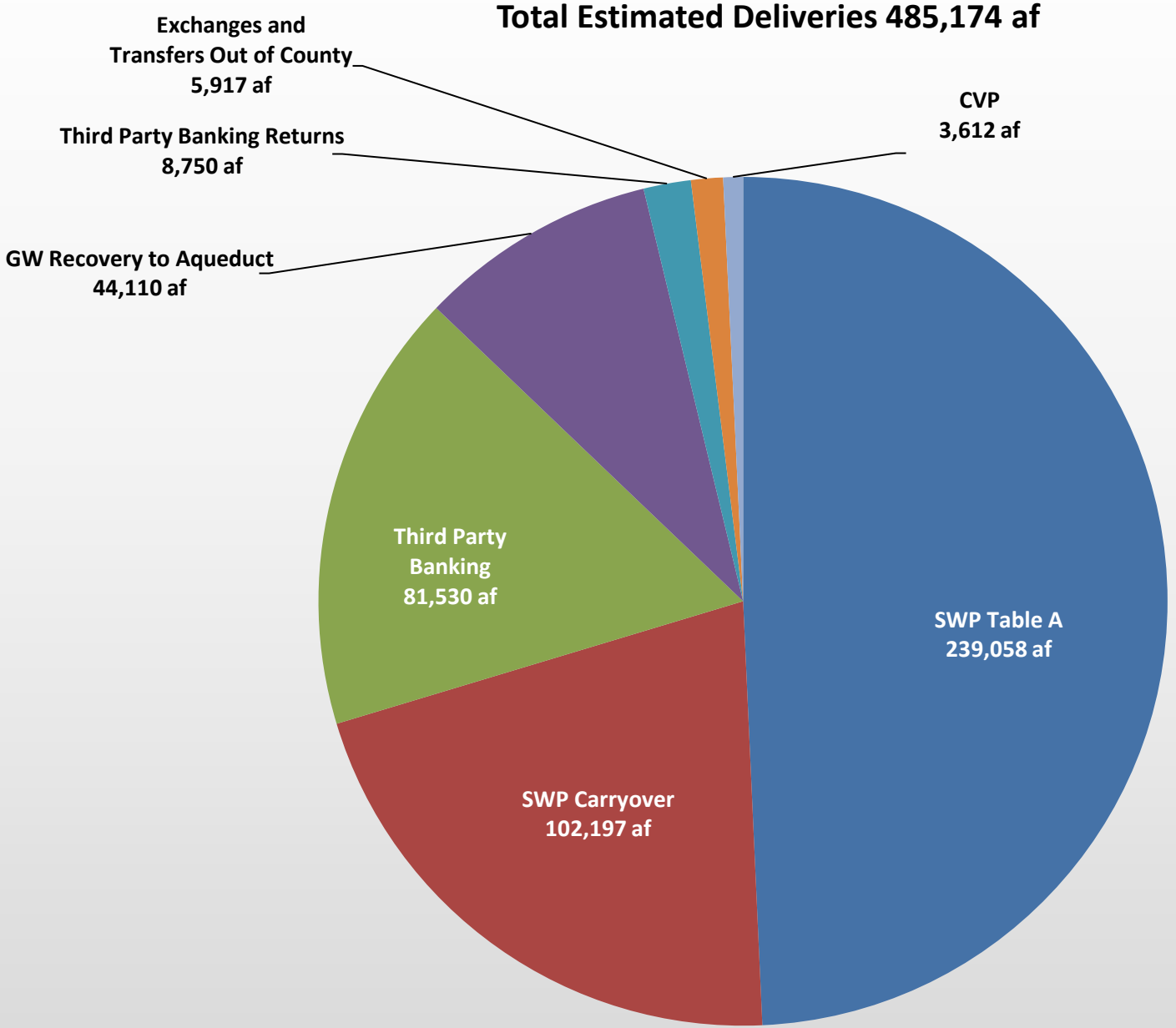
A summary of 2026 water transfers, exchanges and purchases is provided as Attachment 5. Routine transfers, exchanges and purchases were approved pursuant to the December 17, 2025 Agency Board of Directors authorization allowing the Water Resources Manager to approve routine requests through December 31, 2026.


California Aqueduct Deliveries by Entity
July 2026
Total Deliveries 117,603 af
Tejon-Castac WD
58 af
Tehachapi-Cummings CWD
1,087 af
Third Party
2,541 af
Berrenda Mesa WD
12,783 af
Lost Hills WD
17,674 af
Belridge WSD
18,247 af
Semitropic WSD
17,415 af
Buena Vista WSD
22,040 af
Henry Miller WD
2,348 af
West Kern WD
187 af
Wheeler Ridge-Maricopa WSD
23,223 af

California Aqueduct Deliveries by Entity
Through July 2026
Total Estimated Deliveries 485,174 af

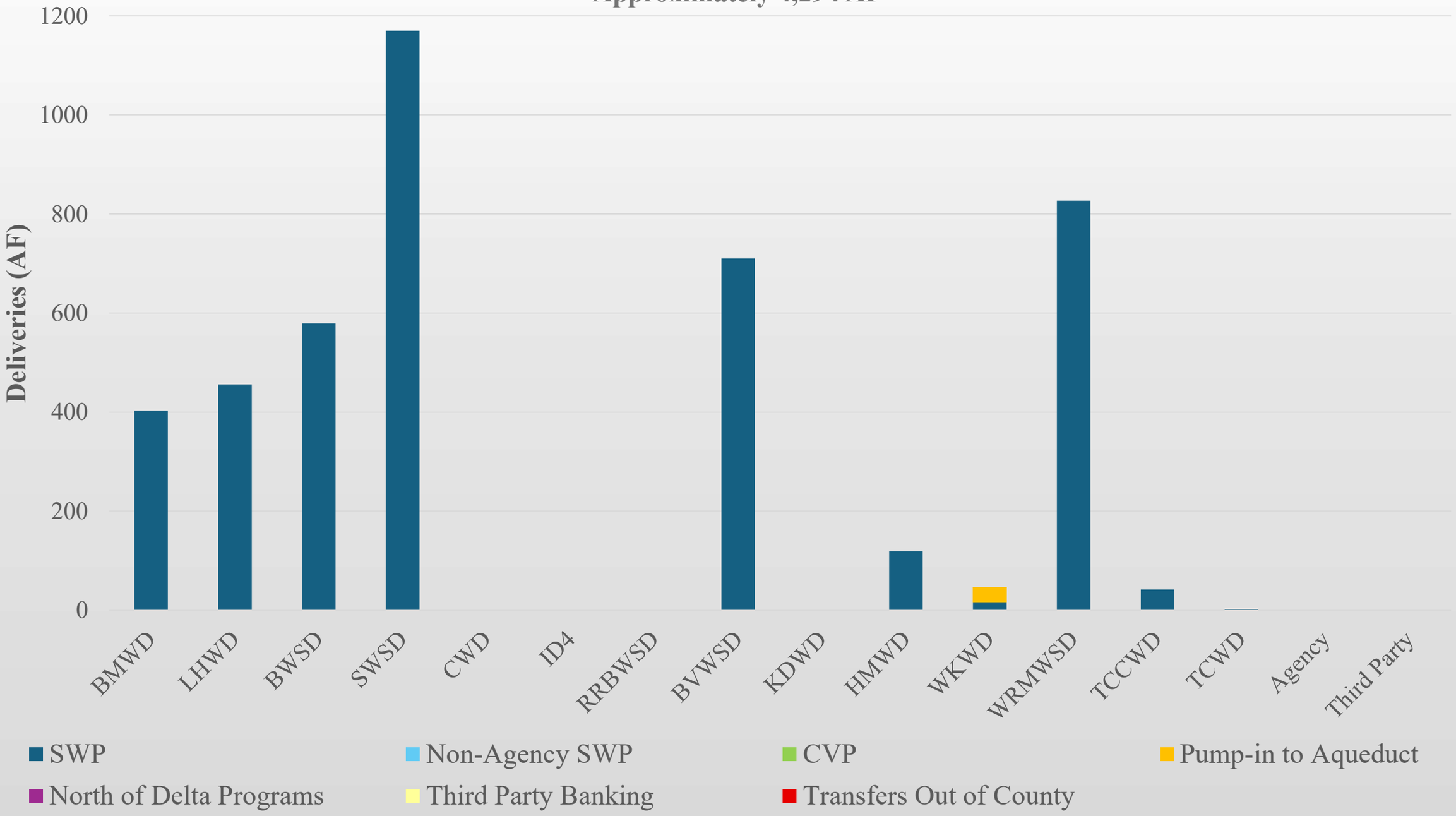


California Aqueduct Deliveries by Water Type
Through July 2026
Total Estimated Deliveries 485,174 af



Attachment 4

Aqueduct Operations
August 25, 2026
Approximately 4,294 AF



WRP | MCT | LAB | Issue | In Docu | Training

2026 Water Management Program

	Background Information						*Agency Approvals*						*DWR Agreement*				*ther Agreements & Approva*			
	No.	*Parties*	*Description*	*Quantity (AF)*	*Date of Request*	*CEQA Document*	*Approval Type (WRM/ Board)*	*Admin Approval Processed*	*Admin Approved*	*District Approval SENT*	*Board Approved*	*Bureau Approval?*	*Date of Request (Date)*	*SWPAO No.*	*Final Agreement (Date)*	*Executed (Y/N)*	*MU Agreement (Date)*	*MU Agreement Executed*	*In Ground Transfer (Y/N)*	*Notes/Comments*
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
(1)	26001	DWR Turn-Back Pool	Purchase of water from Pools A and B	-																
(2)	26002	Dry Year Transfer Program	North of Delta water transfers to KCWA	-																
(3)	26003	Yuba Water Purchase Program	North of Delta water transfers to KCWA	-																
(4)	26004	Article 21 Program	Purchase of water south of the Sacramento-San Joaquin Delta	-																
(5)	26005	TLBWSD (LACSD) to RRBWSD	Transfer of 2025/2026 SWP Table A for banking and future return	10,000	8/6/25	NOE	Board	10/10/2025	10/10/2025	1/19/2026	10/23/2026	N/A	8/19/2025	25-032	10/23/2025	Y	10/23/2025	10/23/2025	N	
(6)	26006	BVWSD to ID4	Exchanae of 2025/2026 SWP water for Kern River Water	8,500	12/22/25	Ministerial	WRM	12/22/2025	12/23/2025	1/13/2026	N/A	N/A	-	-	-	-	-	-	N	
(7)	26007	AVEK (Nickel) to SGPWA	Transfer of Nickel Kern River water	1,700	1/7/26	NOE	Board	2/17/2026	2/25/2026	3/4/2026	2/26/2026	N/A	1/13/2026	26-002	2/3/2026	3/17/2026			N	
(8)	26008	LHWD to SWSD (Wonderful)	Transfer of 2025 SWP Table 1 water	550	1/8/26	Ministerial	WRM	1/12/2026	1/13/2026	1/19/2026	N/A	N/A	-	-	-	-	-	-	N	
(9)	26009	AEWSD to BWSD (WMWC)	Transfer of 2026 Friant-Kern CVP water for SWP Table 1 water	5,000	1/9/26	FONSI	WRM	1/13/2026	1/13/2026	1/19/2026	N/A	N/A	-	-	-	-	-	-	N	
(10)	26010	RRB to SCVWA	Transfer of Kern River water	8,250	1/12/26	EIR	WRM	1/13/2026	1/13/2026	1/19/2026	N/A	N/A	-	07-008	-	-	-	-	N	
(11)	26011	BVWSD to KDWD	Exchange of 2026 Kern River for 2025 SWP Carryover and/or SWP Table 1	31,500	1/12/26	Ministerial	WRM	1/13/2026	1/13/2026	1/19/2026	N/A	N/A	-	-	-	-	-	-	N	
(12)	26012	KDWD to ID4	Exchange of 2026 Kern River for banked 2005 SWP Table 1	5,000	1/19/26	Ministerial	WRM	1/22/2026	1/29/2026	2/4/2026	N/A	N/A	-	-	-	-	-	-	Y	
(13)	26013	SJREC to WS4	Transfer of 2026 Friant-Kern CVP water	10,000	1/20/26	EIS/EIR	Board	6/8/2026	6/11/2026	7/1/2026	6/25/2026	5/29/2026	4/23/2026	26-013	7/6/2026	Y	6/25/2026	6/25/2026	N	
(14)	26014	Newhall to SWSD	Transfer of 2026 Nickel Kern River water	1,607	1/22/26	NegDec	WRM	1/27/2026	1/29/2026	2/4/2026	N/A	N/A	-	-	-	-	-	-	N	
(15)	26015	MWD to SWSD	Transfer of 2025 Table A water	20,000	2/3/26	FEIR/FSEIR	Board	3/24/2026	3/26/2026	N/A	3/26/2026	N/A	3/16/2026	26-005	4/2/2026	Y	3/26/2026	Y	Y	
(16)	26016	AEWSD to WRMWSD	Transfer of 2026 AEWSD 2026 Friant Supply to WRM. Payback for 2025 WRM supply transferred to AEWSD in 2025.	20,000	2/12/26								-	-	-	-	-	-		ON HOLD - pending response from WRM as to whether or not to proceed
(17)	26017	EWSID to BMWD	Transfer of 2026 SWP Table A water	1,954	2/13/26	NOE	WRM	4/15/2026	4/17/2026	4/17/2026	N/A	N/A	3/19/2026	26-010	3/26/2026	Y	5/14/2026	5/26/2026	N	
(18)	26018	BMWD to SWSD	Transfer of 2025 carryover	2,500	2/24/26	EIR	WRM	3/4/2026	3/17/2026	3/17/2026	N/A	N/A	-	-	-	-	-	-	N	
(19)	26019	MWD to SWSD	Transfer of 2025 and 2026 Table A water	73,000	2/24/26	EIR	WRM	2/27/2026	3/4/2036	3/17/2026	N/A	N/A	-	95-010	-	-	-	-	N	
(20)	26020	ACWD to SWSD	Transfer of 2025 carryover	3,000	2/26/26	EIR	WRM	3/4/2026	3/26/2026	3/28/2026	N/A	N/A	-	20-039	-	-	-	-	N	
	26020b	ACWD to SWSD	Transfer of 2025 carryover	3,000	7/10/26	EIR	WRM	7/17/2026	7/22/2026	7/23/2026	N/A	N/A	-	20-039	-	-	-	-	N	
	26020c	ACWD to SWSD	Transfer of 2025 carryover	3,500	7/20/26	EIR	WRM	7/20/2026	7/22/2026	8/4/2026	N/A	N/A	-	20-039	-	-	-	-	N	
(21)	26021	Dudley Ridge Water District to Westside Districts	Transfer of Table A water annually	39,500	3/2/26	EIR	Board	5/27/2026	5/27/2026	6/11/2026	5/28/2026	N/A	3/19/2026	26-011	6/16/2026	Y	5/28/2026	5/29/2026	N	
(22)	26022	TCCWD to ID4	Transfer of 2025 SWP carryover	3,600	3/6/26	Ministerial	WRM	3/6/2026	3/6/2026	3/17/2026	N/A	N/A	-	-	-	-	-	-	N	
(23)	26023	Montecito WD to WRMWSD	Transfer of 2026 SWP Table A water	3,300	3/16/26	ISND	Board	6/18/2026	6/19/2026	7/1/2026	6/25/2026	N/A	-	25-023-A	7/6/2026	Y	6/25/2026	6/30/2026	N	
(24)	26024	SWSD to Palmdale WD (Homer)	Transfer of previously banked 2023 SWP Table A water	318	3/18/26	EIR	WRM	4/23/2026	4/23/2026	4/30/2026	N/A	N/A	-	23-039	-	-	-	-	N	Discreancy with DWR and Aarency water files fixed. Per Beckv. ST delivered 353 AF of Palmdale water in 2023 (SWP #23039) not Lower Tule/Pixlev under SWP #23037.
(25)	26025	SWSD to BMWD (Homer)	Transfer of previously banked 2017 and 2019 SWP Table 1 water	3,000	3/18/26	EIR	WRM	4/23/2026	4/24/2026	4/30/2026	N/A	N/A	-	17-024	-	-	-	-	N	Will recognize 2017 water as banked, but not 2019 (clear C/L). Becky confirmed and authorized the Agency to proceed with 2017 alone. Total of 7,482 AF delivered to SWSD in 2017. See note on SWPAO Number for details on transfer in.
(26)	26026	SWSD to WRMWSD (Homer)	Transfer of previously banked 2017 and 2019 SWP Table 1 water	100	3/18/26	EIR	WRM	4/23/2026	4/24/2026	4/30/2026	N/A	N/A	-	17-024	-	-	-	-	N	Will recognize 2017 water as banked, but not 2019 (clear C/L). Becky confirmed and authorized the Agency to proceed with 2017 alone. Total of 7,482 AF delivered to SWSD in 2017. See note on SWPAO Number for details on transfer in.
(27)	26027	RRBWSD to ID4	Exchange of 2026 Ken River water for 2026 SWP Table 1 water	10,000	3/18/26	Ministerial	WRM	3/26/2026	3/27/2026	3/28/2026	N/A	N/A	-	-	-	-	-	-	N	
(28)	26028	Montecito WD to BMWD	Transfer of 2026 SWP Table A water	3,300	3/20/26	ISND	Board	6/18/2026	6/19/2026	7/1/2026	N/A	N/A	-	25-023-A	7/6/2026	Y	6/25/2026	6/30/2026	N	
(29)	26029	Byron Bethany ID to Belridge	Transfer of 2026 CVP water	3,300	3/20/26	ISND	Board	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	N	L-T Article 55 Request pending preliminary Bureau approval for L-T program and 2026 transfer - **[Per Jamie (8/4/26) - hasn't heard from them - issues on Bureau side]**
(30)	26030	Montecito WD to Belridge	Transfer of 2026 SWP Table A water	3,300	3/20/26	ISND	Board	6/18/2026	6/19/2026	7/1/2026	N/A	N/A	-	25-023-A	7/6/2026	Y	6/25/2026	6/30/2026	N	
(31)	26031	TCWD to WRMWSD	Transfer of 2026 Nickel Kern River water	3,150	3/20/26	Ministerial	WRM	3/23/2026	3/26/2026	3/28/2026	N/A	N/A	-	-	-	-	-	-	N	
(32)	26032	SWSD to KTWD	Transfer of 2026 Table A water	2,000	3/25/26	EIR	WRM	4/17/2026	4/17/2026	4/17/2026	N/A	N/A	-	-	-	-	-	-	N	TRF #19070 approved at August 2019 Board (no A-Z item for approval at time); moved under KTWD Bureau contract - return under A-Z
(33)	26033	BVWSD to WKWD	Exchange of banked Kern River water for 2026 Table 1 water	18,500	3/31/26	Ministerial	WRM	4/8/2026	4/15/2026	4/17/2026	N/A	N/A	-	-	-	-	-	-	N	
(34)	26034	TLBWSD to BMWD, LHWD (Sandridge Partners)	Transfer of 2026 SWP Table A water	4,000	4/21/26	NOE	WRM	6/17/2026	6/18/2026	7/1/2026	N/A	N/A	-	26-014	7/1/2026	Y	6/25/2026	6/25/2026	N	
(35)	26035	Solano County WA to BWSD, BMWD, LHWD, WRMW	Transfer of 2026 SWP Table A water	585	4/22/26	Pending	WRM	Pending	Pending	Pending	Pending	N/A	Pending	26-017	Pending	Pending	Pending	Pending	N	**Brian to prep indem & SWP agreement**
(36)	26036	Solano County WA to BWSD, BMWD, LHWD, WRMW	Transfer of 2025 SWP Carryover water	9,000	4/22/26	Pending	WRM	Pending	Pending	Pending	Pending	N/A	Pending	26-019	Pending	Pending	Pending	Pending	N	**Brian to prep indem & SWP agreement**
(37)	26037	SWSD to Westlands WD (Poso Creek)	Transfer of banked 2017 CVP water	1,110	4/29/26	EIR	WRM	5/13/2026	5/13/2026	5/20/2026	N/A	N/A	-	-	-	-	-	-	N	Becky confirmed return of 2017 water by recovery or Table 1 exchange.
(38)	26038	Metropolitan WD to BWSD, BMWD, LHWD, WRMWS	Transfer of 2026 SWP Table A water	100,000	5/1/26	Ministerial	Board	7/17/2026	7/22/2026	7/23/2026	7/23/2026	N/A	-	26-016	8/4/2026	Y	7/23/2026	7/29/2026	N	
(39)	26039	Butte County to BWSD, BMWD, LHWD, WRMWSD	Transfer of 2026 SWP Table A water	16,000	5/1/26	ND	WRM	5/13/2026	5/13/2026	5/27/2026	N/A	N/A	-	-	-	-	-	-	N	(SWPOA 13-015A)
(40)	26040	KTWD to BMWD, LHWD, BWSD	Exchange of Recovered JURP for 2026 Table 1 water	7,500	5/6/26	Ministerial	WRM	5/8/2026	5/13/2026	5/20/2026	N/A	N/A	-	-	-	-	-	-	N	
(41)	26041	TCWD to WRMWSD (Tejon Ranch)	Exchange of 1995-2023 Table 1 and/or Article 21 water	10,000	5/7/26	Ministerial	WRM	5/11/2026	5/13/2026	5/20/2026	N/A	N/A	-	-	-	-	-	-	N	
	26041b	TCWD to WRMWSD (Tejon Ranch)	Included surface water for flexibility									N/A								
(42)	26042	LHWD to SWSD (LHUD)	Transfer of 2026 SWP Table 1 water	135	5/14/26	Ministerial	WRM	5/15/2026	5/20/2026	5/27/2026	N/A	N/A	-	-	-	-	-	-	N	
(43)	26043	SWSD to WWD (Harris Farms)	Return of 2023 CVP water	1,600	5/20/26	Ministerial	WRM	5/27/2026	5/27/2026	5/27/2026	N/A	N/A	-	-	-	-	-	-	N	
(44)	26044	SCVWD to BMWD, LHWD	Transfer of 2026 SWP Table A water	8,000	5/22/26	Ministerial	WRM	8/17/2026	Pending	Pending	N/A	N/A	-	26-023	Pending	Pending	8/18/2026	Pending	N	**LAB Approval Email w/LAB(as of 8/17/26) - Training Brian on completed DocTracker - will route indem 8/18/26**
(45)	26045	BVWSD to ID4	Exchange of 2026 SWP Table A water for Kern River water	40,000	5/15/26	Ministerial	WRM	5/20/2026	5/27/2026	5/27/2026	N/A	N/A	-	-	-	-	-	-	N	
	26045b	BVWSD to ID4	Includinz YUBA water					7/17/2026	7/22/2026	8/4/2026	N/A	N/A	-	-	-	-	-	-	N	
(46)	26046	BVWSD to SCVWA	Transfer of 2026 Table 1 and/or 2025 Carryover water	2,750	6/4/26	EIR	WRM	6/17/2026	6/18/2026	7/1/2026	N/A	N/A							N	
(47)	26047	AVEK to WRM (Tejon Ranch Company)	Transfer of 2026 SWP Table A water	1,472	6/8/26	NOE	WRM	7/13/2026	7/13/2026	7/23/2026	N/A	N/A	-	26-015	8/4/2026	Y	7/23/2026	7/29/2026	N	
(48)	26049	PWD to BWSD, BMWD, LHWD, WRMWSD	Transfer of 2023 SWP Table A water	3,000	6/9/26	ISND,NOD	WRM	6/17/2026	6/18/2026	7/1/2026	N/A	N/A	-	21037	-	-	-	-	N	
(49)	26050	Zone 7 to SWSD	Transfer of 2026 SWP Table A water and Article 56C	5,000	6/9/26	EIR/NOD	WRM	6/17/2026	6/18/2026	7/1/2026	N/A	N/A	-	20035	-	-	-	-	N	
(50)	26051	LHWD to BWSD	Transfer of 2026 Table 1 water	1,000	6/10/26	Ministerial	Board	6/17/2026	6/19/2026	7/1/2026	6/25/2026	N/A	-	-	-	-	6/25/2026	6/25/2026	N	
(51)	26052	BMWD to BWSD	Transfer of 2026 Table 1 water	2,000	6/10/26	Ministerial	Board	6/17/2026	6/19/2026	7/1/2026	6/25/2026	N/A	-	-	-	-	6/25/2026	6/25/2026	N	
(52)	26053	BWSD to CWD (California Pistachio)	Transfer of 2026 Table 1 water	100	6/10/26	Ministerial	WRM	6/25/2026	6/25/2026	7/8/2026	N/A	N/A	-	-	-	-	-	-	N	
(53)	26054	Plumas to WS4	Transfer of 2025 Carryover and/or 2026 Table A water	833	6/11/26		WRM	Pending	Pending	Pending	Pending	N/A	-	26-020	Pending	Pending	Pending	Pending	N	**Brian to prep indem & SWP agreement**
(54)	26055	HMWD to BWSD	Transfer of 2019 SWP Article 21 water	1,000	6/12/26	Ministerial	Board	6/25/2026	6/25/2026	7/8/2026	6/25/2026	N/A	-				6/25/2026	7/6/2026	N	
(55)	26056	HMWD to RRB	Transfer of banked 2017 and 2019 Rver water	750	6/17/26	Ministerial	Board	6/25/2026	6/25/2026	7/8/2026	6/25/2026	N/A	-				6/25/2026	7/6/2026	N	
(56)	26057	BMWD (Westside Ag) to WRM	Transfer of 2026 Table 1 water	1,000	6/18/26	Ministerial	WRM	7/6/2026	7/8/2026	7/23/2026	N/A	N/A	-						N	
(57)	26058	ID4 to WMWC	Transfer of banked 2004 SWP Table 1 water	776	7/2/26	Ministerial	Board	8/17/2026	Pending	Pending	Pending	N/A	-				Pending	Pending	Y	**LAB Approval email w/LAB (8/17/26)**
(58)	26059	CCWA to Westside Districts	Transfer 2026 Table A and/or 2026 Carryover water	32,000	7/15/26	Pending	WRM	Pending	Pending	Pending	Pending	N/A	-				Pending	Pending	N	**CIF/DWR w/LAB for review (8/17/26) - - LAB Approval email prepped (as of 8/6/26)**
(59)	26060	AEWSD to KCWA	Transfer of 2025 CVP water	6,094	7/30/26	Ministerial	WRM	8/17/2026	Pending	N/A	N/A	7/30/2026	-				7/30/2026	Pending	N	**LAB Approval email w/LAB (as of 8/17/26)**
(60)	26061	SCVWD to SWSD (CVP)	Transfer of 2026 CVP water	Pending	7/30/26	EIR	Board	Pending	Pending	Pending	Pending	Pending	-				Pending	Pending	N	Waiting on response from Becky (email sent 7/31/26 - requesting amount)
(61)	26062	SCVWD to SWSD (SWP)	Transfer of 2026 SWP water	Pending	7/30/26	EIR	Board	Pending	Pending	Pending	Pending	N/A	-				Pending	Pending	N	Waiting on response from Becky (email sent 7/31/26 - requesting amount)
(62)	26063	SJREC (SLCC) to SWSD	Transfer of 2026 CVP water	8,622	6/26/26	EIS/EIR	Board	Pending	Pending	Pending	Pending	Pending	-				Pending	Pending	N	**Draft email to Patrick - DWR and CIF w/Lauren (as of 8/13/26)**
(63)	26064	KDWD to BVWSD	Exchange of 2026 YUBA water for 2026 Kern River Water	200	8/5/26	Ministerial	WRM	8/17/2026	Pending	Pending	N/A	N/A	-							**LAB Approval email w/LAB (as of 8/17/26)**
(64)	26065	AEWSD to KCWA	Transfer of 2026 CVP water	20,000	8/11/26	Ministerial	WRM	Pending	Pending	N/A	N/A	Pending	-				Pending	Pending		**MCT emailed CIF/DWR w/LAB**
(65)	26066	ID4 to RRB (JURP banking)	Transfer of 2025 Carryover water	5,000	8/13/26	Ministerial	WRM	Pending	Pending	Pending	Pending	N/A	-							**Prepping LAB email**
(66)	26067	Napa to Westside Districts	Transfer of 2025 Carryover water	5,000	8/14/26	NOE	WRM	Pending	Pending	Pending	Pending	N/A	-	Pending	Pending	Pending	Pending	Pending		**CIF/Letter w/MCT 8/17/26**
(67)																				
(68)																				
(69)																				
(70)																				
(71)	**27005**	**TLBWSD to RRB - Internal Review DWR Docs**																		
(72)																				
(73)																				
(74)		**Zone 7 - Jamie submitting soon**																		

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 3b

FROM: Joshua Newfield

DATE: August 27, 2026

SUBJECT: Distribution of the Draft Fiscal Year 2027-28 Zones of Benefit Report

Issue:
Distribution of the Draft Fiscal Year 2027-28 Zones of Benefit Report.

Recommended Motion:
None – information only.

Discussion:
The Draft Fiscal Year 2027-28 Zones of Benefit Report is being distributed for review and is provided as Attachment 1. The public hearing to set the Fiscal Year 2027-28 Zones of Benefit will be conducted at the regular Kern County Water Agency Board of Directors meeting on Thursday, September 24, 2026 in the Board Room of the Stuart T. Pyle Water Resources Center located at 3200 Rio Mirada Drive, Bakersfield, California and via Zoom.

Conference Line: +1(669)444-9171
Meeting ID: 915 6345 2292
Passcode: 524037

Join Zoom Meeting
https://kcwa.zoom.us/j/91563452292
Meeting ID: 915 6345 2292

Report to the Board of Directors

of the Kern County Water Agency on Zones of Benefit

for Fiscal Year 2027-28

August 2026

ORGANIZATION
Kern County Water Agency

Board of Directors

Division 1	Jay Kroeker
Division 2	Laura Cattani
Division 3	Martin Milobar, President
Division 4	Tamara Johnson
Division 5	Charles (Bill) W. Wulff, Jr.
Division 6	Royce Fast
Division 7	Gene A. Lundquist

Eric L. Averett - General Manager
James Ciampa, Lagerlof, LLP - General Counsel

This document was prepared by Lauren Bauer
Water Resources Department
Kern County Water Agency

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Introduction

The Kern County Water Agency (Agency) is authorized to set zones of benefit as a means of collecting assessments from areas within Kern County that benefit from the State Water Project (SWP). The zones of benefit assessments pay part of the Agency's obligation to the State of California (State) pursuant to the November 15, 1963 water supply contract (Master Contract) between the Agency and the State. The Master Contract is a take-or-pay contract requiring the Agency to pay for its full water supply amount regardless of the actual amount received in any given year. The Agency Act requires, among other things, that public hearings be held in order to establish zones of benefit. This report is Agency staff's presentation of information and recommendations to be considered by the Agency Board of Directors (Board) at the public hearing scheduled for September 24, 2026 regarding the setting of zones of benefit for the 2027-28 fiscal year. Zones of benefit are authorized by section 14.2 of the Agency Act (Statutes of 1961, Chapter 1003, as amended), which reads as follows:

> *For the purpose of making payments pursuant to contracts entered into by the agency with the United States or the State, in accordance with the provisions of this act, the agency, in addition to the revenues and taxes otherwise provided for in this act, may make assessments apportioned in accordance with the benefits and, for this purpose, may establish zones of benefit which reflect the degree of benefit resulting to each zone from such contract or contracts. In the ascertainment of the benefits derived through such contract or contracts, and in establishing zones of benefit, there shall be taken into account the following:*
>
> *(a) Improvement in the underground water supply.*
>
> *(b) The contribution to the underground water supply by water made available independently of the agency.*
>
> *(c) The adequacy of the water supply made available independently of the agency.*
>
> *(d) The prospective need for a water supply.*
>
> *(e) Extractions from the underground water supply in excess of contributions.*
>
> *(f) The economic impact resulting from the water supply made available under such contract or contracts; provided, that areas not receiving a surface water supply or an improvement in the underground water supply by reason of such contract or contracts shall not be assessed pursuant to this subsection (f) of Section 14.2.*
>
> *No assessment shall be levied under this Section 14.2 unless the board by resolution declares that it intends to do so and that a public hearing will be held thereon at a specified day, hour and place where all interested persons may appear and be heard. This resolution shall be published by the agency pursuant to Section 6063 of the Government Code in a newspaper of general circulation in the agency. The hearing may be adjourned from time to time at the discretion of the board and at its conclusion the board shall declare the zones of benefit established, if any, and the assessment, if any, to be levied hereunder. Assessments made within zones of benefit pursuant to this Section 14.2 shall be levied on all taxable property within such zone of benefit on an ad valorem basis.*

Basis for Zones of Benefit Established Since 1983

Before 1983, the zones of benefit for payment of the Agency's bill for SWP water (State Bill) consisted of one major zone covering most of the SWP service area (Zone 1) and a zone comprised of the Tehachapi-Cummings County Water District and the Tejon-Castac Water District (Zone 10).

In 1983, the Agency Board called for a review of the methodology for establishing Zones 1 and 10. After extensive studies, reports and hearings, the Agency Board concluded that it was reasonable to establish separate zones for differing benefits. A new process was set up and is described as follows:

(1) The total zone of benefit obligation (State Bill less funds available for payment of the State Bill) would be divided equally into two parts. One part would consider economic benefits and the other part would consider the remaining factors pursuant to section 14.2.

(2) One-half of the total obligation would be collected from a zone based on economic benefits (Zone 17).

(3) The other half of the obligation would be collected from two zones; one consisting of the SWP service area overlying the groundwater basin (Zone 19) and another consisting of the remaining portion of the SWP service area within the San Joaquin Valley portion of the Agency (Zone 18). The allocation of collections between these two zones would be in proportion to the amount of zone of benefit support provided to each zone. This amount should be split between the two zones of benefit in proportion to their respective zone of benefit support.

Application of Factors Considered in Section 14.2 of the Agency Act

An evaluation of factors relevant to setting zones of benefit pursuant to the Master Contract between the Agency and the State for Fiscal Year 2027-28 are as follows:

(a) Improvement in the underground water supply:

All lands in the SWP service area overlying the Kern County Subbasin (Basin Number 5-23.14, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (groundwater basin) into which SWP water has been delivered since 1970 have received benefits, as evidenced by higher groundwater levels than would exist without the project. Without importation of surface water, the groundwater basin would be overdrawn substantially more than it is today.

SWP supplies and the existence of the California Aqueduct (constructed as part of the SWP) and the Cross Valley Canal make possible the coordinated operation of the SWP and the federal Central Valley Project (CVP). Coordinated operation of these projects, as well as the Kern River for direct use and recharge, has resulted in higher levels of groundwater than would have occurred absent participation in the SWP.

(b) The contribution to the underground water supply by water made available independently of the Agency:

Water districts in Kern County supplied by the CVP independently of the Agency and thus contributing to the groundwater supply are Arvin-Edison Water Storage District, Delano-Earlimart Irrigation District,

Shafter-Wasco Irrigation District, Southern San Joaquin Municipal Utility District and Kern-Tulare Water District. In addition, North Kern Water Storage District, north of Seventh Standard Road, stores water underground which is available to it from the Kern River as an offset for increased pumping when local runoff does not meet its full irrigation needs. Agency Member Units[1] also make use of Kern River supplies in addition to water received from the SWP.

(c) The adequacy of the water supply made available independently of the Agency:

The CVP contractors named in section (b) above have water supplies obtained independently of the Agency which, when considered in connection with a share in the groundwater basin and with effective precipitation, generally meet their consumptive use requirements. The areas of those CVP contractors, plus the area of the North Kern Water Storage District, are not recommended for inclusion in Agency zones of benefit because they have adequate water supplies independent of the Agency.

(d) The prospective need for a water supply:

The Member Units of the Agency and Improvement District No. 4 (ID4) had a prospective need for supplemental water at the time their contracts were negotiated, or when they were given an allocation of SWP water. Some of these districts were formed for the specific purpose of becoming Member Units. Their historical need for water and their prospective need for water in 2027-28 are set forth in Table 1. Other water districts in the San Joaquin Valley with contracts for CVP water or rights to Kern River water of sufficient quantity to satisfy their entire demands do not have a prospective need for SWP water.

(e) Extractions from the underground water supply in excess of contributions:

One of the objectives of importing SWP water into Kern County is to reduce groundwater basin overdraft. Only two districts had been formed outside of the CVP service area prior to 1958, namely Buena Vista Water Storage District and the original North Kern Water Storage District. These, together with the area now within Kern Delta Water District, had entitlements to Kern River water under court decrees and agreements.

The remainder of the Kern County agricultural and urban water users were dependent upon pumping groundwater from the groundwater basin, which receives relatively small average annual recharge and effective precipitation from natural sources. Thus, agriculture is largely dependent on an imported water supply. The benefits of the SWP in contributing to reducing groundwater overdraft are widely spread throughout the groundwater basin.

(f) The economic impact resulting from the water supply made available under such contract or contracts provided that areas not receiving a surface water supply or an improvement in the underground water supply by reason of such contract or contracts shall not be assessed pursuant to this subsection (f) of section 14.2.

During previous zone of benefit hearings, the Agency received information showing that there are substantial economic benefits in Kern County from the importation of SWP water. The Agency's economic consultant, Highland Economics, has reviewed this and other updated information and has

[1] Belridge Water Storage District, Berrenda Mesa Water District, Buena Vista Water Storage District, Cawelo Water District, Henry Miller Water District, Kern Delta Water District, Lost Hills Water District, Rosedale-Rio Bravo Water Storage District, Semitropic Water Storage District, Tehachapi-Cummings County Water District, Tejon-Castac Water District, West Kern Water District and Wheeler Ridge-Maricopa Water Storage District.

concluded that the importation of SWP water continues to generate substantial economic benefits. The benefits are of a community-wide nature as the result of increased agricultural production, increased employment and increased business activity throughout most segments of the economy since execution of the Master Contract and are in excess of that which would have occurred without the project. The community-wide benefits accrue to all the geographic areas that receive a surface water supply or an improvement in underground water supply from the use of SWP water.

Water Supply Required in 2028

Between 1968 and 1989, the Agency was on a build-up schedule of SWP Table A water (Table A)[2] and reached its maximum annual Table A amount of 1,153,400 acre-feet (af) in 1990. Member Unit Total Table 1 contract entitlements correspondingly reached a maximum of 1,253,400 af in 1990, consisting of 1,153,400 af of Table 1 firm water and 100,000 af of surplus water. Beginning in 1997, some of the Agency's Member Units permanently relinquished a sum total of 40,670 af of agricultural Table 1 firm water in exchange for the Kern Water Bank as part of the Monterey Agreement's implementation (Amendment No. 24 to the Agency's Master Contract). Therefore, the 1997 total of all Member Units' Table 1 firm water and the Agency's Table A was reduced to 1,112,730 af.

Additionally, under the Monterey Amendment, a total of 130,000 af of the Agency's agricultural Table A was transferred to other urban agencies. Four Member Units permanently transferred a total of 130,000 af, of which the last transfer of 16,000 af became effective in 2010. The Agency's total Table A is currently 982,730 af. For the year 2028, the Agency will order for Member Units their full Table 1 firm water of 982,730 af and to the extent available, at least 94,098 af of Article 21 water, or more.

Prior to the Monterey Amendment, the Member Unit contracts contained a total of 100,000 af of water formerly called "surplus." This water is still referenced in the Member Unit contracts and is used as a basis for the allocation of Article 21 water which replaced surplus water under the Monterey Amendment. Because of the above-mentioned permanent transfers, the total former "surplus" water is now 94,098 af.

The historical deliveries of SWP water to Kern County have been the amounts of Table A, surplus and other water made available by the SWP. Every effort is made to use or conserve this water. In dry years, the amount of water available may be less than the amounts requested by the Member Units.

A total of approximately 44.1 million af of SWP water has been delivered through 2025 under the Agency's Master Contract with the State. The actual deliveries of SWP water to Kern County from 1968 through 2025, estimated 2026 deliveries and requests for 2027 and 2028, are set forth in Table 1, "Annual Deliveries of Firm and Surplus SWP Water."

Water Costs

The cost of SWP water varies annually based on a number of factors, including the administration, operations and maintenance of SWP facilities, the implementation of regulatory requirements and energy rates. To prepare an estimate of anticipated SWP costs, the Agency compares each component of previous State Bills to determine an average increase or decrease in costs. Additionally, information

[2] Table A water, also referred to as Table 1 firm water, is the Agency's allocation of SWP water as defined in Table A of its Master Contract with the State. A Member Units' Total Table 1 water is the sum of firm and surplus water.

regarding upcoming SWP maintenance costs, project implementation, energy rates and other variables are factored into the estimate. The estimate assumes full delivery of Agency SWP Table A of 982,730 af.

Table 2 shows the 2027 initial State Bill and the estimated 2028 State Bill to the Agency by component. The 2028 SWP costs shown in Table 2 represent the estimated total cost that the Agency will have to pay in 2028 for requested SWP water. The estimated 2028 State Bill reflects anticipated routine increases in operational expenses associated with the delivery of water supplies, as well as regulatory requirements related to the implementation of the 2024 U.S. Fish & Wildlife Service and National Marine Fisheries Service Biological Opinions (NMFS), as well as the 2024 California Department of Fish and Wildlife Incidental Take Permit. The Transportation and Delta capital cost components historically have included rate management credits. The availability of rate management credits in 2028 continues to be uncertain, and the Transportation and Delta capital cost components have been increased to reflect this uncertainty. The Delta Conveyance Project cost component assumes the Agency's Improvement District No. 4 will participate in the project and that near-term expenses will be limited to project development. Based on anticipated Member Unit participation in the Delta Conveyance Project, the estimated 2028 State Bill assumes Zone of Benefit Nos. 17, 18 and 19 will not incur those project costs. The "Healthy Rivers and Landscapes Program" cost component assumes the Agency will participate in the program to improve habitat and flow in the Sacramento-San Joaquin Delta. Healthy Rivers and Landscapes Program costs are included in the estimated 2028 State Bill so that, should the Agency decide to participate, participation costs can be included in the Fiscal Year 2027-28 ZOB assessments in July 2027. Additionally, the Agency has included a "Reserves" component to address near- and long-term volatility in the State Bill. In the near-term, uncertainty in the State Bill includes, but is not limited to, variability in SWP power costs due to energy market volatility, interim repairs to the California Aqueduct to address subsidence and participation in the Delta Conveyance Project. In the long-term, uncertainty in the State Bill includes, but is not limited to, the maintenance and repair of infrastructure (including to address California Aqueduct subsidence), capital investments in SWP facilities and implementation of the current or new Biological Opinions for the SWP from NMFS and CDFW Incidental Take Permits. Additional long-term uncertainty stems from the potential for revised and/or new regulatory requirements for threatened and endangered species and/or water quality.

Table 3 shows the estimated revenue sources and estimated costs for Member Unit Total Table 1 water in 2028. The basic obligation of each Member Unit shown in Table 3 is based on delivering 100 percent of Total Table 1 water through the Dos Amigos pumping plant. The incremental Variable Operation, Maintenance, Power and Replacement (OMP&R) costs for pumping plants south of Dos Amigos are based on present requests for water made by the Member Units, which are less than full Table 1 water for those Member Units using such pumping plants. Incremental Variable OMP&R charges, however, are charged to the Member Units based on actual deliveries through pumping plants beyond Dos Amigos pumping plant and do not affect zone of benefit requirements.

State Water Project Benefits

All of the SWP service area (Zone of Benefit No. 17-28 – see Map No. 2) will receive either a surface supply or an improvement in underground supplies by reason of the Master Contract. This area will also receive economic benefits during the 2027-28 fiscal year by reason of the Master Contract.

Economic Benefits

The historic maximum irrigated acreage in the San Joaquin Valley portion of Kern County was about 973,000 acres (in 1984), with 617,300 of these acres located in water districts receiving SWP water through the Agency.

In 2025, total water delivered to Kern County from the SWP was approximately 78 percent of the Agency's total of agricultural, municipal and industrial Table A amount. According to the 2024 Kern County Agricultural Crop Report, total harvested acreage and non-bearing crop in the County for 2024 was estimated at 870,168 acres, with the total value of crop production reaching $6.68 billion.[3]

Irrigated acreage within the Member Units totaled approximately 602,600 acres in 2024, with production value reaching an estimated $4.74 billion. About 298,000 of these acres, producing an estimated $2.42 billion in crop value, would not have been developed absent the SWP. The production on the 298,000 irrigated acres indirectly supported an economic output of $1.0 billion, resulting in a total output impact of $3.7 billion associated with the Master Contract. In 2024, the 298,000 irrigated acres attributed to the Master Contract directly accounted for about 15,800 full and part-time agricultural jobs, including farm support services such as contract farm labor and farm management, and indirectly supported another 3,800 jobs (mainly related service industries), for a total county employment impact of about 19,600 jobs.

Water Supply Benefits

Those lands in the SWP service area that overlie the groundwater basin (Zone of Benefit 19-28 – see Map No. 4) receive an improvement in their groundwater supplies by reason of the Master Contract which benefits the entire area. Due to the ability to use groundwater as an alternative source, the prospective need for surface water for the lands overlying the groundwater basin is different from that of the lands that do not overlie the groundwater basin.

In 1970, the Member Units overlying the groundwater basin began substituting imported SWP water for groundwater. In addition, there have been many coordinated efforts to bring SWP water into the groundwater basin by means of special recharge, exchange and banking projects under the Agency's Master Contract. For example, in 1979 the Agency and water districts started a coordinated effort that resulted in the recharge of approximately 201,000 af. These practices have continued since 1979 and have resulted in a net total of 5.1 million af of SWP water being recharged through 2025. In addition, approximately 113,000 af of SWP water have been used for overdraft correction in the Kern Fan banking projects.

Net SWP deliveries into Zone of Benefit No. 19 have totaled about 26.5 million af since 1970.[4] Several types of pump lift benefits have resulted from the importation of SWP water since 1970. One benefit results from the substitution of SWP water for groundwater for irrigation. About 90.0 feet of lift benefit has resulted from this; i.e., the groundwater surface would have been 91.4 feet lower than it now is. In calculating this benefit, only lands that would have developed without the SWP were considered.

Return flows from the application of SWP water over the groundwater basin have resulted in a lift benefit of about 46.7 feet. Groundwater banking and replenishment programs have produced a lift benefit of about 17.6 feet. This type of benefit fluctuates because of recharge in wet years and withdrawals in dry years. The year 2025 resulted in an increase in the accumulated pump lift benefits from the previous year.

[3] At the time of this analysis, the 2025 Kern County Agricultural Crop Report was not yet published.

[4] Includes water delivered into Zone of Benefit No. 19 and occasional water delivered into the usable groundwater basin outside of Zone of Benefit No. 19.

The accumulated total of all the lift benefits from 1970 through 2025 is about 155.7 feet, averaged over the entire groundwater basin. The total annual savings in energy costs for pumping lifts to groundwater basin growers is estimated to be $83.1 million. These savings represent a significant share of the groundwater basin growers' net income. The present value of savings over the remaining life of the project to groundwater basin growers is estimated to approach $827.0 million. The direct increased household income due to the energy cost savings will result in increased county output and employment. The effect on county output of the increased net income is estimated at $48.6 million, while the associated increased employment is estimated at approximately 280 full and part-time jobs annually.

Those lands in Zone of Benefit 18-28 (see Map No. 3) which do not overlie a significant, usable groundwater basin receive a water supply benefit because of the prospective need for water. There is no improvement in the groundwater supply in this area by reason of the Master Contract, nor are there any significant contributions to or extractions from the groundwater supply. However, there is no adequate water supply available to this area independent of the Master Contract. Because of this lack of an alternative water supply, there is a much greater current and prospective need for a water supply in this non-groundwater area than in the lands overlying the groundwater basin.

2027-28 Proposed Zones of Benefit

This section includes Agency staff recommendations on the 2027-28 assessments needed to pay the State Bill.

Zone of Benefit In Lieu of Contract (Zone of Benefit No. 7)

Improvement District No. 4 (ID4) is an improvement district of the Agency formed in 1971 to provide a supplemental water supply for portions of the metropolitan Bakersfield area through the importation of water from the SWP. The boundaries of Zone of Benefit No. 7 (Zone 7) are coterminous with ID4. Zone 7 raises revenue to pay for State costs for 83,845 af of SWP water to be delivered to this area, in lieu of a contract. This reservation and delivery of a water supply is a special benefit to the area. The degree of this special benefit is commensurate with the portion of the estimated 2028 State charges allocated to ID4 in accordance with the Agency's Member Unit contract payment policies.

The Agency allocates approximately 7.8 percent of the Table A water it receives from the SWP to ID4. If the California Department of Water Resources made a 100 percent allocation to SWP contractors, the Agency would receive 982,730 af from the SWP to allocate to its member unit districts of which 77,000 af would be allocated to ID4. According to the 2023 State Water Project Final Delivery Capability Report by the California Department of Water Resources[5], the SWP can deliver on average 53 percent of the contracted amount which means that ID4 can expect to receive only 40,810 af. In addition, the maximum allocation that could be made is estimated to be 94 percent, or 72,380 af for ID4. ID4 has taken steps to secure additional long-term water supplies to make up for anticipated shortages from the SWP by purchasing SWP agricultural entitlement water from Wheeler Ridge-Maricopa Water Storage District (commencing in 1988) and participating in the Kern Water Bank (Zone 7 assessments are only used to pay the State or federal government for the cost of water supplies for ID4).

The estimated amount which the Agency will pay to the State during the 2027-28 fiscal year for the special water supply benefit for ID4 (Zone of Benefit No. 7-28) is $20,614,000. The area to be included in Zone 7 is shown on Map No. 1.

[5] California Department of Water Resources. (2024). *The Final State Water Project Delivery Capability Report 2023.* Sacramento, CA: California Department of Water Resources

Determination of Zones of Benefit Nos. 17, 18 and 19 Assessments

In accordance with the procedure adopted in 1983, the amount of $15,685,000, or one-half of $31,370,000 shown in Table 3, should be raised by a zone of benefit assessment levied throughout Zone of Benefit No. 17-28 in recognition of the economic benefits described earlier. The other one-half should be raised by assessments in zones reflecting water supply benefits in the SWP service areas.

Because of the differences in water supply characteristics, the Agency Board decided in 1983 that, for water supply benefits, the San Joaquin Valley portion of the SWP service area should be divided into two zones of benefit. The staff recommends this be done again this year. One zone of benefit, hereinafter described as Zone of Benefit No. 18-28, should include those lands that do not overlie the groundwater basin.

The other zone of benefit, hereinafter described as Zone of Benefit No. 19-28, should include the remaining lands that do overlie the groundwater basin. One-half of the $31,370,000 referred to above should be raised by assessments in these Zones of Benefit No. 18-28 and 19-28. This amount should be split between the two zones of benefit in proportion to their respective zone of benefit support. This support is the difference between the SWP water costs for the area and the Member Units' payments for that area. The resulting amount to be raised in Zone of Benefit No. 18-28 should be $1,787,000 and the resulting amount to be raised in Zone of Benefit No. 19-28 should be $13,898,000.

Those areas overlying the groundwater basin that are within water districts that have contracted for CVP water and the north unit of the North Kern Water Storage District have contributed or will contribute to the underground water supply in the groundwater basin by water made available independently of the Agency. At this time, these areas do not receive a surface supply or an improvement in their underground supplies by reason of the Master Contract sufficient to levy a zone of benefit assessment and, therefore, are not included in any zone.

Recommendations

Based upon the figures shown in the various preceding tables, it is the recommendation of Agency staff that the Agency Board approve the following amounts in each of the proposed zones of benefit, unless good cause is shown at the Zone of Benefit hearing why the Agency Board should do otherwise:

Zones of Benefit	**Amount**
No. 7-28 (ID4[6])	$20,614,000
No. 17-28 (Entire SWP service area)	$15,685,000
No. 18-28 (Non-groundwater portion of San Joaquin Valley service area)	$1,787,000
No. 19-28 (Groundwater portion of San Joaquin Valley service area)	$13,898,000

Although zone of benefit amounts will be set at the end of the hearings, the amount actually collected may be less. Zone of benefit amounts for Fiscal Year 2027-28 are set using estimated charges for 2028

[6] In lieu of contract payments.

SWP Table A water. The zone of benefit amounts will be recomputed in July 2027, using actual charges for 2028 SWP Table A water and estimates of any anticipated supplemental billings. After considering this and other factors, the Agency's Board may recommend recomputed 2027-28 zone of benefit amounts to actually be collected by the County of Kern.

Tables

Table 1. Annual Deliveries of Table A and Surplus SWP Water

Year	KCWA Contract Table A (af)	Table A Deliveries [1] (af)	Misc. Table A & Special Purchase Deliveries [2] (af)	Surplus Water Deliveries [3] (af)	Total SWP Deliveries [4] (af)
1968	46,600	45,743	0	81,641	127,384
1969	95,700	95,700	0	45,565	141,265
1970	145,100	133,331	0	71,303	204,634
1971	190,300	190,300	0	169,851	360,151
1972	270,700	270,700	0	220,081	490,781
1973	310,500	310,500	0	194,743	505,243
1974	347,700	347,000	0	299,433	646,433
1975	385,500	385,500	25,320	410,820	821,640
1976	432,800	432,800	6,450	442,150	881,400
1977	483,600	191,307	241,530	0	432,837
1978	534,300	527,300	140,047	8,623	675,970
1979	583,900	583,900	182,146	524,247	1,290,293
1980	634,500	634,500	44,964	285,469	964,933
1981	691,400	691,400	170,865	478,316	1,340,581
1982	745,300	745,300	25,157	124,736	895,193
1983	805,100	594,507	605	0	595,112
1984	860,600	860,600	8,100	230,691	1,099,391
1985	915,000	888,896	14,029	180,824	1,083,749
1986	968,200	880,237	34,054	14,987	929,278
1987	1,023,500	969,905	6,171	52,048	1,028,124
1988	1,074,600	952,886	56,634	0	1,009,520
1989	1,112,300	1,027,387	118,675	0	1,146,062
1990	1,153,400	627,535	84,913	0	712,448
1991	1,153,400	33,122	58,796	0	91,918
1992	1,153,400	476,874	10,454	0	487,328
1993	1,153,400	1,117,774	91,879	0	1,209,653
1994	1,153,400	596,959	45,563	58,474	700,996
1995	1,153,400	1,039,260	20,412	59,671	1,119,343
1996	1,117,060	1,054,725	52,530	32,401	1,139,656
1997	1,112,730	1,030,399	5,800	26,088	1,062,287
1998	1,087,730	823,471	1,684	0	825,155
1999	1,087,730	1,033,361	45,360	58,241	1,136,962
2000	1,020,730	790,358	246,395	78,908	1,115,661
2001	1,000,949	372,560	110,201	23,233	505,994
2002	1,000,949	622,597	48,373	21,951	692,921
2003	1,000,949	843,648	37,141	27,891	908,680
2004	998,730	629,920	45,195	88,170	763,285
2005	998,730	892,385	40,188	466,224	1,398,797
2006	998,730	964,668	27,028	256,908	1,248,604
2007	998,730	542,846	24,578	103,121	670,545
2008	998,730	204,260	58,772	0	263,032
2009	998,730	178,954	141,456	0	320,410
2010	982,730	303,672	232,671	0	536,343
2011	982,730	748,166	207,031	194,119	1,149,316
2012	982,730	559,711	58,246	0	617,957
2013	982,730	313,310	127,811	0	441,121

Year	KCWA Contract Table A (af)	Table A Deliveries [1] (af)	Misc. Table A & Special Purchase Deliveries [2] (af)	Surplus Water Deliveries [3] (af)	Total SWP Deliveries [4] (af)
2014	982,730	48,528	51,855	0	100,383
2015	982,730	196,546	157,552	0	354,098
2016	982,730	589,638	124,786	0	714,424
2017	982,730	761,291	174,971	114,112	1,050,374
2018	982,730	217,595	301,185	0	518,780
2019	982,730	560,684	491,945	130,806	1,183,435
2020	982,730	196,546	298,051	0	494,597
2021	982,730	39,554	145,629	0	185,183
2022	982,730	30,067	167,307	0	197,374
2023	982,730	698,069	610,034	106,928	1,415,031
2024	982,730	746,229	559,769	0	1,305,998
2025	982,730	337,690	433,705	0	771,395
Total	49,722,487	31,982,671	6,414,013	5,682,774	44,079,458
2026	982,730	261,944	219,180	0	481,124
2027	982,730	982,730	0	94,098	1,076,828
2028	982,730	982,730	0	94,098	1,076,828

(1) Includes the annual Table A allocation less any SWP water carried over into the following year and SWP transfers out of the County.
(2) Includes purchases and transfers of SWP Table A, SWP carryover, DWR water purchase programs and DWR operational flood water; excludes SWP water transfers from other contractors for groundwater banking programs and operational exchanges.
(3) Includes Surplus, Unscheduled Surplus and Article 21 water.
(4) Excludes preconsolidation water, non-SWP water and Kern River Intertie releases.

Table 2. Comparison of the 2027 and Estimated 2028 State Bills

	2027 ($)	2028 ($)
Transportation Charge		
Capital	12,445,450	16,714,000
Minimum	29,506,672	31,159,000
Water System Revenue Bond Surcharge	12,373,669	25,402,000
Power	37,991,524	41,961,000
Delta Water Charge		
Capital	45,771,087	48,115,000
Minimum	55,659,597	57,479,000
Replacement Accounting System	5,055	3,000
Delta Conveyance[(1)]	6,134,749	3,681,000
Healthy Rivers and Landscapes[(2)]	0	10,658,000
Reserves	0	21,124,443
Total	**199,887,803**	**257,417,000**

(1) As discussed further in this report, Delta Conveyance costs apply to Zone of Benefit 7 only.

(2) The Agreements for Healthy Rivers and Landscapes was formerly known as the Voluntary Agreements. Participation in the Agreements for Healthy Rivers and Landscapes is still to be determined.

Table 3. Estimated Basic Contract Obligations and Sources of Revenue for the 2028 SWP Water Service

Member Unit		2028 Total Table 1 (af)	Basic Obligation ($)	Special Adjustments ($)		Incremental Variable OMP&R ($)	Total Obligation ($)
Berrenda Mesa WD		98,901	21,812,000			1,715,000	23,527,000
Lost Hills WD		119,110	24,723,000				24,723,000
Belridge WSD		121,508	27,112,000	(2,000)	(1)		27,110,000
Semitropic ID (4)		179,762	27,923,000				27,923,000
Cawelo WD		45,000	7,787,000				7,787,000
Rosedale-Rio Bravo WSD		35,000	6,062,000				6,062,000
Buena Vista WSD		25,050	4,164,000				4,164,000
Kern Delta WD		30,000	5,191,000				5,191,000
Henry Miller WD		41,750	6,939,000				6,939,000
West Kern WD	-M&I	25,000	3,842,000				3,842,000
	-Ag	6,500	1,765,000				1,765,000
Wheeler Ridge-Maricopa WSD		231,293	52,246,000	630,000	(2)	4,572,000	54,624,000
Tehachapi-Cummings CWD	-Ag	5,000	1,233,000			1,259,000	2,492,000
	-M&I	15,000	2,434,000			366,000	2,800,000
Tejon-Castac WD	-M&I	3,749	345,000	1,000	(2)	170,000	516,000
	-Ag	2,000	932,000	40,000	(3)	279,000	1,251,000
Kern County Water Agency		8,360	1,866,000	27,000			1,893,000
Sub-Total		992,983	196,376,000	696,000		8,361,000	197,433,000
ID4 (ZOB No. 7)	-Ag	6,845	1,688,000	111,000	(2)		1,799,000
	-M&I	77,000	15,087,000	3,728,000	(3)		18,815,000
Sub-Total		83,845	16,775,000	3,839,000		0	20,614,000
Grand Total		**1,076,828**	**213,151,000**	**4,535,000**		**8,361,000**	**226,047,000**
			Funds Required from ZOB Nos. 17, 18 and 19				31,370,000
			Total SWP Payment Estimate				**$257,417,000**

(1) Net cost to Belridge WSD for conversion of 15,000 af of Ag to M&I.

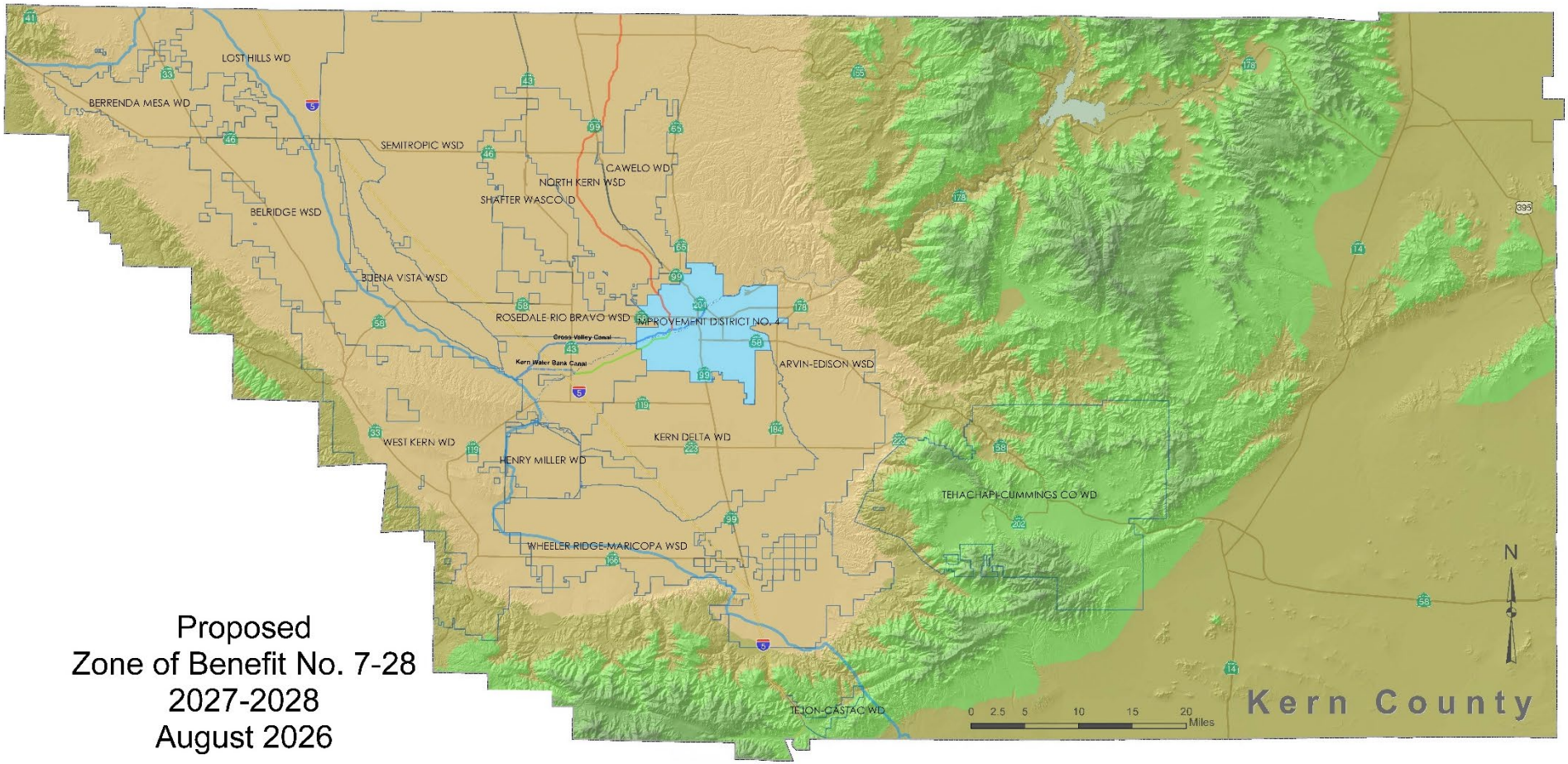
(2) Additional Aqueduct Capacity.

(3) Municipal Water Quality Investigation and Delta Conveyance charges.

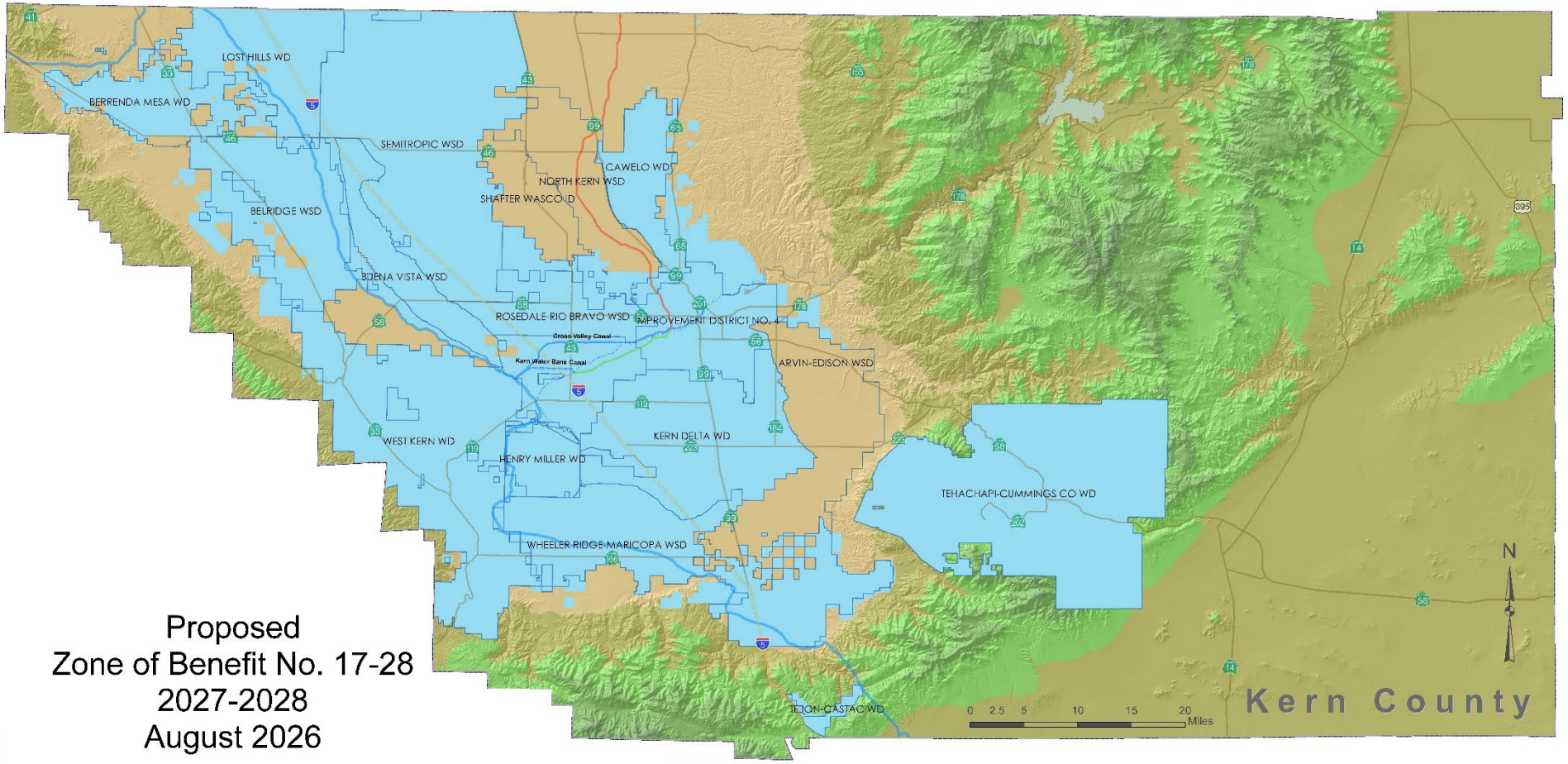
(4) Semitropic ID was formed in 1993. Prior to this, Semitropic's charges were divided between Semitropic WSD, Buttonwillow ID and Pond Poso ID.

Maps

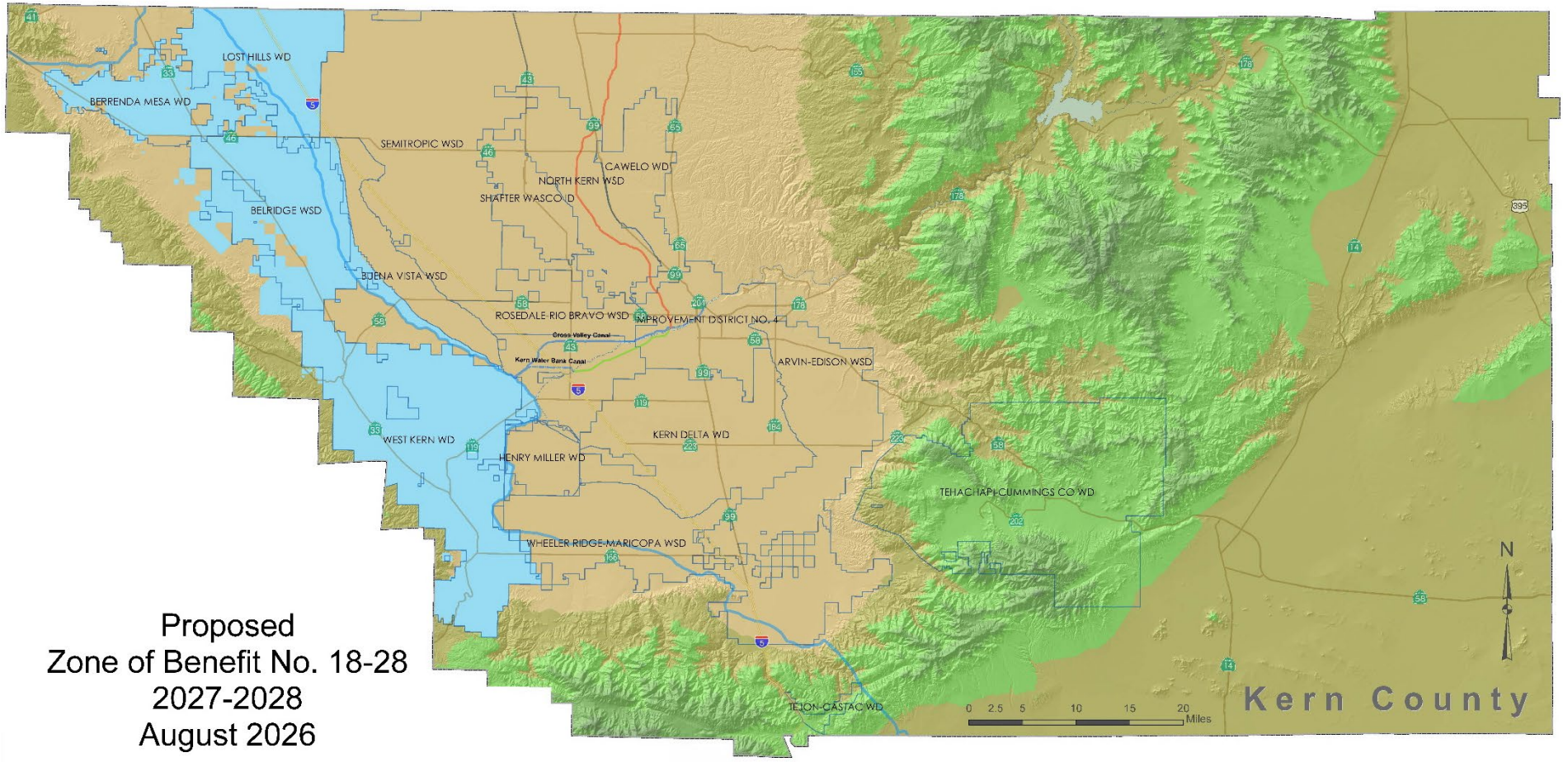
Map 1. Proposed Zone of Benefit No. 7



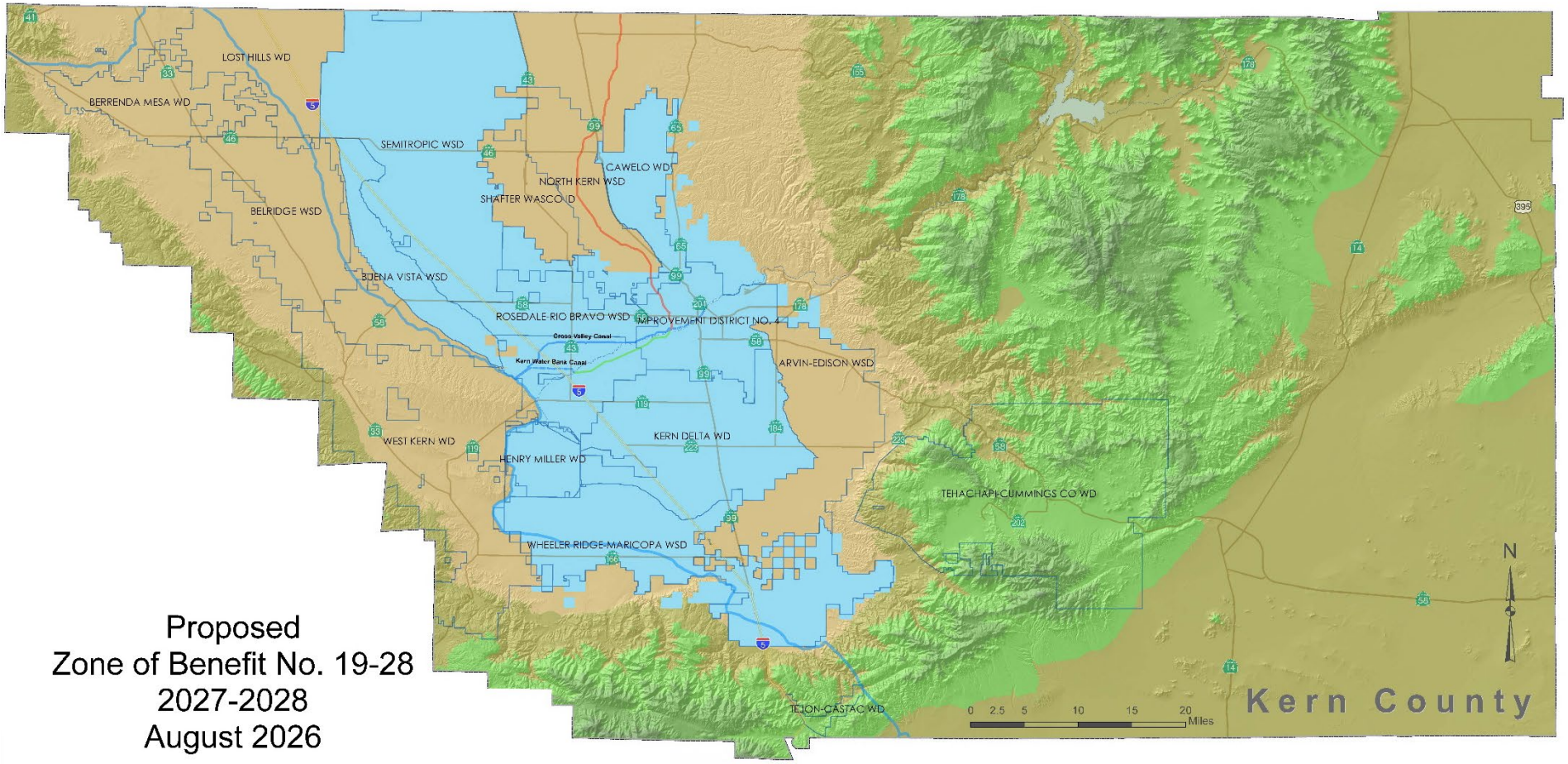
Map 2. Proposed Zone of Benefit No. 17



Map 3. Proposed Zone of Benefit No. 18



Map 4. Proposed Zone of Benefit No. 19



MEMORANDUM

TO: Water Resources Committee
Agenda Item No. 4a

FROM: Micah Clark / Michelle Anderson

DATE: August 27, 2026

SUBJECT: Report on 2026 Water Operations

Issue:
Summary of water operations for 2026.

Recommended Motion:
None – information only.

Discussion:

2026 Recovery Activities
Recovery operations from the Kern Water Bank (KWB) wells began on May 11, 2026, and terminated on July 17, 2026. Recovery operations from the Pioneer Project began on May 11, 2026, and terminated on June 28, 2026. Recovery operations from the Improvement District No. 4/Rosedale Rio-Bravo Water Storage District Joint Use Recovery Project (JURP) wells began on May 13, 2026, and terminated on June 19, 2026. Recovery operations from Improvement District No. 4 wells began on June 1, 2026, and terminated on June 25, 2026.

As of July 31, 2026, approximately 44,246 acre-feet (af) has been recovered in 2026 from the Kern Fan banking projects. A summary of total deliveries by project is provided as Attachment 1 and a summary of deliveries by participant is provided as Attachment 2.

2026 Recharge Activities
Deliveries of 2025 and 2026 State Water Project and Central Valley Project water have terminated to the Kern Fan Banking Projects. Intermittent recharge operations for the KWB began on October 1, 2025, and continued until March 11, 2026, at which time the KWB Participants ceased operations. Intermittent recharge operations for the Pioneer began on October 1, 2025, and continued until March 3, 2026, at which time the Pioneer Participants ceased operations. Intermittent recharge operations for the Berrenda Mesa Project began on November 27, 2025, and continued until February 28, 2026, at which time the Berrenda Mesa Participants ceased operations.

As of July 31, 2026, approximately 67,800 af has been delivered in 2026 to the Kern Fan banking projects. A summary of deliveries by water type is provided as Attachment 3 and a summary of deliveries by project is provided as Attachment 4.

A summary of the groundwater bank accounts is provided as Attachment 5 and a summary of the overdraft correction accounts is provided as Attachment 6.

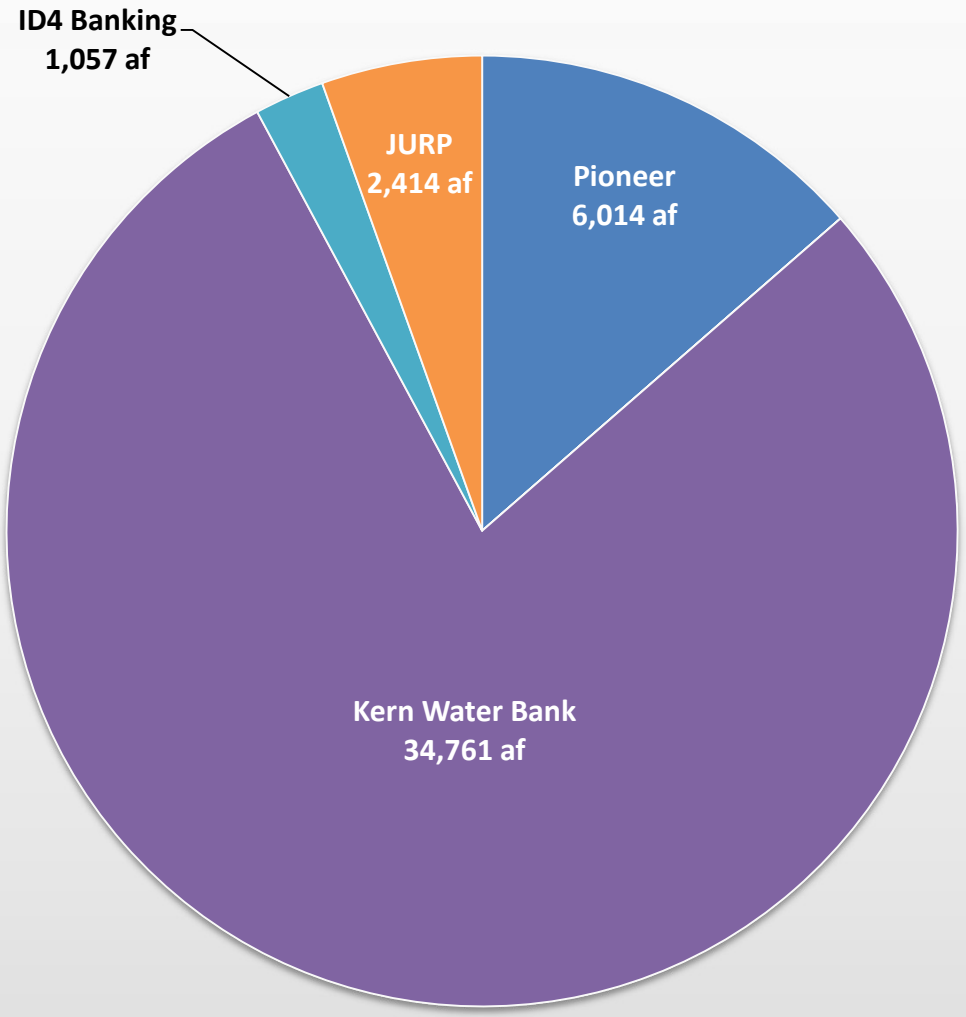
Groundwater Levels – Kern Fan

A depiction of current and historic groundwater level trends in the Kern Fan banking project area is provided as Attachment 7.

Other Activities

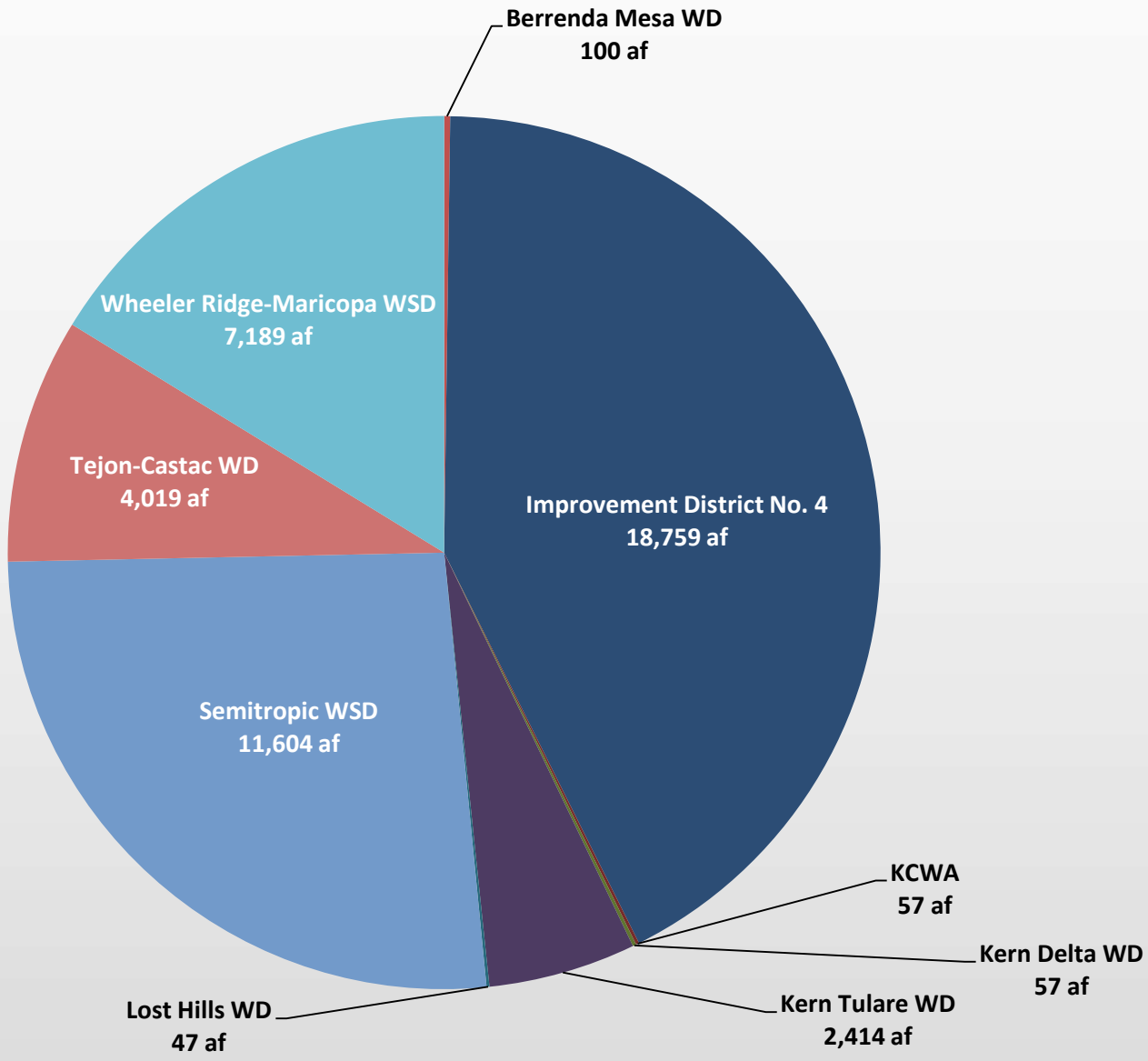
- De-energized KCWA 18 for repairs;
- Replaced the breaker and starter on KCWA 18;
- Filled dripper oil on various Agency wells;
- Transported various well meters to repair shop for repairs;
- Completed JURP and ID4 well preventative maintenance;
- Replaced the fuses on JURP 5;
- Mowed vegetation on Pioneer South;
- Conducted well security checks throughout the system;
- Performed sounder repairs and calibration;
- Performed rodent abatement on Pioneer property; and
- Completed Kern Fan monthly water measurements.

Kern Fan Banking Projects
2026 Estimated Gross Recovery by Project
Through July 31, 2026



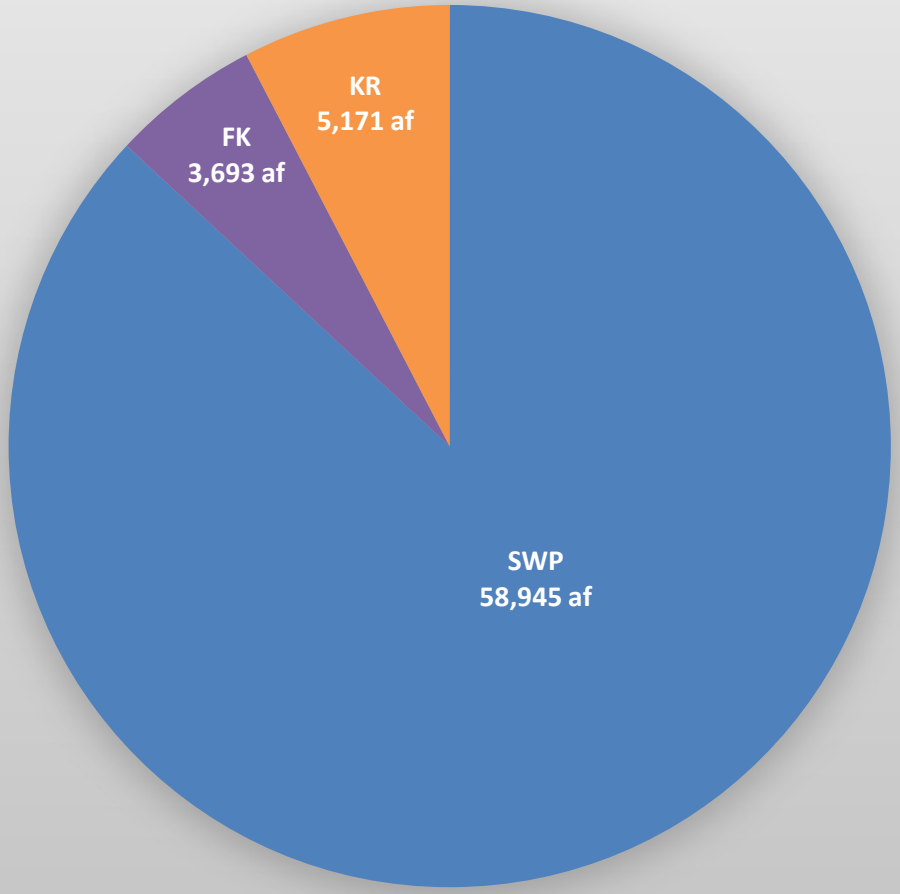
Total Gross Recovery 44,246 af

Kern Fan Banking Projects
2026 Estimated Recovery by Participant
Through July 31, 2026

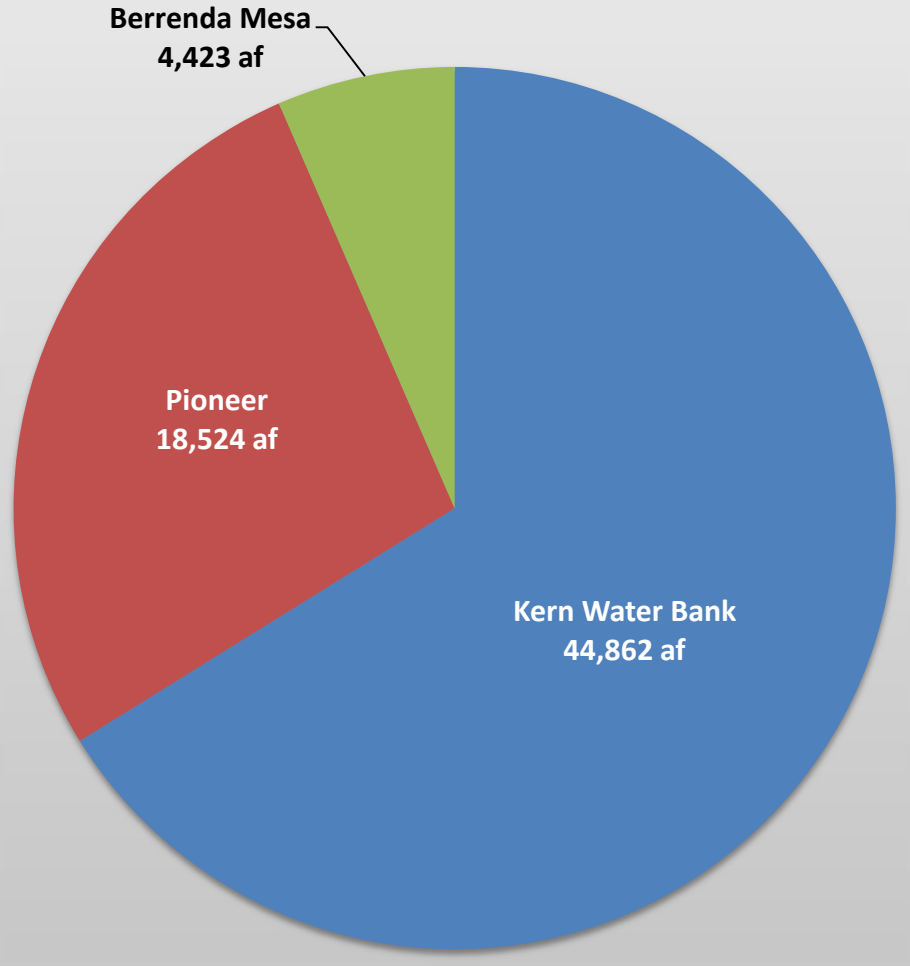


Total Gross Recovery 44,246 af

2026 Estimated Kern Fan Banking Project Deliveries
(by Water Type)
Deliveries through July 31, 2026
Total Deliveries 67,809 af



2026 Estimated Kern Fan Banking Project Deliveries
(by Project)
Deliveries through July 31, 2026
Total Deliveries 67,809 af



Kern County Water Agency
Estimated Summary of Groundwater Bank Accounts
As of July 31, 2026

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2025	Estimated Balance as of July 31, 2026					
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank	Total
Belridge WSD	103,767	91,828	9,962	101,790	5,007	0	106,797
Berrenda Mesa WD	112,167	70,977	6,143	77,120	38,053	0	115,173
Buena Vista WSD	44,696	42,762	2,648	45,410	0	12	45,422
Cawelo WD	0	0	0	0	0	0	0
Dudley Ridge WD	74,587	0	0	0	0	92,585	92,585
Henry Miller WD	18,181	19,899	0	19,899	0	0	19,899
Improvement District No. 4	243,891	47,331	8,160	55,491	0	180,588	236,079
Kern County Water Agency	195,912	112,728	62,140	174,868	3,499	17,958	196,325
Kern Delta WD	32,017	37,131	0	37,131	0	0	37,131
Lost Hills WD	97,397	71,318	23,169	94,487	6,280	0	100,767
Rosedale-Rio Bravo WSD	42,313	42,313	0	42,313	0	0	42,313
Semitropic WSD	281,415	26,473	2,503	28,976	0	240,835	269,811
Tehachapi-Cummings CWD	5,820	0	0	0	0	5,820	5,820
Tejon-Castac WD	65,781	2,552	1,289	3,841	0	58,071	61,912
Westside Mutual Water Co.	500,639	0	0	0	0	515,178	515,178
Wheeler Ridge-Maricopa WSD	273,579	29,258	10,345	39,603	5,743	227,580	272,926
Total	2,092,162	594,570	126,359	720,929	58,582	1,338,627	2,118,138

Kern County Water Agency
Estimated Summary of Overdraft Correction Accounts
As of July 31, 2026

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2025	Estimated Balance as of July 31, 2026					
		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	72,219
Henry Miller WD	90,206	63,106	375	63,481	2,584	24,141	90,206
Kern County Water Agency	55,030	35,356	7,121	42,477	0	12,553	55,030
Kern Delta WD	99,581	73,102	587	73,689	2,456	32,887	109,032
Rosedale-Rio Bravo WSD	236,702	179,998	5,298	185,296	4,471	57,208	246,975
Total	553,738	412,426	13,381	425,807	9,511	138,144	573,462

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

ENGINEERING & GROUNDWATER SERVICES

Groundwater Elevation Monitoring

August 2026 | Monthly Board Report

Kern County Water Agency

Attachment 7

Basin Status | August 2026

Well Location	Project	August 2026 (ft amsl)	vs Last Year (ft)	vs 2022 Low (ft)	Current Trend
30S/25E-16L	Kern Water Bank	**148.4**	**-44.5**	**+198**	▼ **Declining**
30S/26E-19B	2800 Acres	**237.2**	**-12.0**	**+152**	▼ **Declining**
30S/26E-15N	Pioneer South	**215.8**	**-8.5**	**+150**	▼ **Declining**
30S/26E-10P	Pioneer Central	**224.3**	**-9.7**	**+173**	▼ **Declining**
30S/26E-04J	Pioneer North	**221.7**	**-15.1**	**+148**	▼ **Declining**
30S/26E-06R	Pioneer North	**210.2**	**-15.4**	**+245**	▼ **Declining**

- All 6 locations show a year-over-year decline (middle aquifer interval).
- All 6 locations remain above their 2022 drought-cycle low.
- ft amsl = feet above mean sea level. Water level elevation is the height of the groundwater surface above a fixed global sea level reference.
- Groundwater elevations reference the North American Datum 1983 (NAD83).

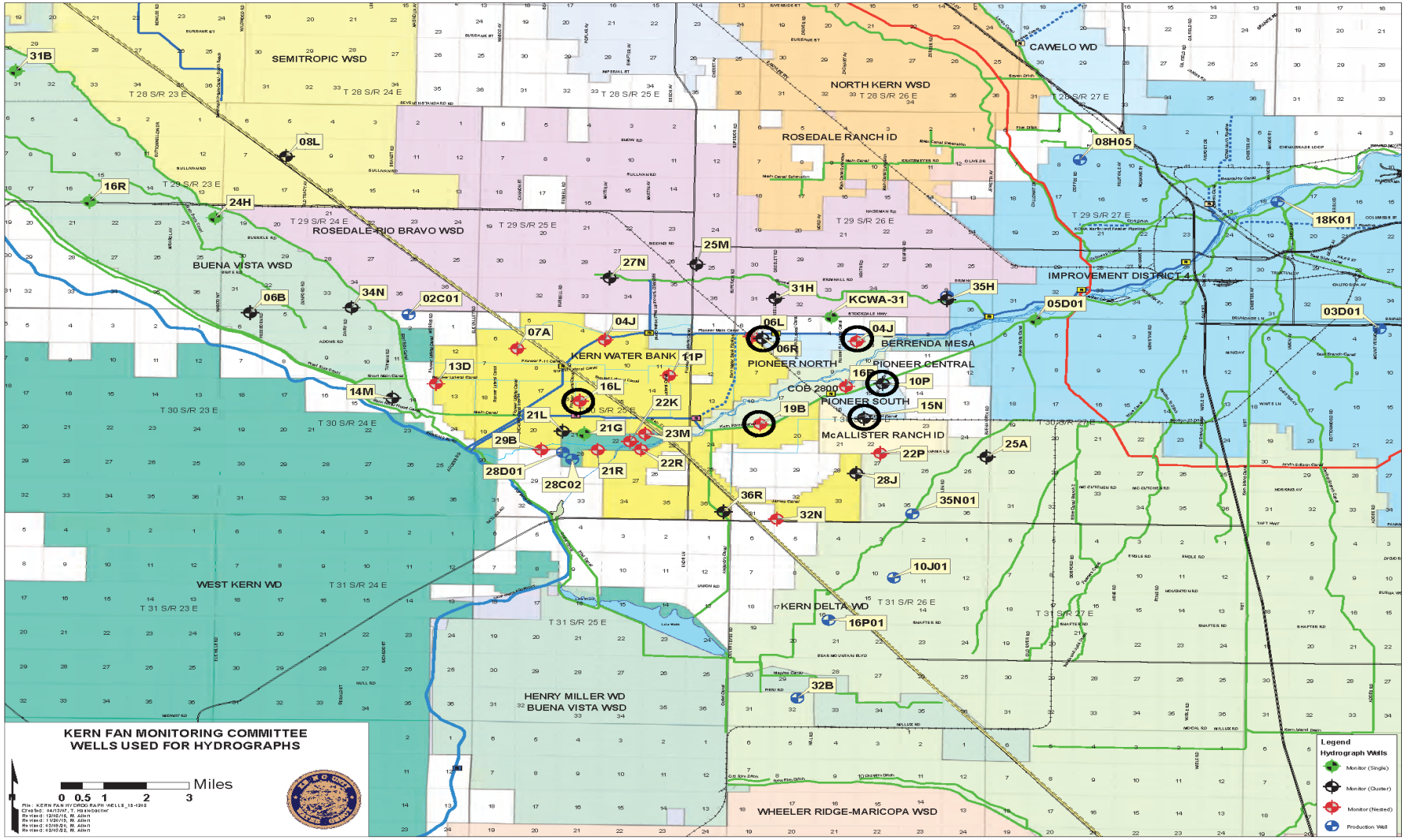
Prepared with AI assistance; reviewed and verified by KCWA Engineering and Groundwater Services.

Kern Fan Monitoring Network | August 2026

Attachment 7

KFMC Wells Used for Monthly Hydrographs

Attachment 5



30S/25E-16L | Kern Water Bank

2-Year View | Middle aquifer interval | Current: 148.4 ft amsl | 155.6 ft below GS | vs last year: -44.5 ft

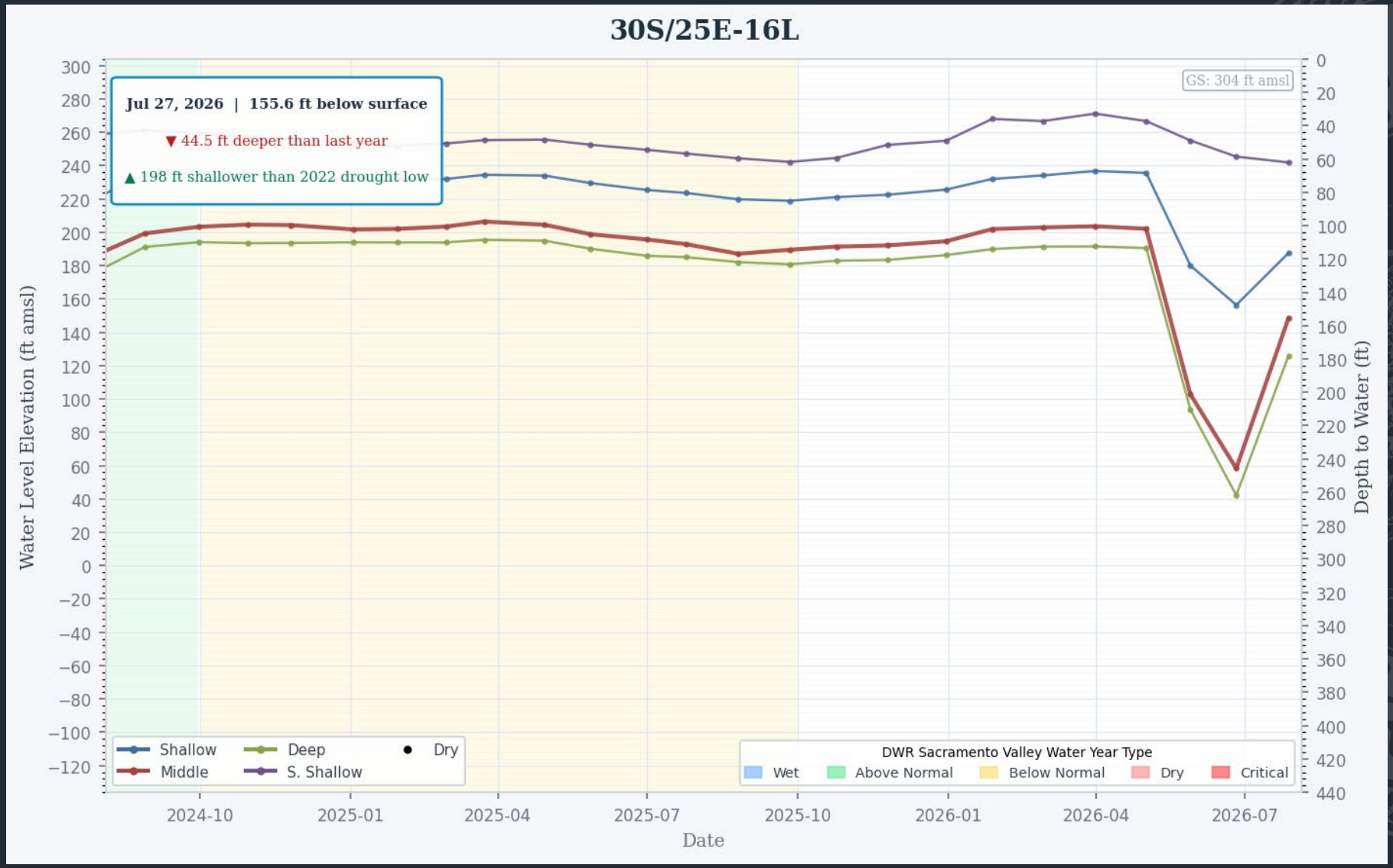
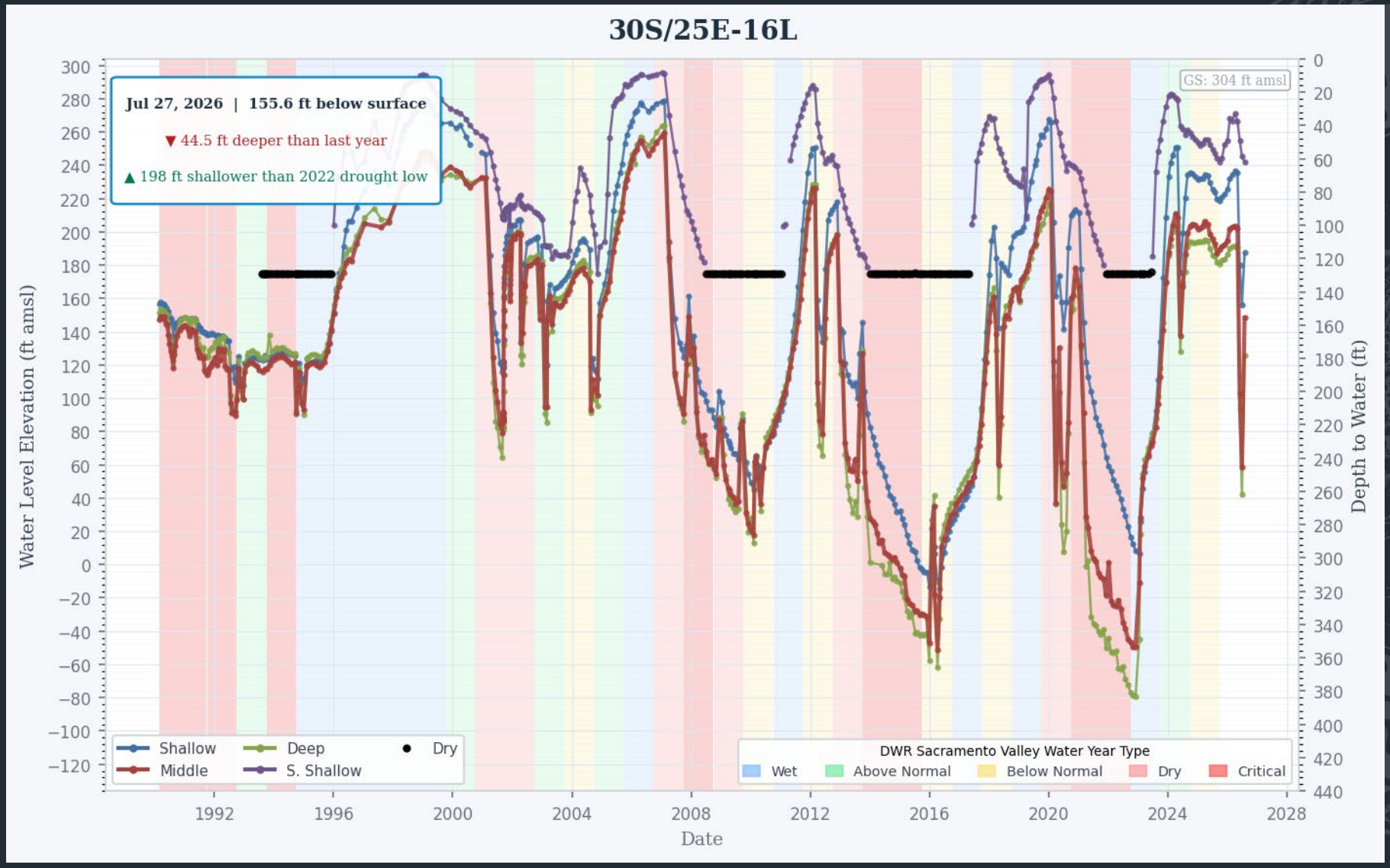


Chart background shading reflects DWR Sacramento Valley water year types.

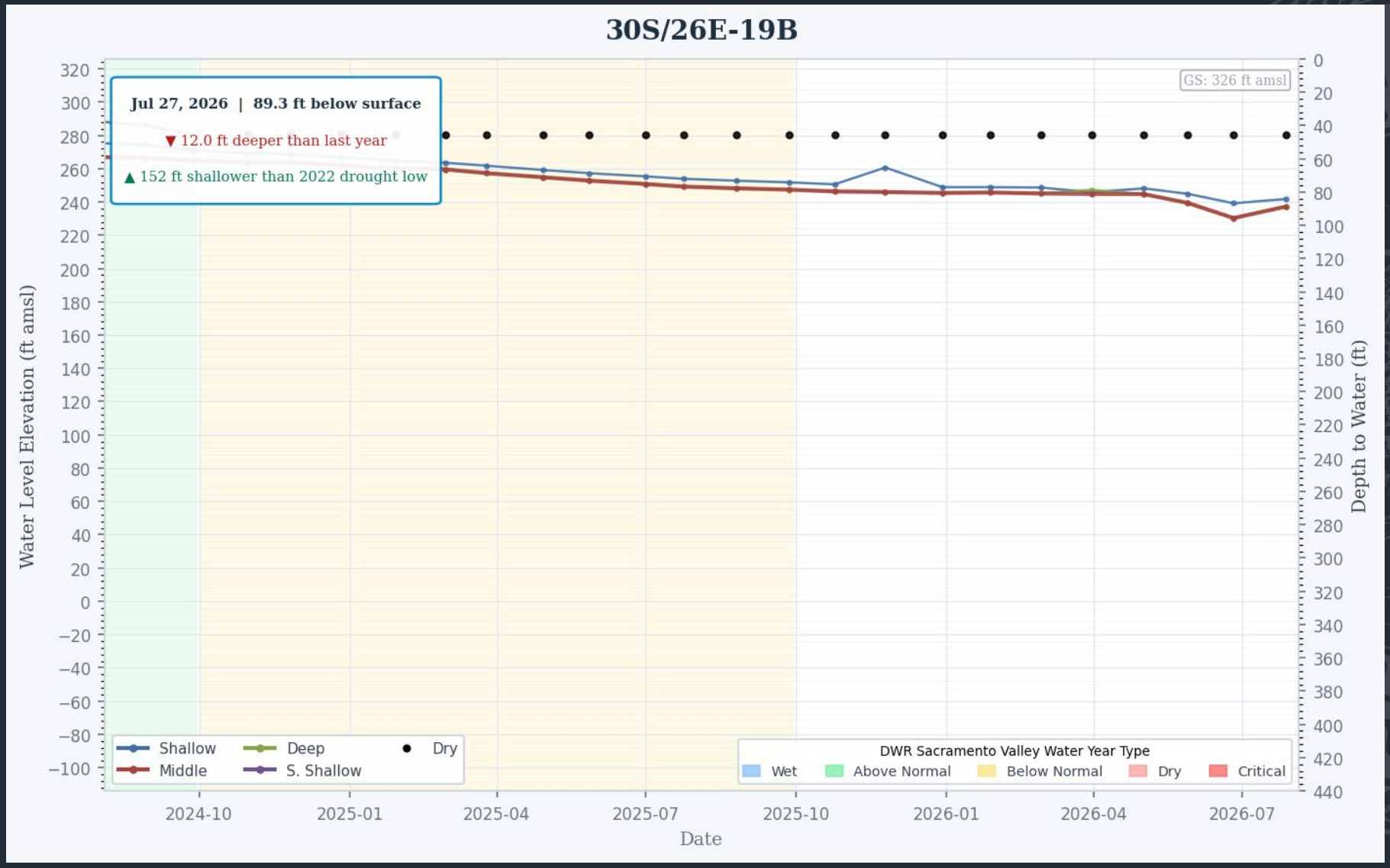
30S/25E-16L | Kern Water Bank

Full Record | Middle aquifer interval | Current: 148.4 ft amsl | 155.6 ft below GS | vs last year: -44.5 ft



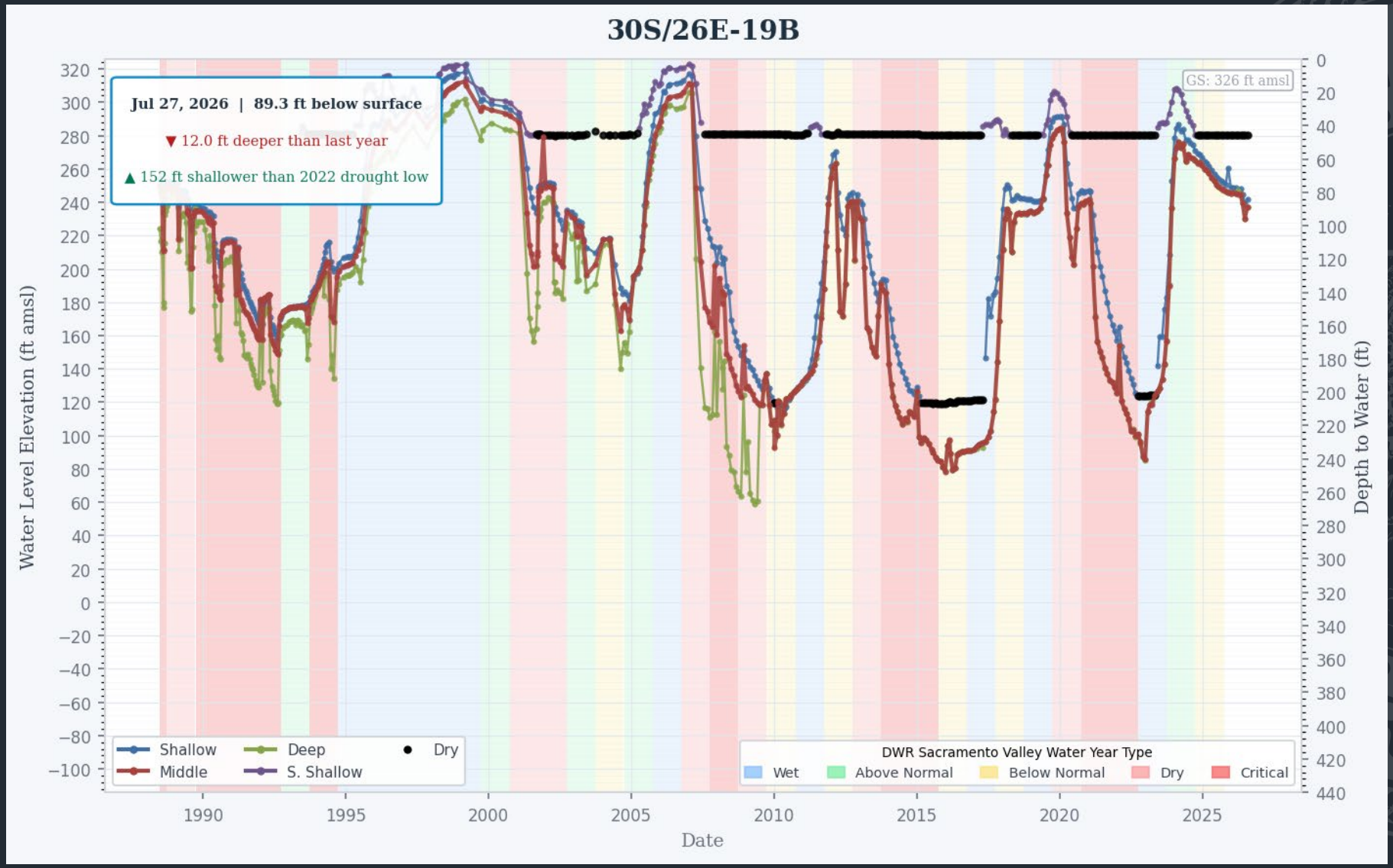
30S/26E-19B | 2800 Acres

2-Year View | Middle aquifer interval | Current: 237.2 ft amsl | 89.3 ft below GS | vs last year: -12.0 ft



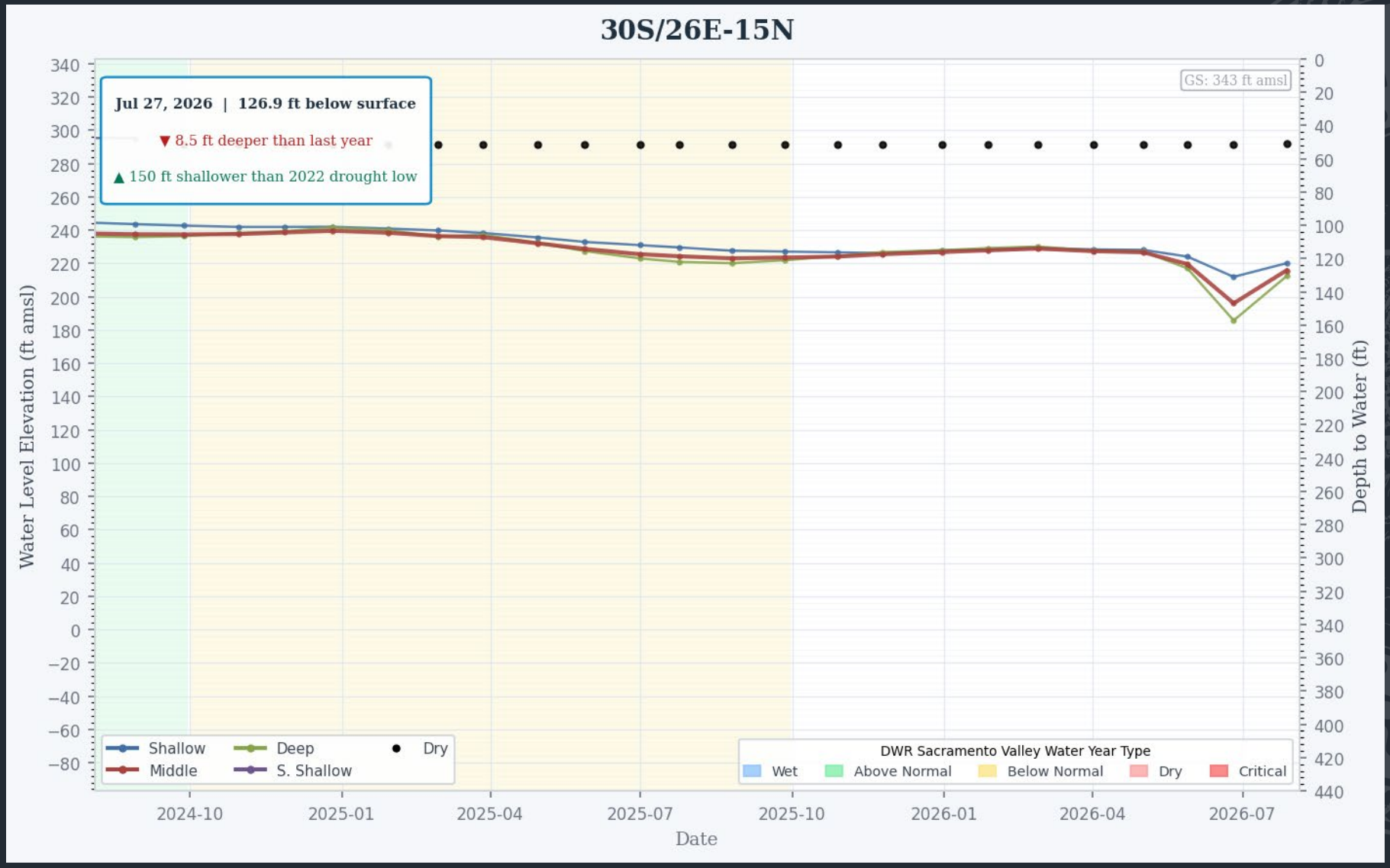
30S/26E-19B | 2800 Acres

Full Record | Middle aquifer interval | Current: 237.2 ft amsl | 89.3 ft below GS | vs last year: -12.0 ft



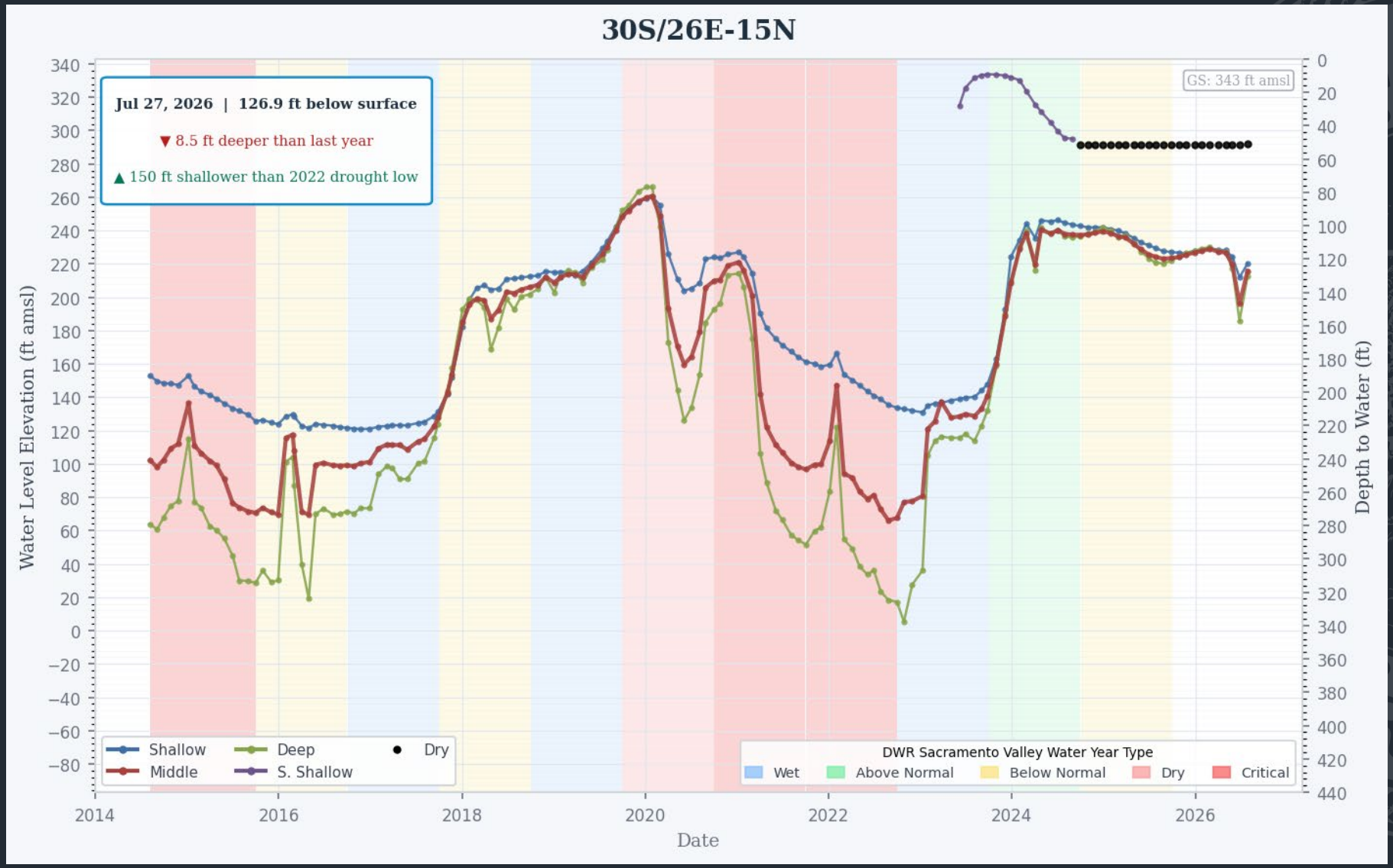
30S/26E-15N | Pioneer South

2-Year View | Middle aquifer interval | Current: 215.8 ft amsl | 126.9 ft below GS | vs last year: -8.5 ft



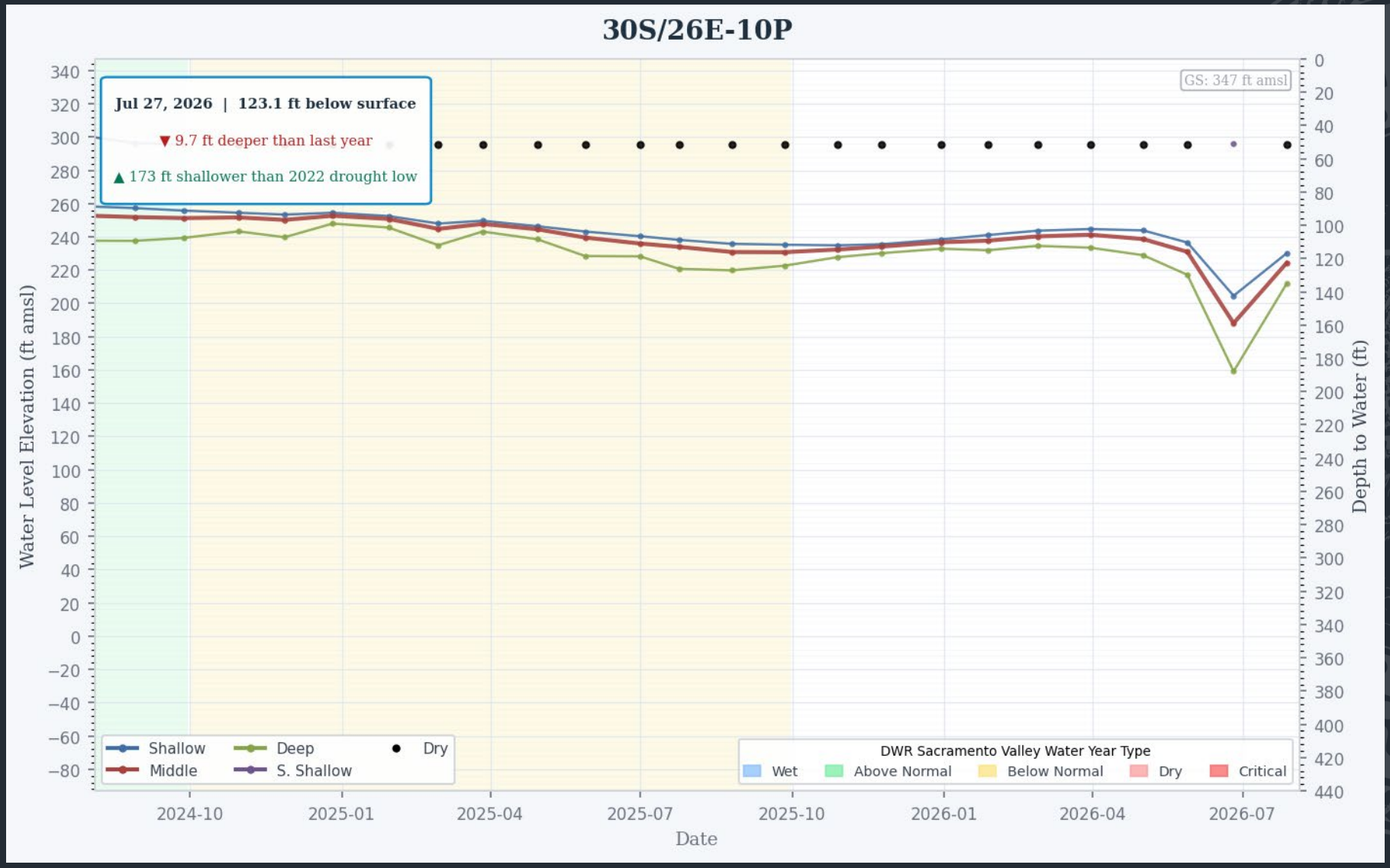
30S/26E-15N | Pioneer South

Full Record | Middle aquifer interval | Current: 215.8 ft amsl | 126.9 ft below GS | vs last year: -8.5 ft



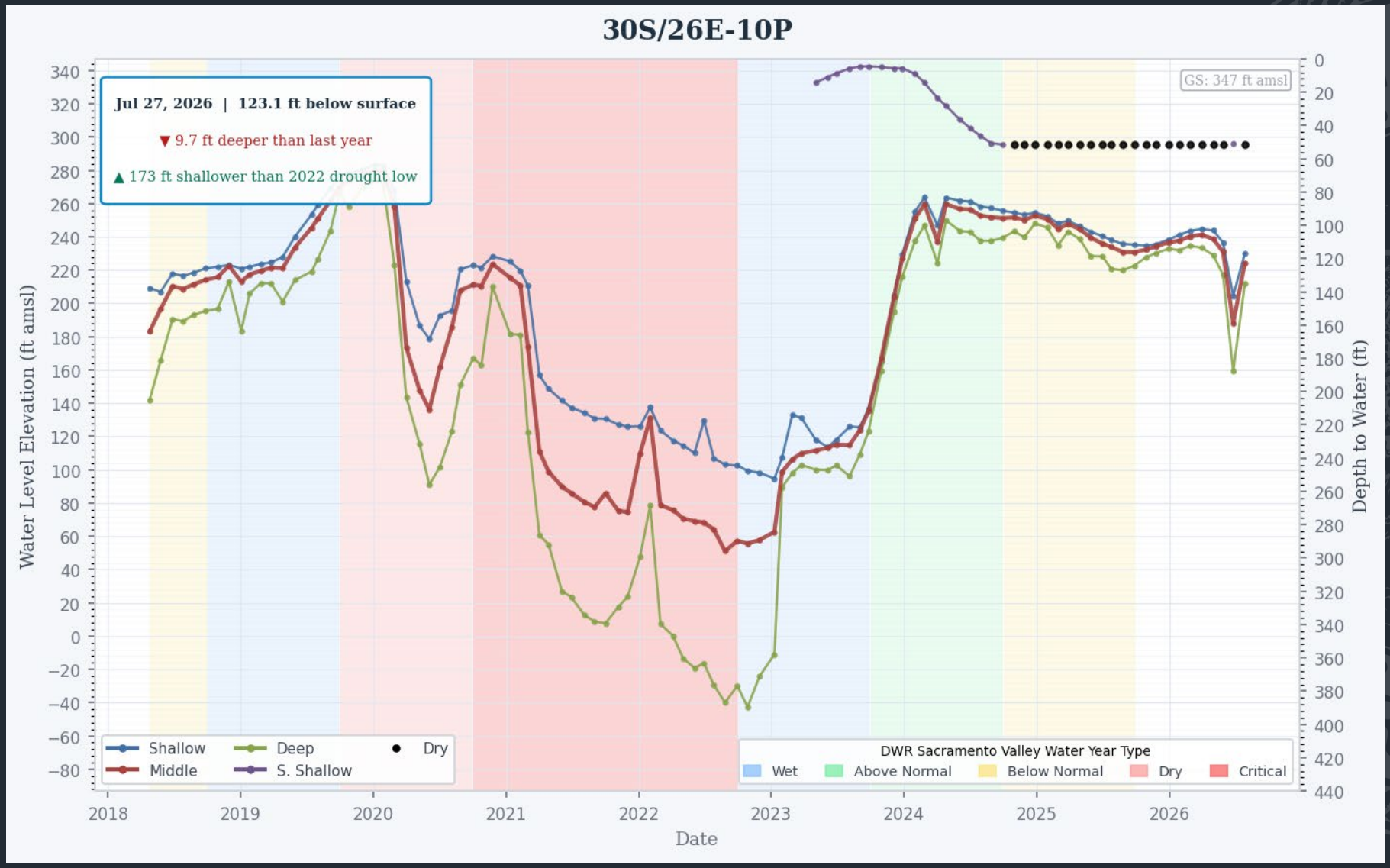
30S/26E-10P | Pioneer Central

2-Year View | Middle aquifer interval | Current: 224.3 ft amsl | 123.1 ft below GS | vs last year: -9.7 ft



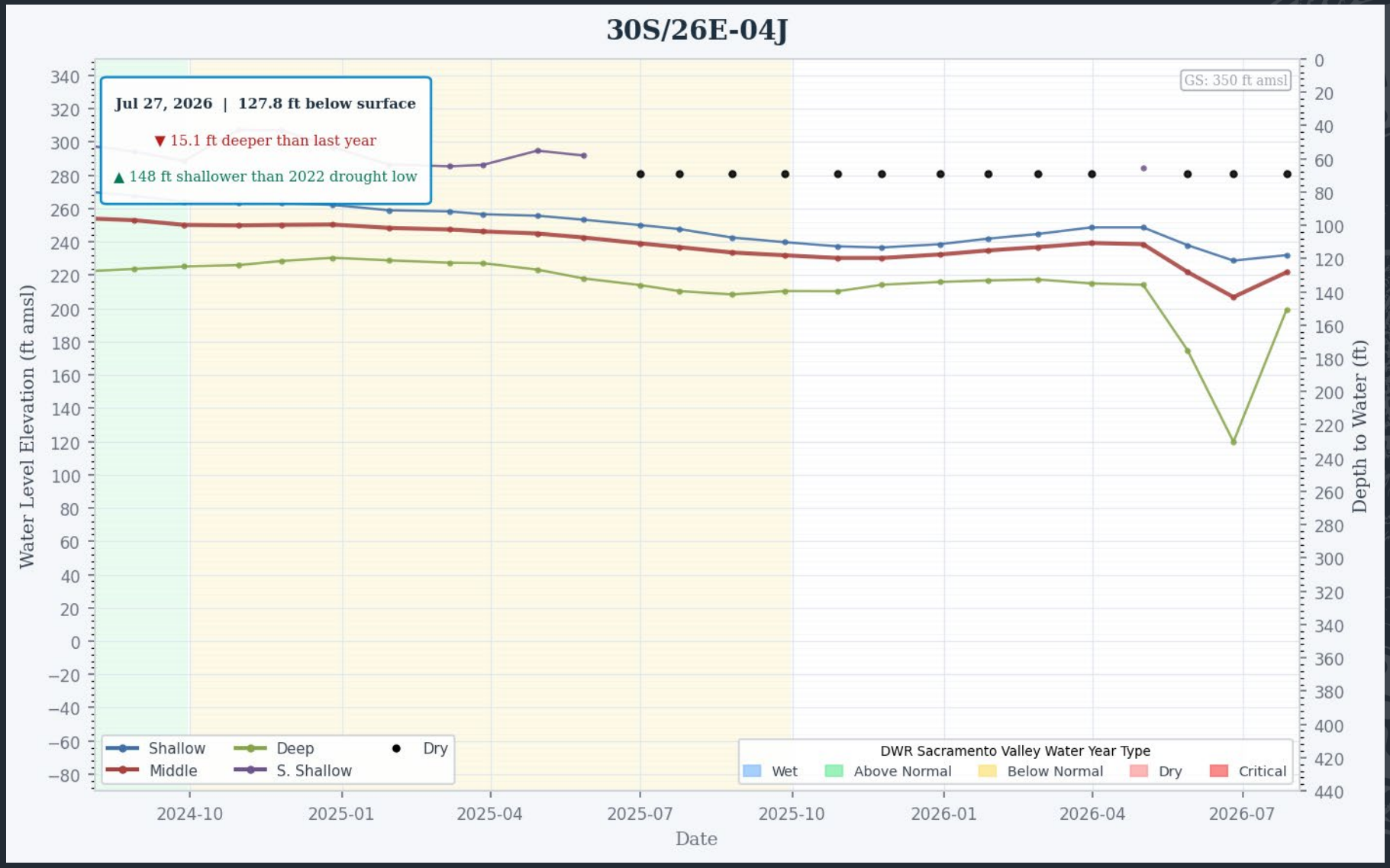
30S/26E-10P | Pioneer Central

Full Record | Middle aquifer interval | Current: 224.3 ft amsl | 123.1 ft below GS | vs last year: -9.7 ft



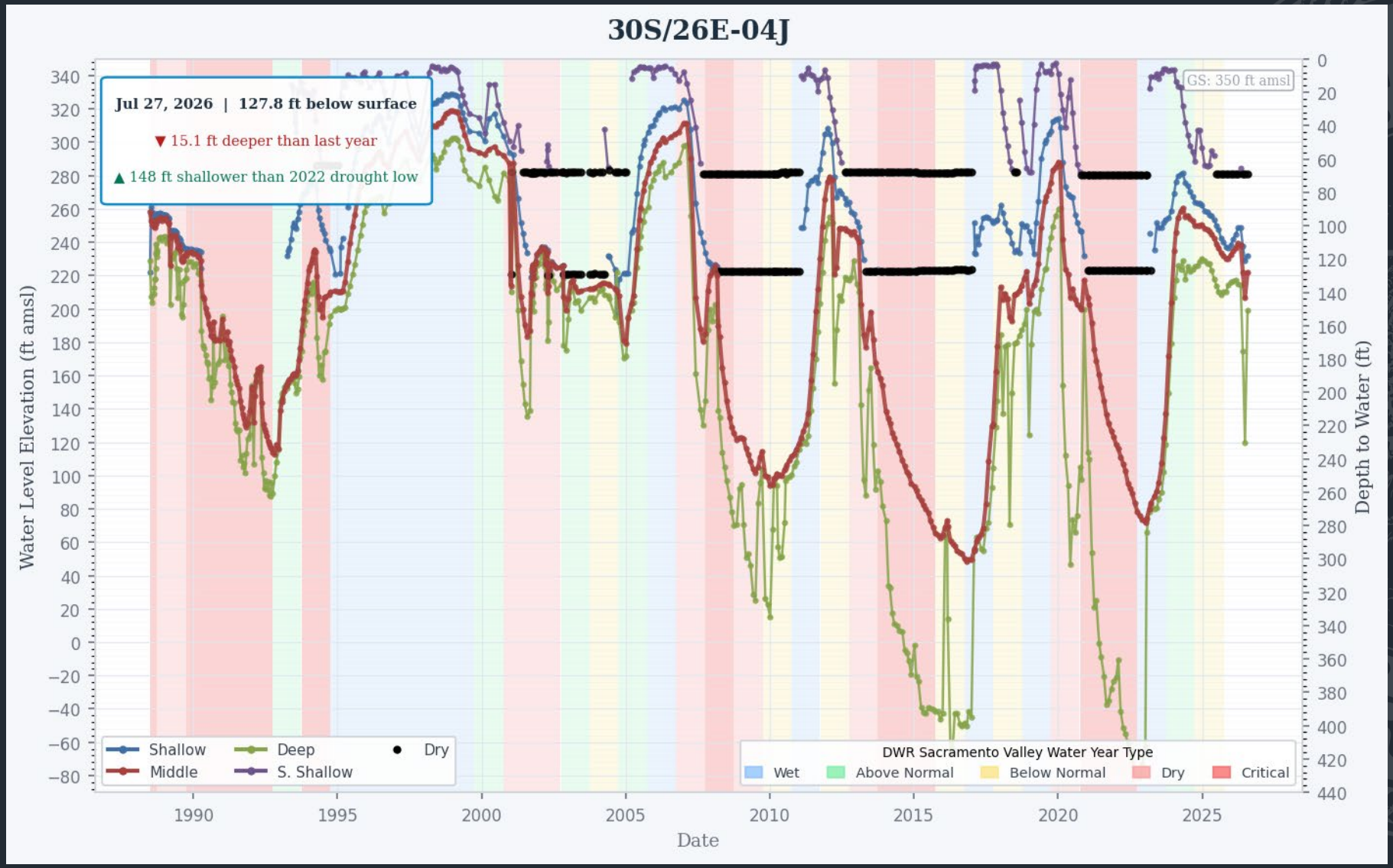
30S/26E-04J | Pioneer North

2-Year View | Middle aquifer interval | Current: 221.7 ft amsl | 127.8 ft below GS | vs last year: -15.1 ft



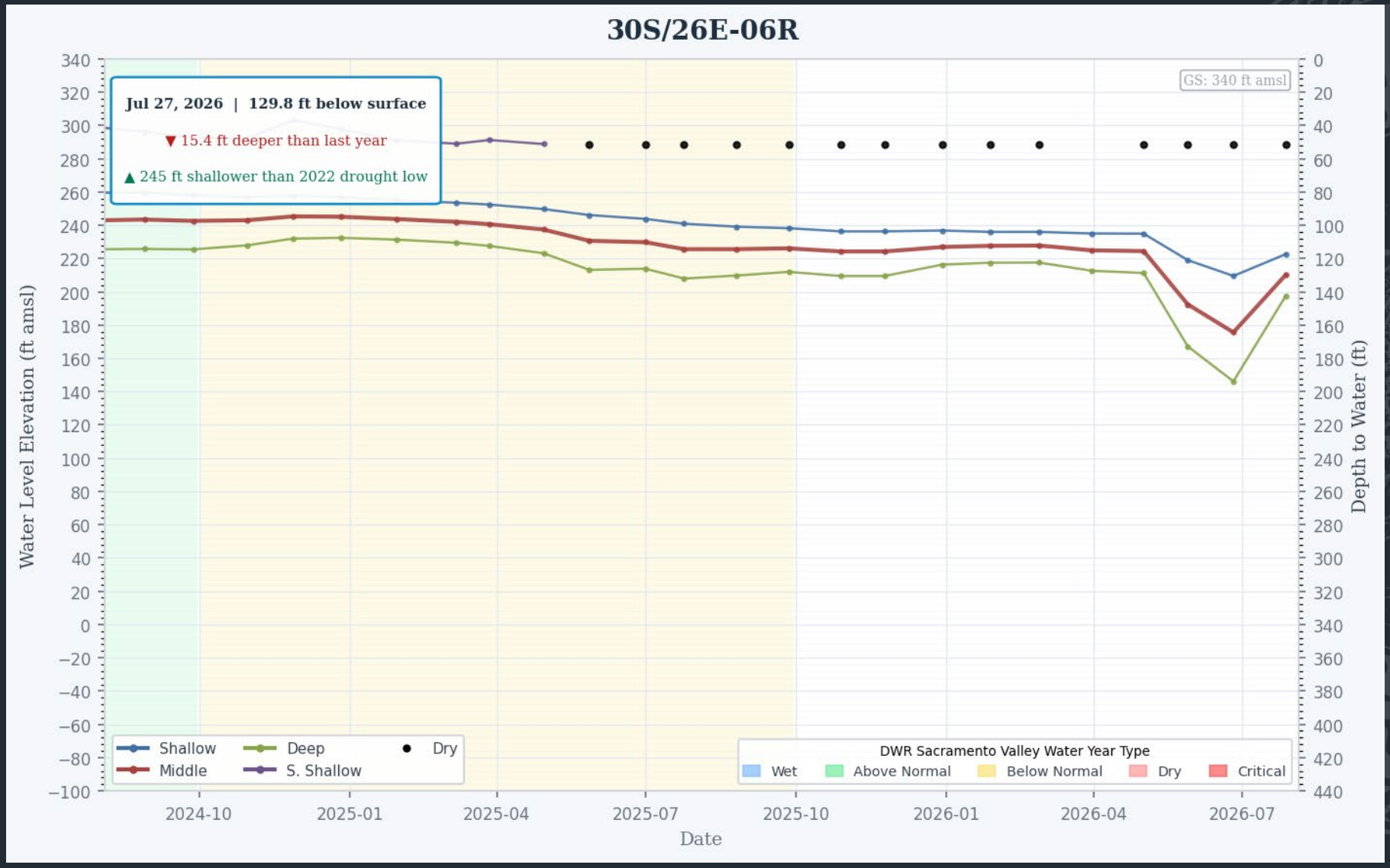
30S/26E-04J | Pioneer North

Full Record | Middle aquifer interval | Current: 221.7 ft amsl | 127.8 ft below GS | vs last year: -15.1 ft



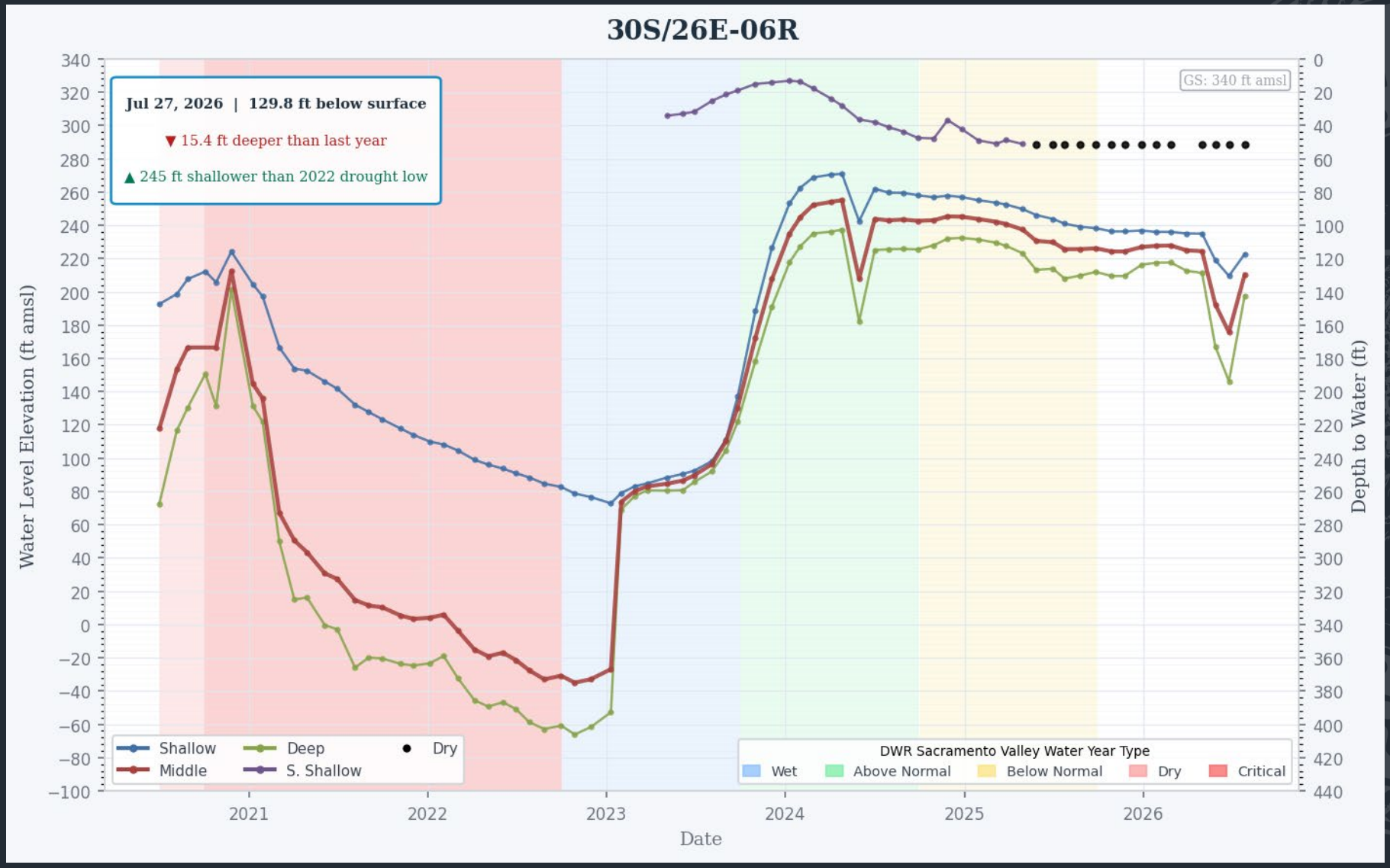
30S/26E-06R | Pioneer North

2-Year View | Middle aquifer interval | Current: 210.2 ft amsl | 129.8 ft below GS | vs last year: -15.4 ft



30S/26E-06R | Pioneer North

Full Record | Middle aquifer interval | Current: 210.2 ft amsl | 129.8 ft below GS | vs last year: -15.4 ft



Questions?

Kern County Water Agency
Engineering & Groundwater Services

MEMORANDUM

TO: Water Resources Committee
Agenda Item No. 5a

FROM: Lauren Bauer

DATE: August 27, 2026

SUBJECT: Report on the Kern Non-Districted Lands Authority Meetings

Issue:
Report on the July 27, 2026 and August 24, 2026 meetings of the Kern Non-Districted Lands Authority Board of Directors.

Recommended Motion:
None – information only.

Discussion:
The Kern Non-Districted Lands Authority Board of Directors meeting agendas for July 27, 2026 and August 24, 2026 are provided as Attachments 1 and 2.

KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive, Bakersfield, CA 93308
Meeting of the Board of Directors
July 27, 2026, 2:00 p.m.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online using the link and information below:
https://us02web.zoom.us/j/87916828311?pwd=MXovFd9w4IFdX8AnOTJBUbbKBagIaC.1
Telephone Dial-in: (669) 900-6833
Meeting ID: 879 1682 8311
Password: 795650

KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

This meeting is held in accordance with the Brown Act pursuant to Section 54956 of the California Government Code and the Kern Non-Districted Land Authority Joint Powers Agreement.

1. **Roll Call- Quorum Determination.**
   In the absence of a quorum, the Board will handle only those items not needing a quorum.

2. **Flag Salute**

3. **Public Input**
   This portion of the meeting is set aside to provide the public with an opportunity to bring to the attention of the Board matters of which the Board may not be aware and which are not on the current agenda. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action. Members of the public may directly address the Board of Directors on any item of interest within the Board's subject matter jurisdiction, before or during the Board's consideration of the item. The President may limit the time allowed for comment

4. **Approval of Minutes**
   a. *June 15, 2026

5. **Financial Report**
   a. *Financial Reports and Accounts Payables
   b. *Audit Proposal
   c. *Cash Call Request

6. **Administration**
   a. Executive Director Report
   b. Demand Management Update
      i. Groundwater Allocation Committee Report

7. DWR Grant Administration

a. Report on Grant Administration (Jason)

8. Legal (Valerie)

a. Statewide Update

9. New Business

10. Correspondence

a. County of Kern public comment on Demand Management Report
b. LAFCO request

11. Closed Session

a. Conference with legal counsel – anticipated litigation
Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: 2 potential matters. (Potential liability from potential future water district formation and overlapping GSA election; Potential ligation from the Domestic Well Mitigation Program Application).

12. Adjournment

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the Authority provide disability-related modification or accommodation in order to participate in any public meeting of the Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets. Requests should be made in person, by telephone, facsimile and/or written correspondence to the Authority office, at least 48 hours before a public Authority meeting. Written materials related to an item on this agenda to be considered in open session that are public documents and that are distributed to board members after the posting of the agenda, will be made available for public inspection when they are so distributed at the location of the KNDLA meeting during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive, Bakersfield, CA 93308
Meeting of the Board of Directors
August 24, 2026, 2:00 p.m.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online using the link and information below:
https://us02web.zoom.us/j/87916828311?pwd=MXovFd9w4IFdX8AnOTJBUbbKBagIaC.1
Telephone Dial-in: (669) 900-6833
Meeting ID: 879 1682 8311
Password: 795650

KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

This meeting is held in accordance with the Brown Act pursuant to Section 54956 of the California Government Code and the Kern Non-Districted Land Authority Joint Powers Agreement.

1. **Roll Call- Quorum Determination.**
   In the absence of a quorum, the Board will handle only those items not needing a quorum.

2. **Flag Salute**

3. **Public Input**
   This portion of the meeting is set aside to provide the public with an opportunity to bring to the attention of the Board matters of which the Board may not be aware and which are not on the current agenda. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action. Members of the public may directly address the Board of Directors on any item of interest within the Board's subject matter jurisdiction, before or during the Board's consideration of the item. The President may limit the time allowed for comment

4. **Approval of Minutes**
   a. *July 27, 2026

5. **Financial Report**
   a. *Financial Reports and Accounts Payables

6. **Administration**
   a. Executive Director Report
   b. *Demand Management Phase 3 approval

7. **Technical Assistance**
   a. *Subsidence Proposal
   b. Data Gaps Update

8. **DWR Grant Administration**
   a. Report on Grant Administration (Jason)

9. **Legal (Valerie)**
   a. Statewide Update

10. **New Business**

11. **Correspondence**

12. **Closed Session**
   a. **Conference with legal counsel – anticipated litigation**
   Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: Two potential matters. (Potential liability for developing allocation program; Potential ligation from the Domestic Well Mitigation Program Application).

13. **Adjournment**

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the Authority provide disability-related modification or accommodation in order to participate in any public meeting of the Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets. Requests should be made in person, by telephone, facsimile and/or written correspondence to the Authority office, at least 48 hours before a public Authority meeting. Written materials related to an item on this agenda to be considered in open session that are public documents and that are distributed to board members after the posting of the agenda, will be made available for public inspection when they are so distributed at the location of the KNDLA meeting during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

Cross Valley Canal Committee

MEMORANDUM

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 3

FROM: Kassidy Frey

DATE: August 27, 2026

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 July 2026 is provided as Attachment 1. A table summarizing the monthly 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
AUGUST 2026

CROSS VALLEY CANAL

OPERATIONS

Preliminary inflows and deliveries for the month of July were as follows:

Deliveries by Turnout:	California Aqueduct SWP (AF)	GW (AF)	Pioneer Inlet Kern River (AF)	Canal Storage (AF)	CVC Total (AF)
CA Aqueduct Pump-In	-	1,029	-	-	1,029
Nord Siphons	-	-	-	55	55
Arvin-Edison Turnout	885	1,888	3,162	21	5,956
Friant-Kern Canal Pump-in	-		435	-	435
Lined Losses - Pools 1-6	5	93	20	-	118
Total	890	3,010	3,617	76	7,593

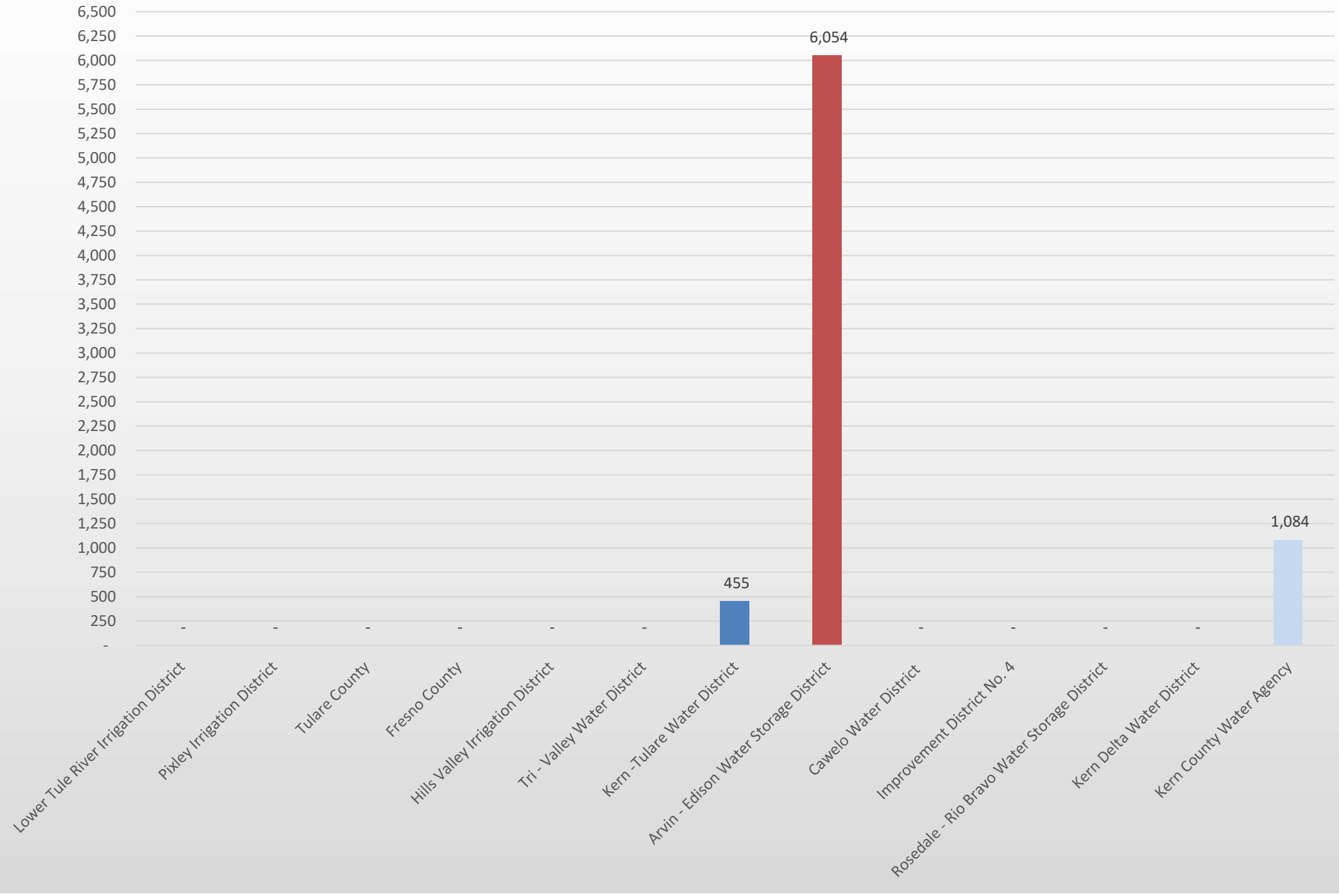
MAINTENANCE AND REPAIRS

- Refilled CVC Pool 4 after installation of the cofferdam;
- Finished installation of the new CVC pumping plant personal computers;
- Conducted golden mussel inspections throughout the CVC;
- Rebuilt two siphon breaker actuators;
- Tightened the packing on pump 2H (250 HP) at CVC Pumping Plant No. 2A;
- Removed the Pioneer Inlet stop logs to accept Kern River water deliveries;
- De-energized CVC Pumping Plant Nos. 2A, 3A and 4A and performed electrical preventative maintenance cleaning;
- Replaced the Supervisory Control and Data Acquisition (SCADA) screen at CVC Pumping Plant No. 6A;
- Replaced the air-conditioner filters at all CVC pumping plants;
- Performed mechanical cleaning of pumping plant forebays and walk decks using Gradall excavator;
- Assisted electrical staff with multiple motor control issues at various pumping plants;
- Continued to collect groundwater level measurements from CVC Pools 1-8 piezometers;
- Escorted SCADA contractor for multiple issues on the CVC;
- 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.

Attachment 2

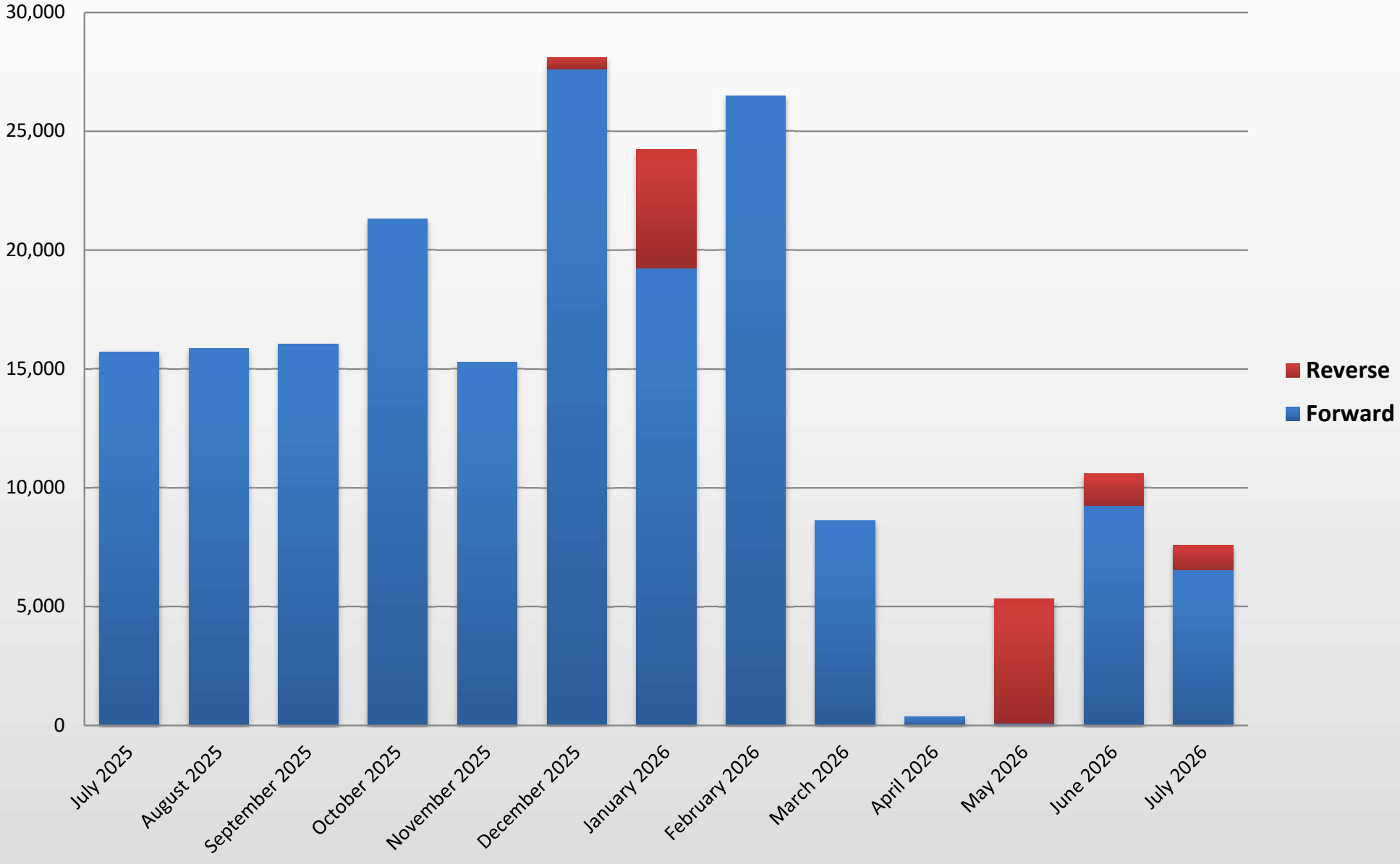
Cross Valley Canal
July 2026 Deliveries
Total Deliveries 7,593 af



Attachment 3

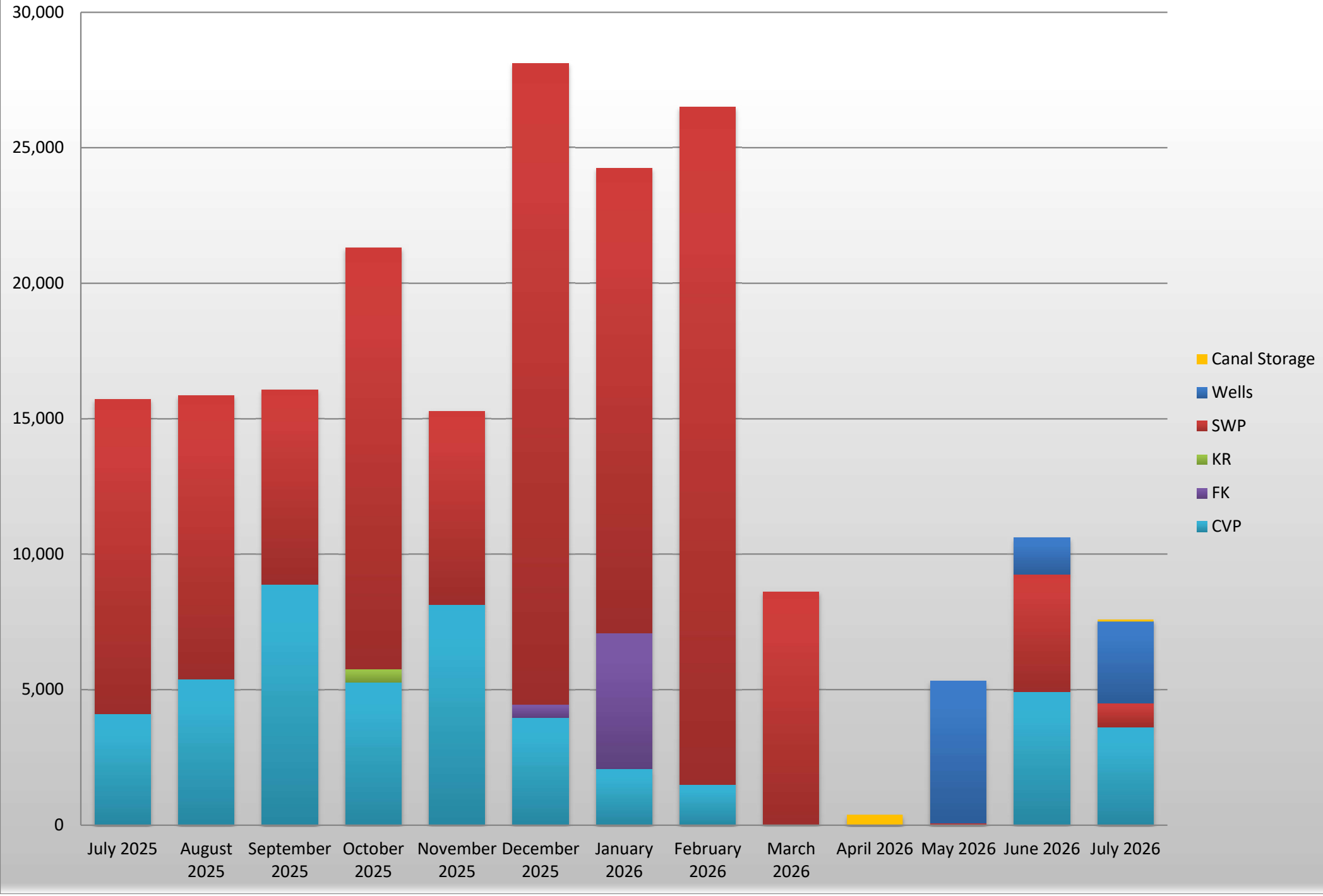
Cross Valley Canal

Twelve Month Delivery by Direction

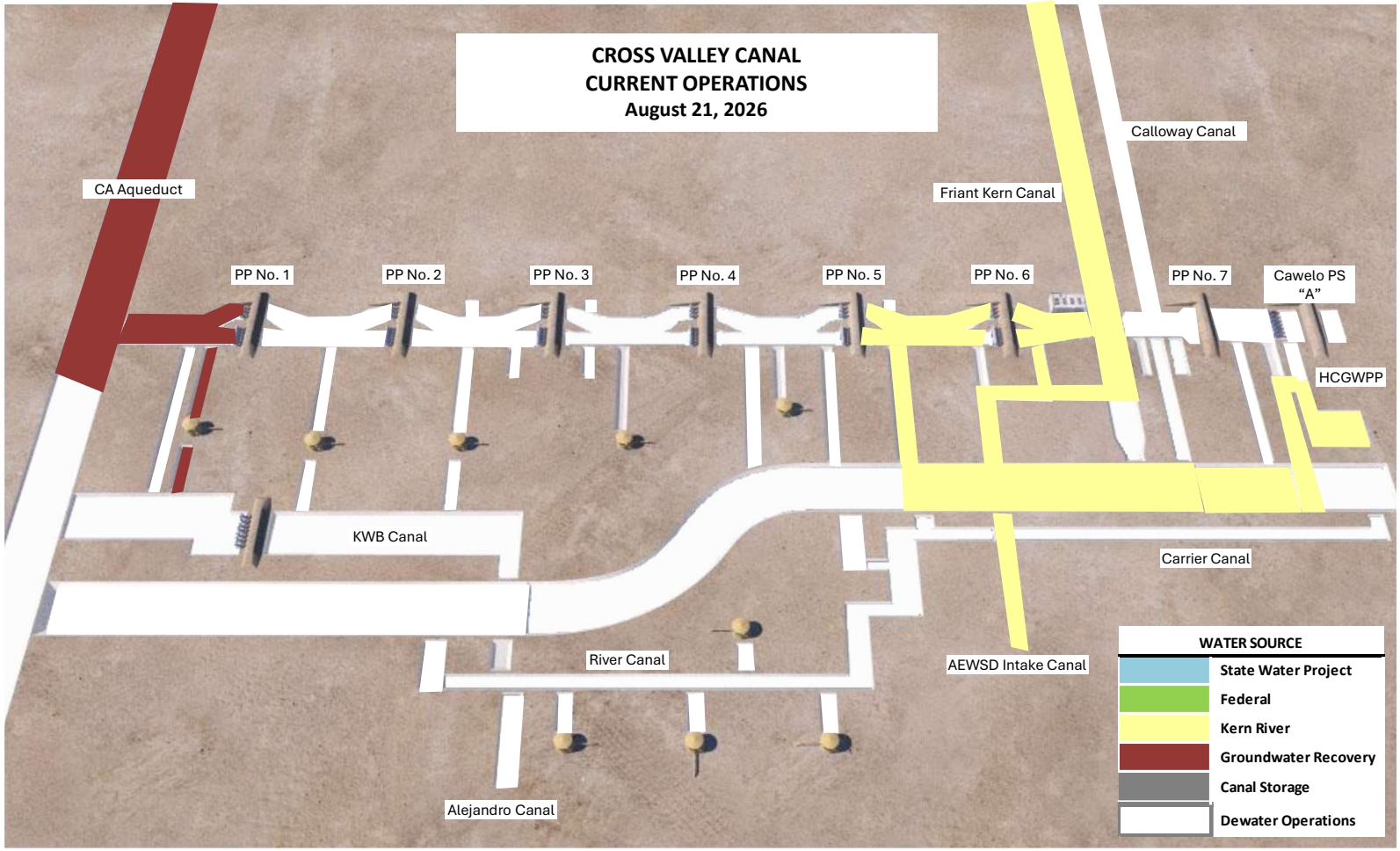


Attachment 3

Cross Valley Canal
Twelve Month Delivery by Source



Attachment 4



Cross Valley Canal

Pump and Flow Configuration

Last Updated on August 16, 2026

		'A' Pumping Plants										'B' Pumping Plants					
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**J**	**Total cfs**	**K**	**L**	**M**	**N**	**Total cfs**	**Total cfs**
Pumping Plant No. 1	Estimated Horsepower	100	250	565	565	565	565	250	100			800	800	800			
	Estimated Flow Rate (cfs)	31	70	180	180	180	180	70	31		**922**	167	167	167		**500**	**1,422**
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	31	70	31	**843**	167	167	167		**500**	**1,343**
Pumping Plant No. 4	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	10/1/26	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	167	167		**500**	**1,343**
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	185	185	90	**500**	**1,312**
Pumping Plant No. 7	Estimated Horsepower	100	250	250	250	250	100										
	Estimated Flow Rate (cfs)	31	70	70	70	70	31				**342**						**342**

Note: Return to service dates are subject to change.

Current spares:

- Bell/Bowl/Impeller sets: 100 hp (31cfs), 250 hp (70cfs) and 400 hp (140 cfs);
- Pump/Appurtenances: 600 hp (200 cfs), 700 hp (167 cfs) and 800 hp (167 cfs); and
- Motors: 100 hp, 200 hp, 250 hp, 350 hp, 400 hp, 600 hp, 700 hp and 800 hp.

Pump out for service

Motor out for service

MEMORANDUM

TO: Cross Valley Canal Committee
Agenda Item No. 4

FROM: Monica Tennant

DATE: August 27, 2026

SUBJECT: Authorization to Approve an Amendment to the 2026 Cross Valley Canal Operations and Maintenance Budget

Issue:
Consider approving an amendment to the 2026 Cross Valley Canal Operations and Maintenance Budget.

Recommended Motion:
Approve an amendment to the 2026 Cross Valley Canal Operations and Maintenance Budget in the amount of $10,000, as outlined in the August 27, 2026 staff memorandum to the Cross Valley Canal Committee, Agenda Item No. 4.

Discussion:
The 2026 Cross Valley Canal (CVC) Operations and Maintenance (O&M) Budget (Budget) includes $1,700,000 in Consulting Engineers, including $20,000 for the CVC Pool 7 invert survey. The budgeted amount was based on an estimate and quotes obtained to complete the project were higher than anticipated.

Agency staff recommend increasing the Consulting Engineers line item in the 2026 O&M Budget from $1,700,000 to $1,710,000 to cover the costs associated with completing the CVC Pool 7 invert survey.

Approval of the amendment to the 2026 O&M Budget authorizes the expenditure of an additional $10,000. This item was discussed and recommended by the CVC Advisory Committee at the August 26, 2026 meeting.

KERN COUNTY WATER AGENCY
CROSS VALLEY CANAL
BUDGETED AND ACTUAL OPERATING COSTS
CALENDAR YEARS 2022-2024 ACTUAL, 2025 YTD and APPROVED 2026

Description	2022 Approved Budget	2022 Actual Expenses	2023 Approved Budget	2023 Actual Expenses	2024 Approved Budget	2024 Actual Expenses	2025 Approved Budget	2025 Expenses @ 09/30/25	2025 Estimated Exp. @ 12/31/25	2026 Approved Budget	% Change 2026 / 2025
SALARIES AND BENEFITS	$2,353,000	$1,850,984	$2,353,000	$1,965,108	$2,353,000	$1,911,689	$2,353,000	$1,403,909	$2,203,842	$2,353,000	0.0%
MAINTENANCE	661,000	400,457	561,000	248,170	1,186,000	1,123,732	825,500	346,405	654,244	1,658,000	100.8%
OPERATING SUPPLIES	101,500	78,630	96,500	91,175	121,500	111,677	146,500	77,257	103,534	146,500	0.0%
OFFICE SUPPLIES	20,500	1,370	17,500	9,570	10,000	3,205	21,000	511	5,681	13,500	-35.7%
UTILITIES	36,500	33,288	38,000	30,812	38,000	51,749	38,000	28,413	38,000	47,600	25.3%
PROFESSIONAL SERVICES	1,583,000	465,599	1,374,000	347,754	1,360,000	407,250	1,925,000	100,025	196,182	2,607,500	35.5%
MEETINGS, TRAVEL & EDUCATION	10,000	48	10,000	389	12,500	2,273	8,500	122	2,183	8,500	0.0%
LICENSES & PERMITS	1,000	160	1,000	271	1,000	3,383	6,000	42	63	1,000	-83.3%
INSURANCE	128,700	75,940	144,300	109,682	169,700	126,505	171,700	81,054	124,848	171,700	0.0%
RENTS & LEASES	40,000	10,597	60,000	32,948	40,000	8,882	40,000	832	1,248	40,000	0.0%
ASSOC. & PROF. MEMBERSHIP FEES	14,200	9,636	15,000	10,381	15,000	9,187	15,000	11,056	15,000	15,000	0.0%
DIRECTORS FEES	6,000	4,146	6,000	3,404	6,000	7,031	6,000	702	1,053	6,000	0.0%
OUTSIDE SERVICES	10,000	3,650	10,000	10,088	16,000	14,434	12,500	8,569	12,854	15,500	24.0%
AGENCY OVERHEAD	653,500	505,268	502,700	548,106	507,300	583,871	607,100	354,144	607,100	607,100	0.0%
REPLACEMENT FUND COLLECTION	34,450	0	0	0	0	0	30,200	0	0	0	0.0%
TRANSFER FROM RESERVES	0	0	0	0	0	0	0	0	0	0	0.0%
OPERATING CAPITAL OUTLAY	3,505,000	272,669	4,383,000	1,282,677	3,325,000	2,170,622	651,100	191,688	255,584	395,000	-39.3%
TOTAL CVC OPERATIONS	$9,158,350	$3,712,442	$9,572,000	$4,690,535	$9,161,000	$6,535,490	$6,857,100	$2,604,728	$4,221,415	$8,085,900	17.9%

KERN COUNTY WATER AGENCY
CROSS VALLEY CANAL
BUDGETED AND ACTUAL OPERATING COSTS
CALENDAR YEARS 2022-2024 ACTUAL, 2025 YTD and APPROVED 2026

Account Number	Description		2022 Approved Budget	2022 Actual Expenses	2023 Approved Budget	2023 Actual Expenses	2024 Approved Budget	2024 Actual Expenses	2025 Approved Budget	2025 Expenses @ 09/30/25	2025 Estimated Exp. @ 12/31/25	% of 2025 Estimated / Approved	2026 Approved Budget	% Change 2026 / 2025
EMPLOYEE SALARIES									A		B	B / A	C	C / A
5000	Regular Salaries		1,100,000	950,639	1,100,000	1,028,910	1,100,000	903,039	**1,100,000**	**742,431**	**989,907**	**-10.0%**	**1,100,000**	**0.0%**
5001	Overtime		100,000	69,371	100,000	113,125	100,000	78,317	**100,000**	**45,701**	**60,935**	**-39.1%**	**100,000**	**0.0%**
	TOTAL SALARIES		1,200,000	1,020,009	1,200,000	1,142,035	1,200,000	981,356	**1,200,000**	**788,131**	**1,050,842**	**-12.4%**	**1,200,000**	**0.0%**
EMPLOYEE BENEFITS														
5020	Retirement		626,000	457,952	626,000	446,852	626,000	468,648	**626,000**	**299,520**	**626,000**	**0.0%**	**626,000**	**0.0%**
5010	Social Security		93,000	68,379	93,000	73,418	93,000	79,229	**93,000**	**54,396**	**93,000**	**0.0%**	**93,000**	**0.0%**
5021,23	Health & Dental Insurance		407,000	289,781	407,000	285,991	407,000	371,702	**407,000**	**253,024**	**407,000**	**0.0%**	**407,000**	**0.0%**
5022,24	Life Insurance and Vision Care		12,500	7,713	12,500	8,343	12,500	5,294	**12,500**	**4,768**	**12,500**	**0.0%**	**12,500**	**0.0%**
5012	Unemployment Insurance		0	0	0	0	0	0	**0**	**0**	**0**	**0.0%**	**0**	**0.0%**
5025	LTD Insurance		14,500	7,150	14,500	8,469	14,500	5,460	**14,500**	**4,069**	**14,500**	**0.0%**	**14,500**	**0.0%**
	TOTAL EMPLOYEE BENEFITS		1,153,000	830,974	1,153,000	823,073	1,153,000	930,333	**1,153,000**	**615,777**	**1,153,000**	**0.0%**	**1,153,000**	**0.0%**
	TOTAL SALARIES AND BENEFITS		2,353,000	1,850,984	2,353,000	1,965,108	2,353,000	1,911,689	**2,353,000**	**1,403,909**	**2,203,842**	**-6.3%**	**2,353,000**	**0.0%**
MAINTENANCE														
5400	Structures & Improvements *	[1]	100,000	198,408	100,000	32,404	700,000	793,368	**442,500**	**190,000**	**442,500**	**0.0%**	**1,295,000**	**192.7%**
5401	Mobile Equipment *	[2]	50,000	22,577	50,000	45,730	65,000	32,383	**65,000**	**19,129**	**25,506**	**-60.8%**	**40,000**	**-38.5%**
5402	Electronic Equipment *	[3]	30,000	16,568	30,000	29,862	40,000	8,296	**30,000**	**4,000**	**5,333**	**-82.2%**	**30,000**	**0.0%**
5403	Pumps & Motors *	[4]	425,000	139,962	325,000	116,864	325,000	245,285	**250,000**	**111,449**	**148,599**	**-40.6%**	**250,000**	**0.0%**
5404	Chemicals & Weed Control *		50,000	17,352	50,000	20,240	50,000	38,762	**30,000**	**19,729**	**26,306**	**-12.3%**	**35,000**	**16.7%**
5408	Office Equip. & Furnishings		1,000	0	1,000	0	1,000	0	**3,000**	**0**	**1,000**	**-66.7%**	**3,000**	**0.0%**
5409	Other Maintenance		5,000	5,591	5,000	3,070	5,000	5,638	**5,000**	**2,097**	**5,000**	**0.0%**	**5,000**	**0.0%**
	TOTAL MAINTENANCE		661,000	400,457	561,000	248,170	1,186,000	1,123,732	**825,500**	**346,405**	**654,244**	**-20.7%**	**1,658,000**	**100.8%**
OPERATING SUPPLIES														
5260	Fuel and Oil - Vehicles		60,000	54,603	60,000	65,337	60,000	74,099	**65,000**	**33,257**	**44,342**	**-31.8%**	**65,000**	**0.0%**
5299	Other Operating Supplies		10,000	1,974	10,000	0	10,000	20,921	**5,000**	**2,868**	**4,302**	**-14.0%**	**5,000**	**0.0%**
5410	Janitorial Supplies		1,500	1,346	1,500	0	1,500	0	**1,500**	**70**	**140**	**-90.7%**	**1,500**	**0.0%**
5589	Safety Equipment *	[5]	30,000	20,707	25,000	25,838	50,000	16,657	**75,000**	**41,062**	**54,749**	**-27.0%**	**75,000**	**0.0%**
	TOTAL OPERATING SUPPLIES		101,500	78,630	96,500	91,175	121,500	111,677	**146,500**	**77,257**	**103,534**	**-29.3%**	**146,500**	**0.0%**
OFFICE SUPPLIES														
5500	General Office Supplies		4,000	185	4,000	93	1,000	70	**1,000**	**27**	**36**	**-96.4%**	**500**	**-50.0%**
5501	Printing & Reproductions		5,000	37	5,000	3,076	1,000	249	**1,000**	**24**	**32**	**-96.8%**	**500**	**-50.0%**
5502	Computer Supplies/Subscriptions *	[6]	11,500	1,147	8,500	6,401	8,000	2,886	**19,000**	**460**	**5,613**	**-70.5%**	**12,500**	**-34.2%**
	TOTAL OFFICE SUPPLIES		20,500	1,370	17,500	9,570	10,000	3,205	**21,000**	**511**	**5,681**	**-72.9%**	**13,500**	**-35.7%**
UTILITIES														
5570	Telephone		16,500	15,325	18,000	11,588	18,000	25,916	**18,000**	**15,932**	**18,000**	**0.0%**	**27,600**	**53.3%**
5571	Gas, Electricity, Water & Garbage		20,000	17,963	20,000	19,224	20,000	25,833	**20,000**	**12,481**	**20,000**	**0.0%**	**20,000**	**0.0%**
	TOTAL UTILITIES		36,500	33,288	38,000	30,812	38,000	51,749	**38,000**	**28,413**	**38,000**	**0.0%**	**47,600**	**25.3%**

[1] Proposed costs consist of various anticipated and unanticipated structural repairs and improvements. Additional proposed costs include two actuator replacements, two air conditioning unit replacements, gravel for 6-miles of levee roads, replacement of a motor storage unit at the CVC O&M center, gate replacement install for River Turnout No. 1 and CVC Pool 1 liner repairs.
[2] Proposed costs include maintenance costs on all vehicles and equipment.
[3] Proposed costs include maintenance costs for electrical equipment in motor control centers, canal and canal structures, SCADA components and CVC O&M Center.
[4] Proposed costs include repair or replacement of shafts, bushings and/or coating, as needed.
[5] Proposed costs include purchase of new safety equipment, including, but not limited to, signage, railing, lighting, safety upgrades and a replacement surveillance system.
[6] Proposed costs include replacement costs for computers, upgrade costs for software and Windows 10 LTSC software.

* Approval of the 2026 O&M Budget authorizes expenditure, subject to statutory and regulatory restrictions, as outlined in the 2026 CVC Operation and Maintenance Budget Preliminary Expenditure summary.

KERN COUNTY WATER AGENCY
CROSS VALLEY CANAL
BUDGETED AND ACTUAL OPERATING COSTS
CALENDAR YEARS 2022-2024 ACTUAL, 2025 YTD and APPROVED 2026

Account Number	Description		2022 Approved Budget	2022 Actual Expenses	2023 Approved Budget	2023 Actual Expenses	2024 Approved Budget	2024 Actual Expenses	2025 Approved Budget	2025 Expenses @ 09/30/25	2025 Estimated Exp. @ 12/31/25	% of 2025 Estimated / Approved	2026 Approved Budget	% Change 2026 / 2025
PROFESSIONAL SERVICES									A		B	B / A	C	C / A
5601	Legal Services		40,000	7,049	20,000	160	40,000	30,644	**40,000**	**23,374**	**35,061**	**-12.3%**	**40,000**	**0.0%**
5602	Consulting Engineers *	[7]	1,073,000	375,314	986,000	250,246	910,000	262,651	**1,640,000**	**35,086**	**52,629**	**-96.8%**	**1,710,000**	**4.3%**
5604	Special Consultants *	[8]	470,000	83,236	368,000	97,348	410,000	113,955	**245,000**	**41,565**	**108,492**	**-55.7%**	**857,500**	**250.0%**
	TOTAL PROFESSIONAL SERVICES		1,583,000	465,599	1,374,000	347,754	1,360,000	407,250	**1,925,000**	**100,025**	**196,182**	**-89.8%**	**2,607,500**	**35.5%**
BUSINESS MEETINGS & TRAVEL EXPENSE														
5591	Business Meetings/Travel		5,000	48	5,000	389	5,000	2,273	**1,000**	**122**	**183**	**-81.7%**	**1,000**	**0.0%**
5592	Educational Expense	[9]	5,000	0	5,000	0	7,500	0	**7,500**	**0**	**2,000**	**-73.3%**	**7,500**	**0.0%**
	TOTAL MEETINGS & TRAVEL EXPENSE		10,000	48	10,000	389	12,500	2,273	**8,500**	**122**	**2,183**	**-74.3%**	**8,500**	**0.0%**
LICENSES & PERMITS														
5950	Licenses & Permits		1,000	160	1,000	271	1,000	3,383	**6,000**	**42**	**63**	**-99.0%**	**1,000**	**-83.3%**
	TOTAL LICENSES & PERMITS		1,000	160	1,000	271	1,000	3,383	**6,000**	**42**	**63**	**-99.0%**	**1,000**	**-83.3%**
INSURANCE														
5582	Property Insurance		42,000	47,862	57,600	62,423	83,000	76,354	**83,000**	**64,069**	**64,069**	**-22.8%**	**83,000**	**0.0%**
5584	Other Insurance Premiums		0		0	0	0	1,346	**2,000**	**0**	**2,000**		**2,000**	
5011	Workers Compensation Insurance		51,000	7,226	51,000	23,328	51,000	24,972	**51,000**	**15,386**	**23,079**	**-54.7%**	**51,000**	**0.0%**
5581	Liability Insurance (JPIA)		35,700	20,851	35,700	23,931	35,700	23,833	**35,700**	**1,599**	**35,700**	**0.0%**	**35,700**	**0.0%**
	TOTAL INSURANCE		128,700	75,940	144,300	109,682	169,700	126,505	**171,700**	**81,054**	**124,848**	**-27.3%**	**171,700**	**0.0%**
RENTS & LEASES														
5290	Equipment		40,000	10,597	60,000	32,948	40,000	8,882	**40,000**	**832**	**1,248**	**-96.9%**	**40,000**	**0.0%**
	TOTAL RENTS & LEASES		40,000	10,597	60,000	32,948	40,000	8,882	**40,000**	**832**	**1,248**	**-96.9%**	**40,000**	**0.0%**
ASSOC. & PROF. MEMBERSHIP FEES														
5550	Assoc. Fees *	[10]	14,200	9,636	15,000	10,381	15,000	9,187	**15,000**	**11,056**	**15,000**	**0.0%**	**15,000**	**0.0%**
	TOTAL ASSOC. FEES		14,200	9,636	15,000	10,381	15,000	9,187	**15,000**	**11,056**	**15,000**	**0.0%**	**15,000**	**0.0%**
DIRECTORS FEES														
5590	Directors Fees		6,000	4,146	6,000	3,404	6,000	7,031	**6,000**	**702**	**1,053**	**-82.5%**	**6,000**	**0.0%**
	TOTAL DIRECTORS FEES		6,000	4,146	6,000	3,404	6,000	7,031	**6,000**	**702**	**1,053**	**-82.5%**	**6,000**	**0.0%**
OUTSIDE SERVICES														
5510	Laundry & Uniforms		10,000	1,346	10,000	10,088	10,000	13,018	**10,000**	**7,861**	**11,792**	**17.9%**	**13,000**	**30.0%**
5960	Security		0	2,304	0		6,000	1,416	**2,500**	**708**	**1,062**	**0.0%**	**2,500**	**100.0%**
	TOTAL OUTSIDE SERVICES		10,000	3,650	10,000	10,088	16,000	14,434	**12,500**	**8,569**	**12,854**	**2.8%**	**15,500**	**24.0%**
AGENCY OVERHEAD														
5599	KCWA Overhead Allocation	[11]	653,500	505,268	502,700	548,106	507,300	583,871	**607,100**	**354,144**	**607,100**	**0.0%**	**607,100**	**0.0%**
	TOTAL OVERHEAD EXPENSE		653,500	505,268	502,700	548,106	507,300	583,871	**607,100**	**354,144**	**607,100**	**0.0%**	**607,100**	**0.0%**
REPLACEMENT FUND COLLECTIONS														
	CVC Replacement fund collections	[12]	34,450	0	0	0	0	0	**30,200**	**0**	**0**	**0.0%**	**0**	**0.0%**
	TOTAL REPLACEMENT FUND		34,450	0	0	0	0	0	**30,200**	**0**	**0**	**0.0%**	**0**	**0.0%**
TRANSFER FROM RESERVES														
	Maintenance Fund Reserve Transfer		0	0	0	0	0	0	**0**	**0**	**0**	**0.0%**	**0**	**0.0%**
	TOTAL TRANSFER FROM RESERVES		0	0	0	0	0	0	**0**	**0**	**0**	**0.0%**	**0**	**0.0%**
OPERATING CAPITAL EXPENDITURES														
5720	Structures & Improvements	[13]	3,270,000	245,416	3,518,000	946,444	2,690,000	2,015,377	**130,000**	**80,000**	**80,000**	**-38.5%**	**75,000**	**-42.3%**
5730	Mobile Equipment *	[14]	105,000	0	435,000	332,470	335,000	155,245	**141,100**	**111,235**	**141,100**	**0.0%**	**210,000**	**48.8%**
5740	Electrical & Mechanical Equipment *	[15]	130,000	27,253	430,000	3,763	300,000	0	**380,000**	**453**	**180,680**	**-52.5%**	**110,000**	**-71.1%**
	TOTAL CAPITAL EXPENDITURES		3,505,000	272,669	4,383,000	1,282,677	3,325,000	2,170,622	**651,100**	**191,688**	**255,584**	**-60.7%**	**395,000**	**-39.3%**
TOTAL CROSS VALLEY CANAL OPERATIONS			$9,158,350	$3,712,442	$9,572,000	$4,690,535	$9,161,000	$6,535,490	**$6,857,100**	**$2,604,728**	**$4,221,415**	**-657.0%**	**$8,085,900**	**17.9%**

[7] Proposed costs include a comprehensive assessment of the CVC, A-Plant electrical evaluation, CVC metering study, CVC Pool 1 liner study, Hageman Flyover Utility Conflict Relocation Project design, CVC meter implementation, SCADA system upgrades, miscellaneous consulting engineering, CVC Pool 7 invert survey, CVC Pools 5-8 level circuit survey, electrical engineering services and a pump consultant.

[8] Proposed costs include bridge inspections, CVC O&M Center modifications, biological services, CVC flow meter testing, CVC roof maintenance and inspection, database consulting, safety/emergency response planning consulting services, SCADA consulting services, miscellaneous consulting services, standby emergency electrical services and golden mussel vulnerability assessment and recommendation.

[9] Miscellaneous educational expenses and up to five staff members to attend pump and/or flow measurement courses at Cal Poly Irrigation Training and Research Center.

[10] Proposed costs include estimated Agricultural Energy Consumers Association dues, as well as the CVC's proportionate share of the Agency's dues for the American Concrete Institute, American Society of Testing and Materials, Association of California Water Agencies, International Society of Automation, Kern County Local Agency Formation Commission, National Association of Corrosion Engineers International and the Underground Service Alert.

[11] Proposed costs are utilizing Agency's FY 2025-26 Overhead Allocation for budgeted amount of $607,100. The 2024-25 FY Budget amount was $607,100.

[12] CVC Replacement Fund collected $75,000 in 2005, $100,000 from 2006-2008, $20,000 in 2009, $40,000 from 2011-2021. The fund decreased by $375,199.91 with the Gradall purchase in 2010 and no additional funds were collected that year. In 2022, $40,000 was refunded to the Participants. CVC Maintenance Fund, which began with the 2012 CVC O&M Budget, collected $300,000 from 2012-2014, $200,000 in 2017, $50,000 in 2021 and $34,450 in 2022. In 2022, $50,000 was refunded to the Participants. CVC Replacement Fund and CVC Maintenance Fund are now combined into one replacement fund for maintenance, capital purchases and CVC power costs. The current fund total is $1,000,000.

[13] Proposed costs include anticipated and unanticipated repairs and improvements to the CVC and CVC structures as well as replacement capacitors.

[14] Proposed costs include the purchase of one new work truck and a tractor with attachments.

[15] Proposed costs include the River Turnout No. 1 gate replacement and miscellaneous electrical and mechanical equipment.

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KERN COUNTY WATER AGENCY
CROSS VALLEY CANAL
Approved 2026 Operations and Maintenance Budget
Allocation to CVC Participants Utilizing CVC Integrated Canal Capacities

C.V.C.PARTICIPANTS	Integrated Canal Capacity (%) Percentages	2026 Integrated Canal Est. Annual Budget O&M Costs	Less 2025 O&M Budget Total Rollover Costs [1]	Less Golden Mussels Supp'l Collection Costs [2]	Less CVC Pool 7 Invert Survey Costs [3]	2026 Integrated Canal Est. Collected Annual O&M Costs	2026 Integrated Canal First-Fourth Quarter O&M Costs	Extension Capacity (%) Percentages	2026 Extension Estimated Annual Budget O&M Costs	Less 2025 O&M Budget Total Rollover Costs [1]	Less Golden Mussels Supp'l Collection Costs [2]	Less CVC Pool 7 Invert Survey Costs [3]	2026 Integrated Canal Est. Collected Annual O&M Costs	2026 Extension First-Fourth Quarter O&M Costs
FRESNO-TULARE GROUP														
Lower-Tule River I.D.	7.91%	$ 537,260	$ 73,088	$ 33,222	$ 664	$ 430,286	$ 107,571	0.00%	$ -	$ -	$ -	$ -	$ -	$ -
Pixley I.D.	7.91%	537,260	73,088	33,222	664	430,286	107,571	0.00%	-	-	-	-	-	-
County of Tulare	0.76%	51,620	7,023	3,192	64	41,341	10,336	0.00%	-	-	-	-	-	-
County of Fresno	0.76%	51,620	7,023	3,192	64	41,341	10,336	0.00%	-	-	-	-	-	-
Hills Valley I.D.	0.55%	37,357	5,082	2,310	46	29,919	7,480	0.00%	-	-	-	-	-	-
Tri-Valley W.D.	0.25%	16,981	2,310	1,050	21	13,600	3,400	0.00%	-	-	-	-	-	-
Sub-Total F-T Group	18.14%	1,232,098	167,614	76,188	1,523	986,773	246,694	0.00%	-	-	-	-	-	-
ARVIN-EDISON W.S.D.	0.93%	63,167	8,593	3,906	78	50,590	12,647	0.00%	-	-	-	-	-	-
KERN-TULARE W.D.	13.99%	950,223	129,268	58,758	1,175	761,022	190,255	0.00%	-	-	-	-	-	-
CAWELO W.D.	12.26%	832,718	113,282	51,492	1,030	666,914	166,728	50.66%	655,411	89,162	40,528	811	524,911	131,228
IMPROVEMENT DISTR.No.4	12.81%	870,075	118,364	53,802	1,076	696,833	174,208	49.34%	638,333	86,838	39,472	789	511,233	127,808
ROSEDALE-RIO BRAVO WSD	5.07%	344,362	46,847	21,294	426	275,795	68,949	0.00%	-	-	-	-	-	-
Sub-Total Existing Participants	63.20%	4,292,643	583,968	265,440	5,308	3,437,927	859,481	100.00%	1,293,744	176,000	80,000	1,600	1,036,144	259,036
KERN COUNTY WATER AGENCY	14.72%	999,805	136,013	61,824	1,237	800,731	200,183	0.00%	-	-	-	-	-	-
KERN DELTA	14.72%	999,805	136,013	61,824	1,237	800,731	200,183	0.00%	-	-	-	-	-	-
ARVIN-EDISON W.S.D.	7.36%	499,903	68,006	30,912	618	400,367	100,092	0.00%	-	-	-	-	-	-
TOTAL	100.00%	$ 6,792,156	$ 924,000	$ 420,000	$ 8,400	$ 5,439,756	$ 1,359,939	100.00%	$ 1,293,744	$ 176,000	$ 80,000	$ 1,600	$ 1,036,144	$ 259,036

[1] $1,100,000 in funds collected in the 2025 CVC O&M Budget for the metering study, Pool 1 liner repair, Pool 1 liner study, Hageman Flyover Utility Conflict Relocation Project design, SCADA system upgrades and the CVC flow meter testing will be rolled over into the 2026 CVC O&M Budget and not refunded.
[2] 2026 O&M Budget collection excludes $500,000 for golden mussel mitigation collected in a separate supplemental billing. Invoices for the initial $250,000 were issued on April 29, 2026. Future collection is estimated for Fall 2026.
[3] 2026 O&M Budget collection excludes $10,000 in additional CVC Pool 7 invert survey costs. The budget was amended to include an additional $10,000 in Consulting Engineers line to complete the CVC Pool 7 invert survey.

2026 CVC Operations and Maintenance Budget
Approved Amended Expenditures

			2026 Approved Amended Budget
5400	**Structures and Improvements**		
	Routine		
	Actuator Replacements *	$	30,000
	Air Conditioner Replacements *		200,000
	Motor Storage Unit *		25,000
	Structures and Improvements *		250,000
	Projects		
	CVC Pool 1 Liner Repair *	$	50,000
	Levee Road Repairs *		400,000
	River Turnout No. 1 Gate Installation *		40,000
	Shutdown Projects		
	CVC Liner Repair * [1]	$	200,000
	Sediment Removal and Disposal * [2]		100,000
	Total	$	1,295,000
5401	**Mobile Equipment ***	$	40,000
5402	**Electronic Equipment ***	$	30,000
5403	**Pumps and Motors ***	$	250,000
5404	**Chemical and Weed Control ***	$	35,000
5589	**Safety Equipment ***	$	75,000
5502	**Computer Supplies ***	$	12,500
5550	**Association and Professional Membership Fees ***	$	15,000
5602	**Consulting Engineers**		
	CVC Hydraulic Improvement Projects		
	Comprehensive CVC Assessment *	$	200,000
	Projects		
	A-Plant Electrical Evaluation *	$	200,000
	CVC Metering Study *		75,000
	CVC Pool 1 Liner Study *		50,000
	Hageman Flyover Utility Conflict Relocation Project Design *		5,000
	CVC Meter Implementation * [3]		25,000
	SCADA System Upgrades [4]		900,000
	Routine		
	Consulting Engineers - Miscellaneous *	$	50,000

[1] Project costs include replacement of up to ten panels at $20,000 each.
[2] Project costs include sediment removal and disposal for up to two pools.
[3] Design and implementation pending results of metering study.
[4] Project costs include design and implementation.

* Approval of the 2026 O&M Budget authorizes expenditure, subject to statutory and regulatory restrictions.

2026 CVC Operations and Maintenance Budget
Approved Amended Expenditures

		2026 Approved Amended Budget
5602	**Consulting Engineers**	
	CVC Pool 7 Invert Survey * [5]	$ 30,000
	CVC Pools 5-8 Level Circuit Survey *	125,000
	Electrical Engineering Services *	25,000
	Pump Consultant *	25,000
	Total	$ 1,710,000
5604	**Special Consultants**	
	Projects	
	Bridge Inspections *	$ 80,000
	CVC Operations and Maintenance Center Modifications *	100,000
	CVC Golden Mussels Vulnerability Assessment and Treatment *	500,000
	Routine	
	Biological Services *	$ 7,500
	CVC Flow Meter Testing *	20,000
	CVC Meter Calibration [3]	-
	CVC Roof Maintenance and Inspection *	30,000
	Database Consultant *	10,000
	Safety/Emergency Response Planning *	10,000
	SCADA Consultant Services *	60,000
	Special Consultants - Miscellaneous *	20,000
	Standby Emergency Electrical Services Contract *	20,000
	Total	$ 857,500
5720	**Structures and Improvements**	
	Projects	
	Capacitor Replacements *	$ 25,000
	Routine	
	CVC Miscellaneous *	$ 50,000
	Total	$ 75,000
5730	**Mobile Equipment**	
	Vehicles - Up to 1 *	$ 60,000
	Tractor *	150,000
	Total	$ 210,000
5740	**Electrical & Mechanical Equipment**	
	Projects	
	River Turnout No. 1 Gate Replacement *	$ 60,000
	Routine	
	CVC Electrical and Mechanical Equipment *	$ 50,000
	Pool 6 Meter Installation [3]	-
	Total	$ 110,000

[3] Design and implementation pending results of metering study.

[4] Project costs include design and implementation.

[5] Project costs to be paid for by the CVC Extension Participants.

* Approval of the 2026 O&M Budget authorizes expenditure, subject to statutory and regulatory restrictions.

Improvement District No. 4 Committee

MEMORANDUM

TO: Improvement District No. 4 Committee
Agenda Item No. 4

FROM: Wes Shryock

DATE: August 27, 2026

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 August 11, 2026, 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, August 11, 2026, 3:15 PM
Kern Water Bank Authority Conference Room[1]
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 (KWBA) Joint Exercise of Powers Agreement.

AGENDA

1. **Roll Call**

2. **Approval of Minutes**
   The Board will consider approval of minutes of the July 14, 2026, Regular Board of Directors' Meeting and the July 20 and 23, 2026 Special Board of Directors' Meetings.

3. **Treasurer's Report**
   The Board will consider approval of the July 2026 Treasurer's Report.

4. **Authorization to Pay Expenses of Authority**
   The Board will consider approval of payment of the July 2026 accounts payable.

5. **Consider Rescheduling the November 2026 Regular Board Meeting**
   Resolution Required

6. **Reports/Other Action Items**
   A) Staff Report
      Review and possibly act on items discussed in previously submitted Staff Report, staff recommendations, and other items regarding:

      (1) Water Bank Operations
      (2) 3rd Party Facilities on Kern Water Bank
      (3) Adjacent Properties
      (4) KWBA HCP/NCCP and Land Management
      (5) Capital Improvements/Replacements/Maintenance and Funding
      (6) Data Collection and Automation

   B) Directors, Counsel and Committee Reports
      The Board of Directors will hear and possibly act on reports and recommendations:

      (1) Kern Fan Monitoring Committee

7. **Old Business**
   This portion of the meeting is set aside for the discussion of matters which have been addressed at previous Board meetings.

[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.

8. 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.

9. 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.

10. Closed Session

A) Conference with Legal Counsel – Pending Litigation (Gov. Code, § 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, § 54956.9(d)(4). Two potential litigations.

C) Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d)(2). Two potential litigations.

D) Conference with Real Property Negotiator – Gov. Code, § 54956.8.

KWBA Representative: General Manager
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and Kern County Water Agency
Property: CVC N2 Siphon Repair and Replacement

E) Conference with Real Property Negotiator – Gov. Code, § 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 Land - Kern Fan Groundwater Storage Project Conveyance

11. Reconvene and Report from Closed Session (Gov. Code, § 54957.1)

12. Adjourn

KERN WATER BANK AUTHORITY

MEMORANDUM

To: KWBA Board of Directors; Steve Torigiani

From: KWBA Staff

Date: August 11, 2026

Subject: Monthly Status Report

CALENDAR

The next KWBA 2026 Regular Board of Directors' Meeting is scheduled for Tuesday, September 8, 2026 (3:15 P.M.).

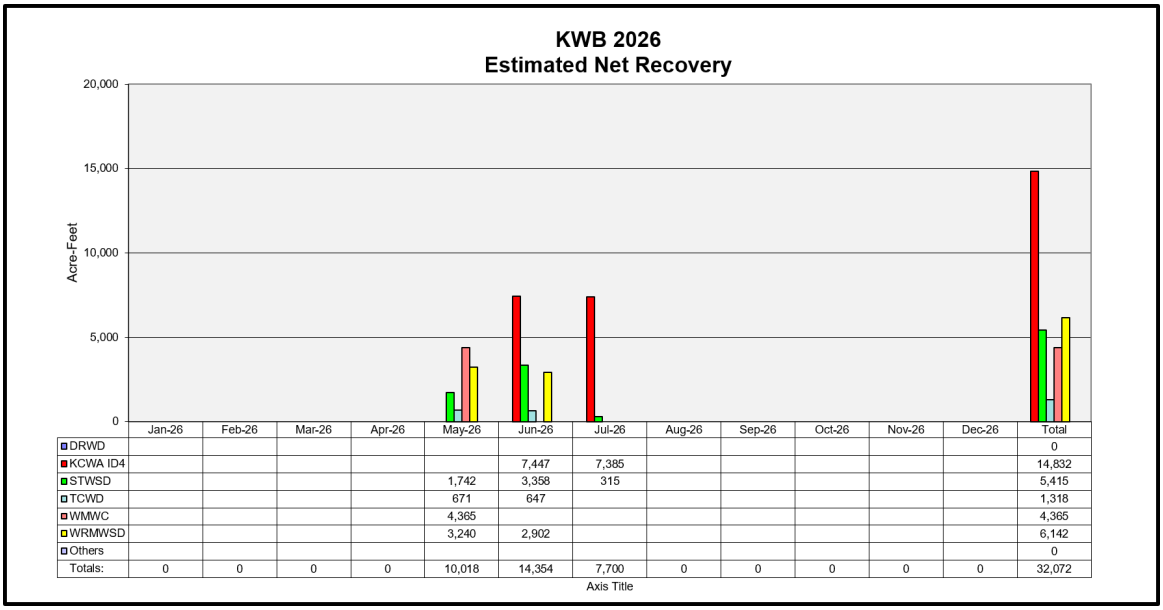
OPERATIONS

Recharge

There are currently no recharge activities.

Recovery

Recovery operations for KWB Participants ceased on July 17, 2026, and BVWSD ceased Kern River deliveries via the KWB canal to the California Aqueduct on July 20, 2026.



	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Total
DRWD													0
KCWA ID4						7,447	7,385						14,832
STWSD					1,742	3,358	315						5,415
TCWD					671	647							1,318
WMWC					4,365								4,365
WRMWSD					3,240	2,902							6,142
Others													0
Totals:	0	0	0	0	10,018	14,354	7,700	0	0	0	0	0	32,072

FACILITIES

Facilities Maintenance

Routine maintenance continues on roads, water delivery structures, wells, pumping stations, and canals.

Vegetation Management and Grazing

Spraying, tumbleweed removal, mowing along fence lines, structures, and around wells continues. Grazing is occurring throughout all areas of the KWB.

Golden Mussels

KWBA staff are participating in the Kern County golden mussel task force. KWBA staff continue to look for signs of golden mussels at the KWB pump stations and pipelines, but so far none have been found.

THIRD PARTIES

SoCalGas is expected to work on emergency pipeline repairs in the Conservation Bank Area.

ENVIRONMENTAL – GENERAL AND HCP ISSUES

Conservation Bank

CalTrans has purchased 4 credits. The Bakersfield Gateway Project is expected to purchase 10 credits in the near future. SoCalGas pipeline repairs in the Conservation Bank Area will require mitigation and PG&E has inquired about the purchase of mitigation credits.

CAPITAL IMPROVEMENTS/REPAIR AND REPLACEMENT

Capitalized Maintenance Program

Construction of replacement turnouts is currently in progress in the SP Ponds.

Replacement Wells

Well 30S25E-18C01 is being replaced with Well 30S25E-18C02. A well permit has been issued along with the old well abandonment permit. Bakersfield Well and Pump (BWP) has completed drilling, casing, gravel packing, swabbing and development. BWP will proceed with underground electrical plumbing and well pad foundation construction. Well 30S25E-16P01 is being replaced with well 30S25E-16P02. Gillex has completed well pad construction. BWP has completed drilling, casing, gravel packing, swabbing, and well development. BWP will proceed with underground electrical plumbing and well pad foundation construction after Well 18C02 is completed.

Well Rehabilitation and Repairs

There are no current well rehabilitation activities.

Basin 11

The Basin 11 Project upgrades are complete, and KWBA staff is waiting on some final invoices so that they can bill the Pioneer Project participants for their 15% of the direct costs.

Strand Siphon Replacement and Joint Use of Facilities Agreements

As previously reported, the joint use of facilities agreement with IRWD and RRWSD has been executed and recorded, and the encroachment permit agreement with the same parties has been fully executed. Pre-fab turnouts and discharge pipes are on site, gates will be fabricated next, and, once they are delivered to KWBA staff, KWBA will start construction.

Enos Lane Culvert

The KWBA has received approval and a permit from Caltrans for the culvert construction. Richard Meyer, NCI, and KWBA staff had a meeting on May 6, 2026 to discuss a solution to an existing 6" gas line that is on Caltrans' right-of-way that impacts the new culvert pipe location. After further investigation, the culvert pipe can be moved to the south side of the structure. Meyer has prepared revised plans to relocate the culvert pipe and to extend the P11 Canal a short distance. The revised plans are under review by Caltrans. On August 4, 2026, KWB filed for a permit extension from Caltrans to proceed with culvert pipe construction once revised plans are approved.

Nord Turnout

At the Nord Turnout construction site on Jul 14th there was a catastrophic failure of the cofferdam and the CVC liner that resulted in significant damage to the CVC as well as a disruption of the CVC water deliveries. Discussions relating to the failure and completion of the turnout are ongoing between the KCWA, KWBA, and Pioneer Participants.

ADMINISTRATIVE

Power Update

The KWBA NEM2 application must be submitted to the PG&E CAISO cluster study by October 2026. TotalEnergies is assisting with that process.

Data Management Progress

VH Automation is continuing installation of control panels and is progressing at a rate of about two wells per week. Communications Enterprises Inc. (CEI) has completed installation of the communications backbone and is installing communication equipment at individual well sites. To date, approximately seventy two (72) of the well sites have been completed and are communicating with the SCADA system. During the recent recovery operations, staff analyzed incoming data for QA/QC purposes.

2027 Budget

Staff are currently working on the 2027 general and administrative (GA) and capital expenditures budgets and will present draft budgets at the September Board meeting.

Kern Water Bank Groundwater Sustainability Agency

Regular Meeting of the Board of Directors
of the Kern Water Bank GSA
Tuesday, August 11, 2026, 3:00 P.M.
Kern Water Bank Authority Conference Room[1]
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 (GSA).

AGENDA

1. **Roll Call**

2. **Consider Approval of July 14, 2026 Board of Directors' Meeting Minutes**

3. **Consider Approval of July 2026 Treasurer's Report**

4. **Consider Authorizing Payment of July 2026 Expenses**

5. **Consider Rescheduling the November 2026 Regular Board Meeting**
   *** Resolution Required***

6. **Reports and Other Action Items**
   a. Kern County Subbasin GSP
   b. SGMA Compliance
   c. Kern Non-Districted Land Authority (KNDLA)

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
         a. Litigation]: One Item.
      ii. Gov. Code, § 54956.9(d)(4) [Potential: Initiation of
         a. Litigation]: One Item.

10. **Reconvene and Report from Closed Session** (Gov. Code, § 54957.1)
11. **Adjourn**

MEMORANDUM

TO: Improvement District No. 4 Committee
Agenda Item No. 5

FROM: Veronica Arreola

DATE: August 27, 2026

SUBJECT: Report on the Improvement District No. 4 2026 Water Supply and Management Plan

Issue:
A summary of the Improvement District No. 4 2026 Water Supply and Management Plan.

Recommended Motion:
None – information only.

Discussion:
A summary of the Improvement District No. 4 2026 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

July 2026

Allocation: **45%**

acre-feet

ID4 SUPPLIES	SWP	SWP by Exchange[1]	Groundwater	Total
SWP (M&I)	34,650			34,650
SWP (Ag)	2,676			2,676
Yuba 2026	516			516
Carryover from 2025	14,746			14,746
Groundwater Recovered			21,024	21,024
Groundwater Transferred			1,337	1,337
Subtotal	52,588	-	22,361	74,949
ID4 EXCHANGES / OBLIGATIONS				
Buena Vista WSD (TRF26-006)	(2,497)	2,497		-
Buena Vista WSD (TRF26-045)	(21,539)	37,633	(16,095)	-
California Aqueduct	(5,000)			(5,000)
Kern Delta WD		2,500		2,500
Kern Delta WD (TRF26-012)		1,337	(1,337)	-
Rosedale-Rio Bravo WSD (TRF26-027)	(10,000)	10,000		-
Tehachapi-Cummings CWD (TRF26-022)	3,600			3,600
Total Exchanges/Obligations	(35,436)	53,967	(17,432)	1,100
Available Supplies	**17,152**	**53,967**	**4,929**	**76,049**

	ID4 DELIVERIES	SWP	SWP by Exchange[1]	Groundwater	Total
Month *af*	Henry C. Garnett Water Purification Plant		4,865		4,865
	In-District Transportation Recharge		123		123
	In-District Direct Recharge				-
	Out of District Losses			1,100	1,100
	2800 AC				-
	JURP				-
	Kern Water Bank				-
	Pioneer Project				-
	Total Deliveries Month to Date	**-**	**4,988**	**1,100**	**6,088**
YTD *af*	Henry C. Garnett Water Purification Plant	1,063	22,064		23,127
	In-District Transportation Recharge	65	3,144		3,209
	In-District Direct Recharge	3,663	1,236		4,899
	Out of District Losses	71		1,519	1,590
	2800 AC				-
	JURP	1,488			1,488
	Kern Water Bank	8,734			8,734
	Pioneer Project	1,913			1,913
	Total Deliveries Year to Date	**16,997**	**26,444**	**1,519**	**44,960**
Projected *af*	Henry C. Garnett Water Purification Plant		19,194		19,194
	In-District Transportation Recharge		8,330		8,330
	In-District Direct Recharge				-
	Out of District Losses	155		-	155
	JURP				-
	Kern Water Bank				-
	Pioneer Project				-
	Carryover to 2027	-	-	3,410	3,410
	Total Projected Deliveries	**155**	**27,524**	**3,410**	**31,089**
	Deliveries Year To Date	16,997	26,444	1,519.000	44,960
	Total Deliveries	**17,152**	**53,967**	**4,929**	**76,049**
	Available Supplies	-	-	-	-

Projected Schedule: Feb-Mar Jan-Feb/Mar-Dec

1 - SWP by Exchange with Kern River interests.

MEMORANDUM

TO: Improvement District No. 4 Committee
Agenda Item No. 6

FROM: Gabriel Ornelas

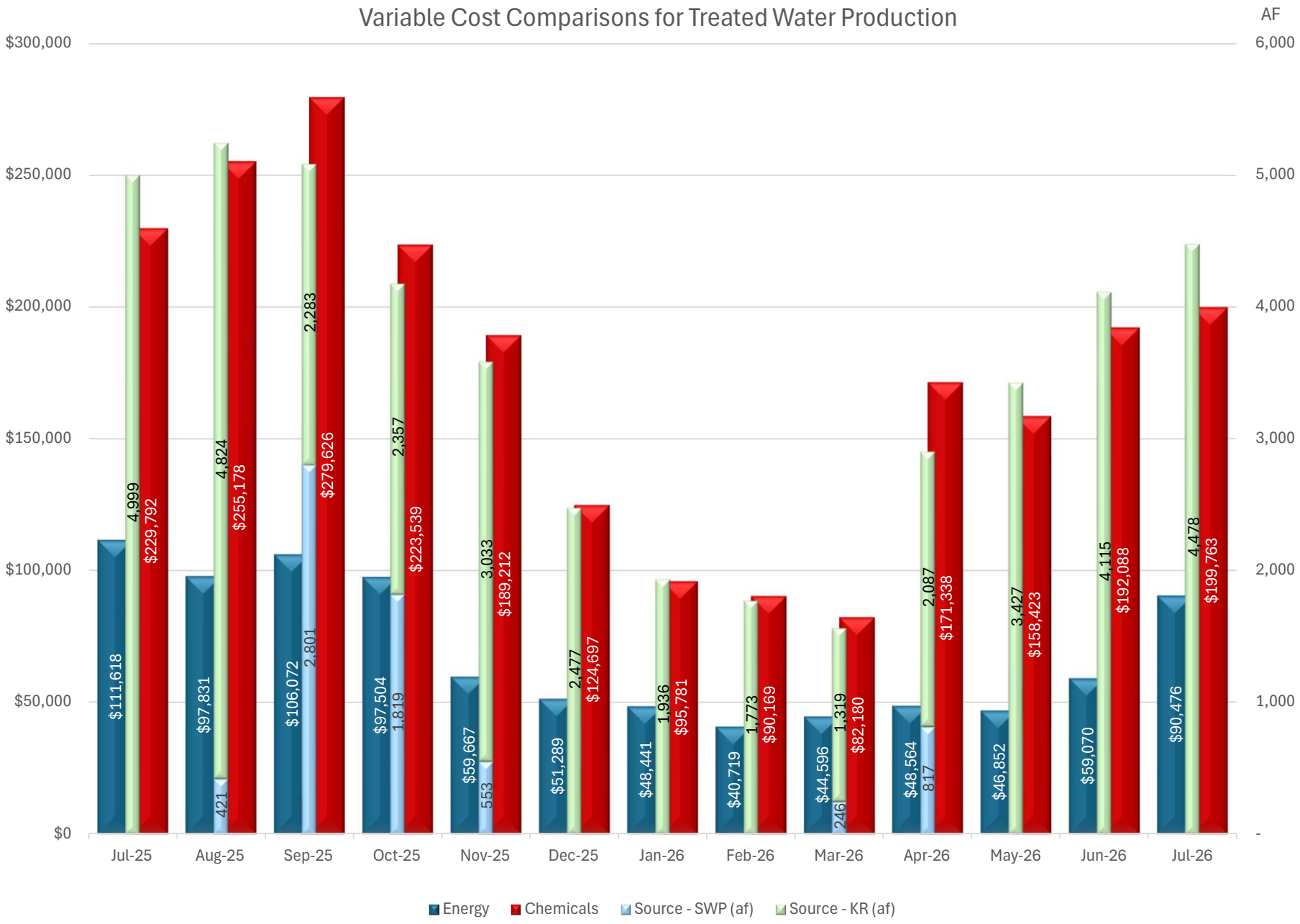
DATE: August 27, 2026

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 July 2026, the Henry C. Garnett Water Purification Plant treated Kern River water. Treated water production ranged from 46.7 million gallons per day (mgd) to 54.8 mgd. The average flow for the month was 51.1 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 2022, 2023, 2024, 2025 and 2026 is provided as Attachment 3.


Variable Cost Comparisons for Treated Water Production
AF
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
6,000
5,000
4,000
3,000
2,000
1,000
-
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
$111,618
4,999
$229,792
$97,831
421
4,824
$255,178
$106,072
2,801
2,283
$279,626
$97,504
1,819
2,357
$223,539
$59,667
553
3,033
$189,212
$51,289
2,477
$124,697
$48,441
1,936
$95,781
$40,719
1,773
$90,169
$44,596
246
1,319
$82,180
$48,564
817
2,087
$171,338
$46,852
3,427
$158,423
$59,070
4,115
$192,088
$90,476
4,478
$199,763
Energy
Chemicals
Source - SWP (af)
Source - KR (af)

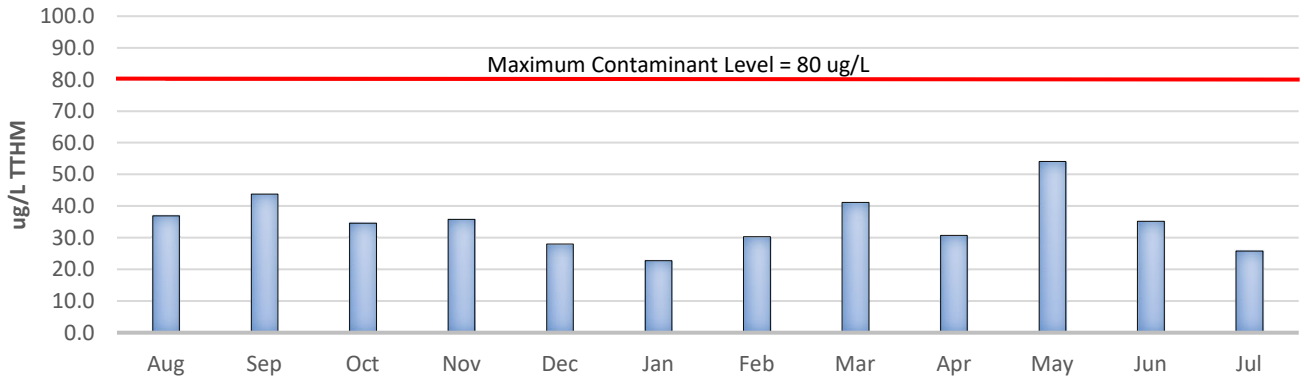
Kern County Water Agency

ID4 Water Quality Laboratory

The following graphs represent data collected from August 2025 to July 2026

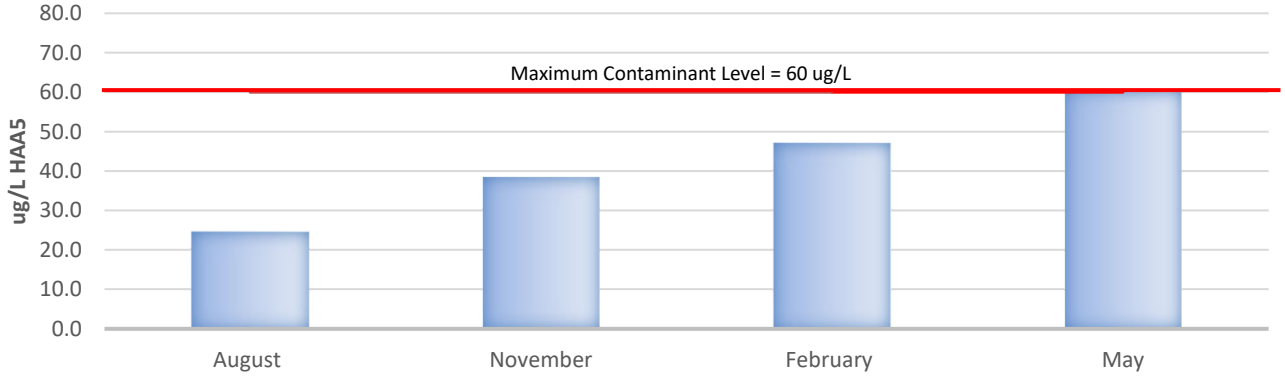
Total Trihalomethanes (TTHM)

Distribution System Monthly Average



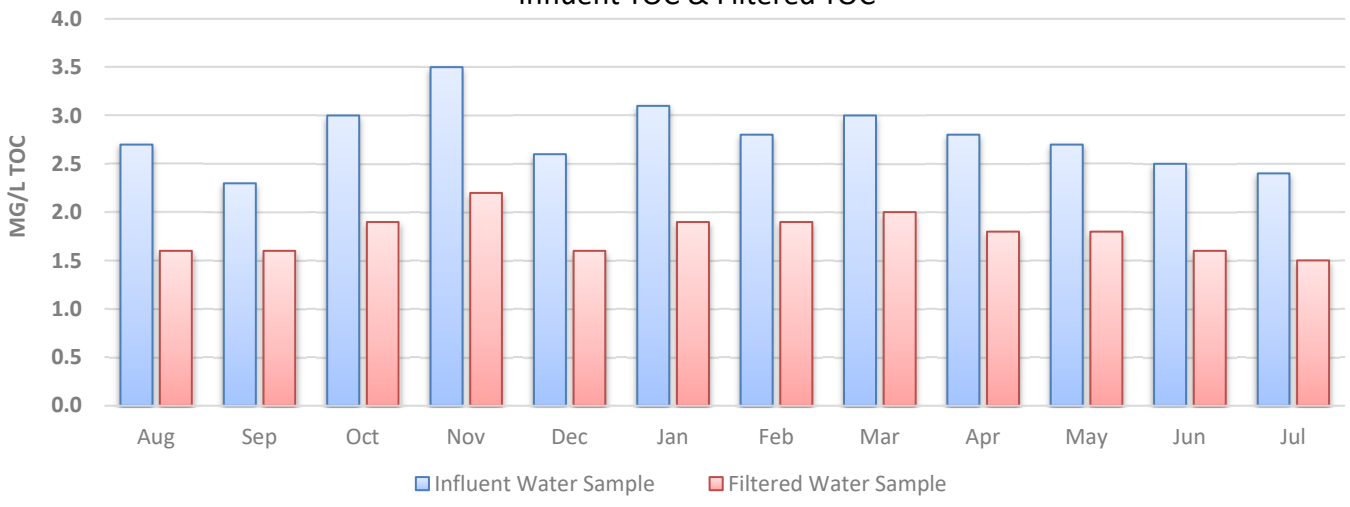
Regulated Haloacetic Acids (HAA5)

Distribution System Quarterly Average

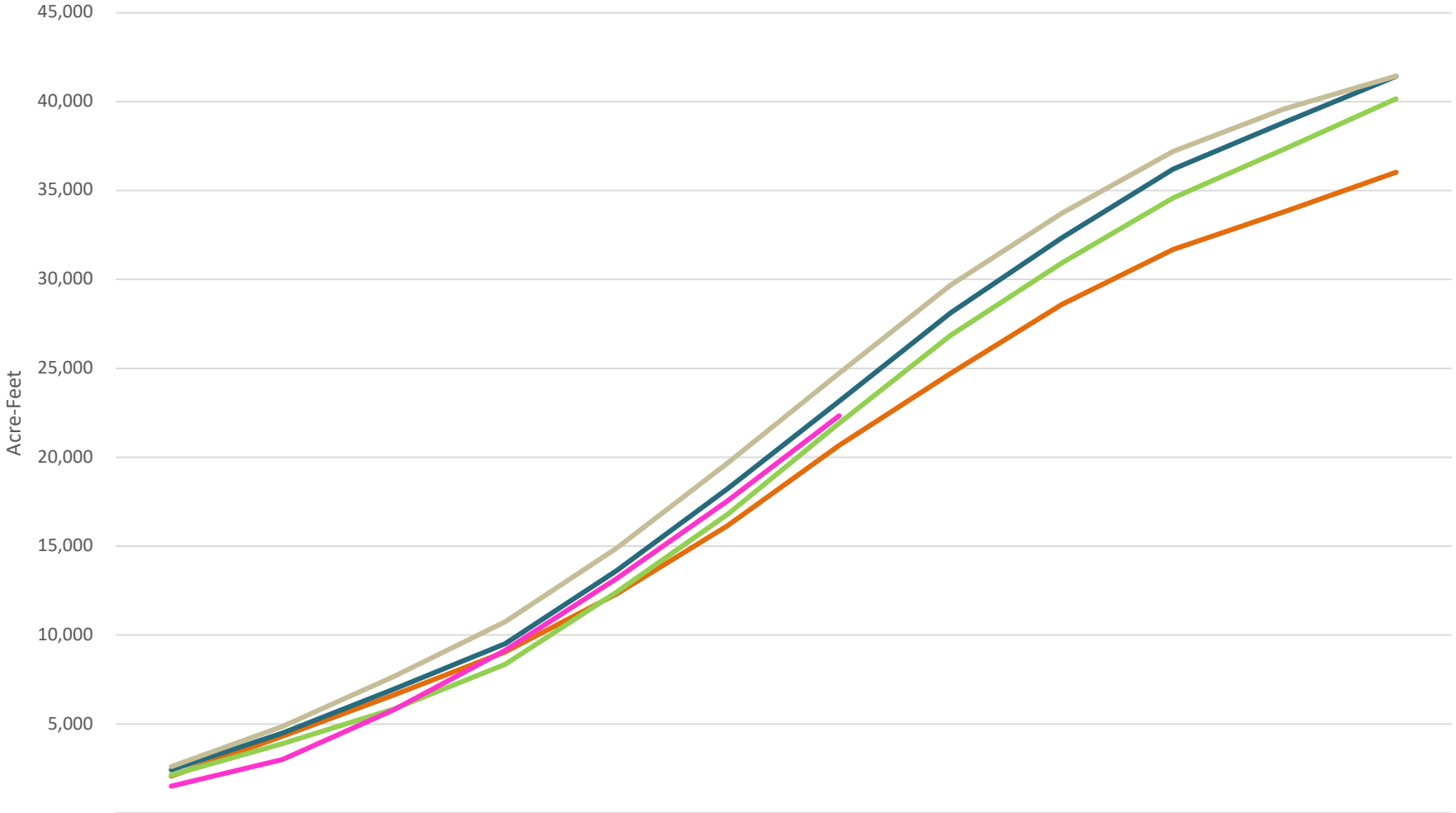


Total Organic Carbon (TOC)

Influent TOC & Filtered TOC



Henry C. Garnett Treated Water Delivery Comparison



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2022	2,079	4,316	6,638	9,061	12,317	16,168	20,671	24,708	28,596	31,689	33,820	36,032
2023	2,138	3,902	5,845	8,356	12,417	16,800	21,915	26,859	30,931	34,587	37,338	40,176
2024	2,429	4,489	6,959	9,520	13,621	18,248	23,152	28,118	32,343	36,206	38,835	41,430
2025	2,601	4,868	7,678	10,746	14,891	19,686	24,725	29,687	33,719	37,209	39,599	41,453
2026	1,504	3,002	5,802	9,149	13,178	17,555	22,347					

Engineering and Groundwater Services Committee

MEMORANDUM

TO: Engineering and Groundwater Services Committee
Agenda Item No. 1

FROM: J.T. Gardiner

DATE: August 27, 2026

SUBJECT: Update on Construction/Maintenance Projects

Issue:
Update on construction/maintenance projects.

Recommended Motion:
None – information only.

Discussion:
An overview of the construction projects is provided as Attachment 1.

NORD SIPHON REPLACEMENT TURNOUT PROJECT - CONTRACT NO. KCWA 2025-02

PROJECT SUMMARY FOR JULY 2026

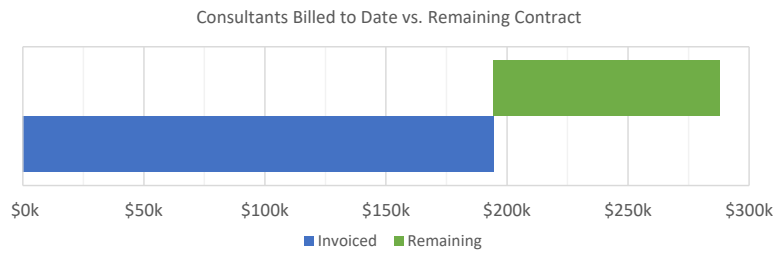
SUMMARY

The project consists of the removal of the existing Nord Siphon, construction of a replacement turnout structure and tying in the new structure to the Cross Valley Canal.

Prepared By: Scott Chambless
Reviewed By: JT Gardiner RCE: C48280

COST BREAKDOWN

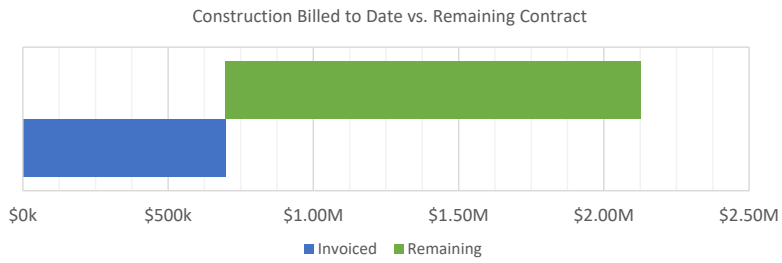
CONSULTANTS



	Contracted	Invoiced	Remaining
DJA	$ 96,000	$ 23,146	**$ 72,854**
SEI	$ 30,000	$ 10,614	**$ 19,386**
P&P	$ 162,000	$ 160,837	**$ 1,163**

TOTAL CONSULTANT COSTS	
Total Contract Amount	$ 288,000
Total Invoiced Amount	$ 194,597
REMAINING BALANCE	**$ 93,403**

CONSTRUCTION



Original Contract	$ 2,126,750
Original Contingency Amount	$ 212,675
Increase to Contract	$ -
TOTAL	**$ 2,339,425**

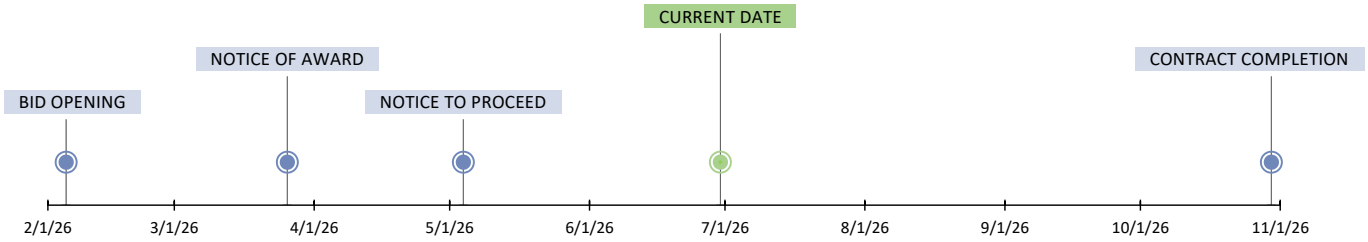
PAYMENT BREAKDOWN	
Pay Requests Total	$ 697,643
Retained (5%)	$ (34,882)
PAID TO DATE	**$ 662,760**

CONTRACT CHANGE ORDERS

Description of Changes	DATE	AMOUNT	DAYS ADDED
None			

Contingency Expended	$ -	0
Contingency Remaining	$ 212,675	

PROJECT SCHEDULE



Bid Opening:	2/5/2026	Length of Contract (Days):	180
Notice of Award:	3/26/2026	Time Extension (Days):	0
Notice to Proceed:	5/4/2026	Contract Completion:	10/30/2026

RECENT ACTIVITY

Cofferdam set on 7/1. Water operations resumed in Pool 4.
Installed shoring system.
Cofferdam failue occurred on 7/14.
Cofferdam removed on 7/17.
Pool 4 subgrade excavated and reparied. North concrete liner replaced 7/28.

PLANNED CONSTRUCTION ACTIVITY

Place inlet structure floor and walls.
Install reinforced concrete pipe and pipe collar downstream of inlet structure.
Place outlet structure floor and walls.

CONSTRUCTION ACTIVITY LOCATION (Blue circled areas denotes construction location)



PHOTOGRAPHS



Cofferdam set 7/1.



Cofferdam failure on 7/14.



Cofferdam removed 7/17.



North conrete liner replaced by 7/28.

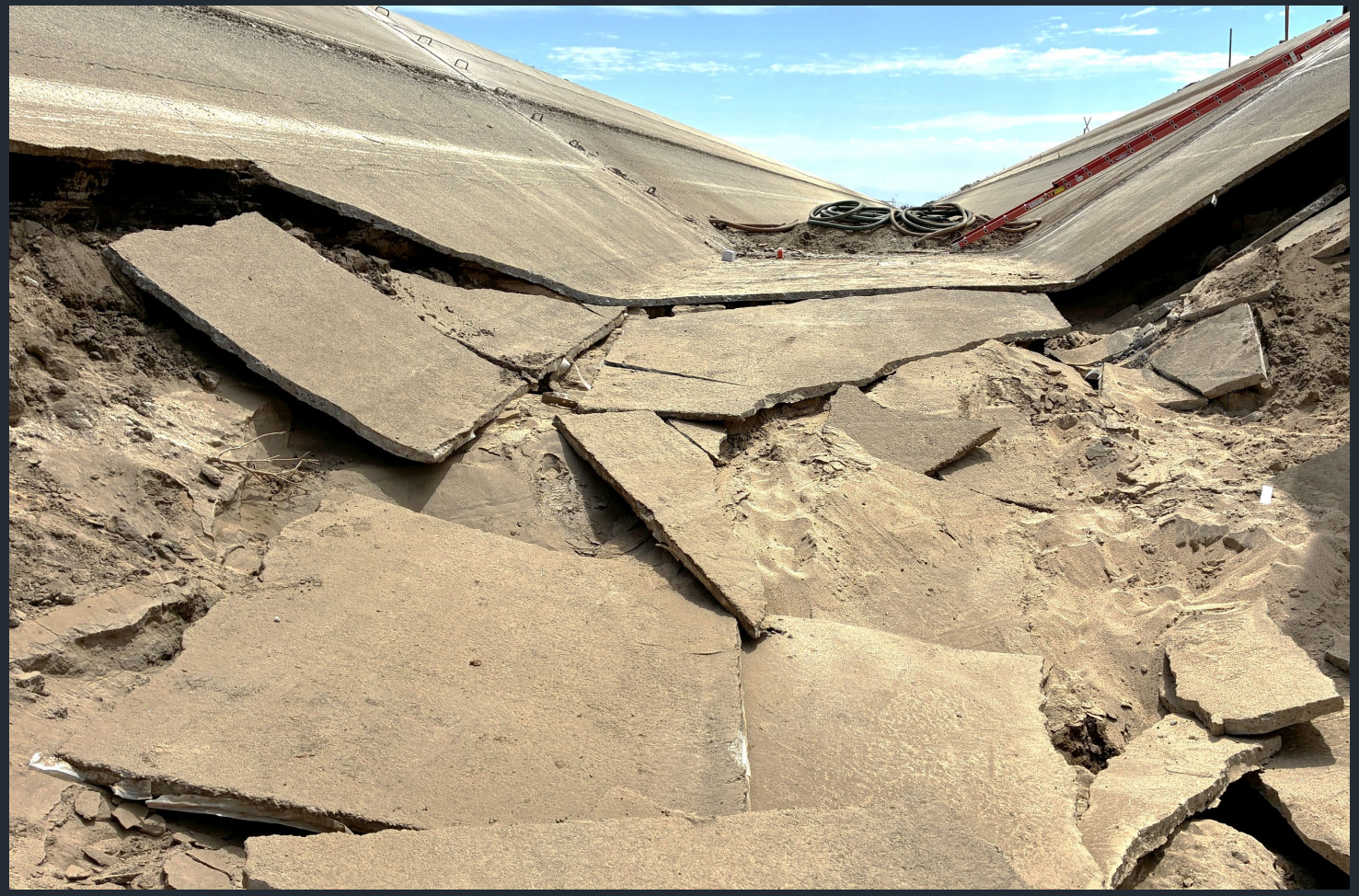
Pioneer Project Projects

NORD TURNOUT PROJECT



- Cofferdam removed on Friday, 7/17.

LINER DAMAGE







- 92 feet of concrete liner removed on both north and south side of Cross Valley Canal.
- Existing liner thickness ranged from 1.75-3.5 inches.

SUBGRADE INSPECTION





- No large voids observed.
- SEI directed subgrade over-excavation and restoration.

LINER REPLACEMENT

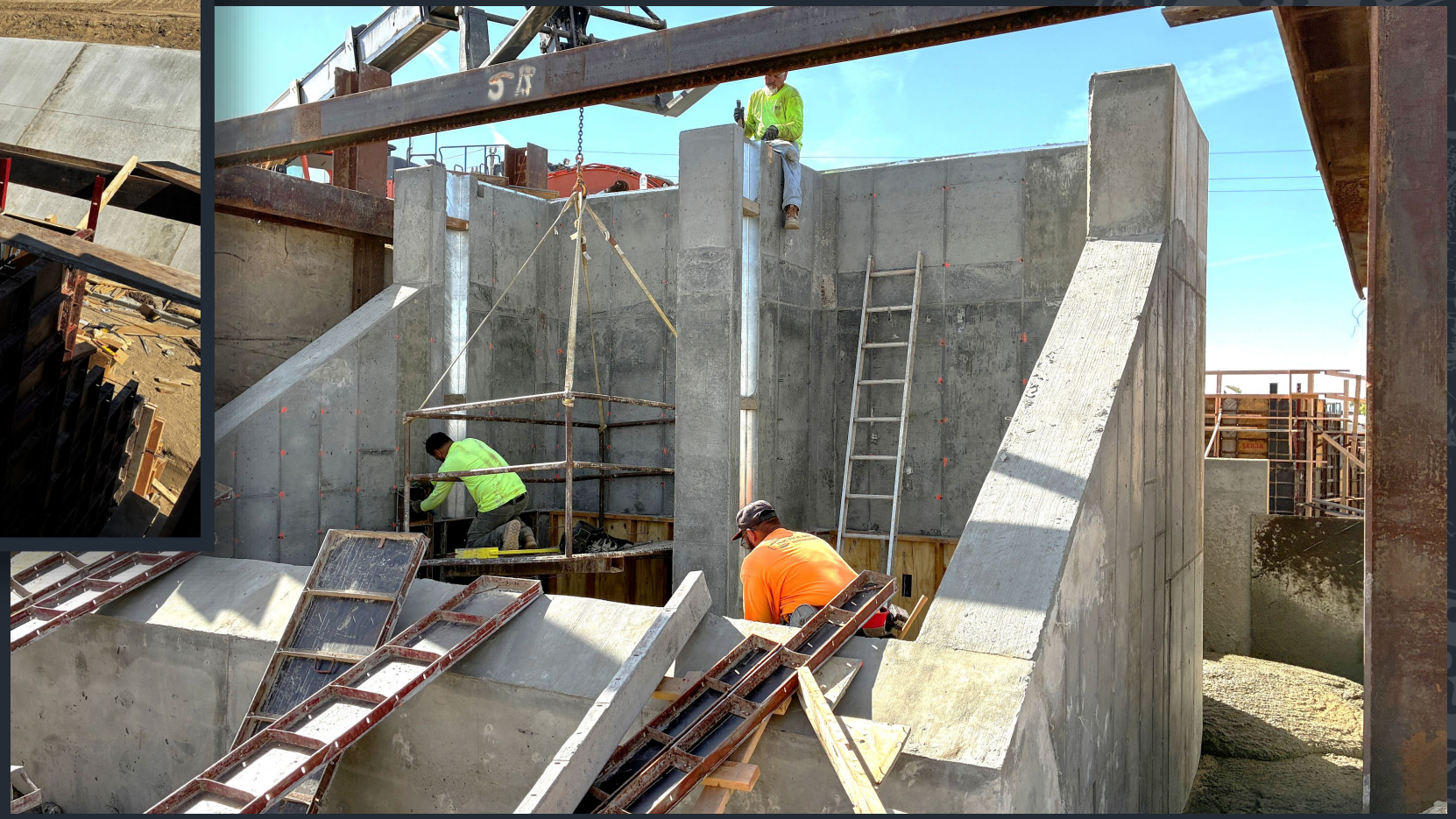


Eight panels on the north bank replaced 7/28.

INLET STRUCTURE

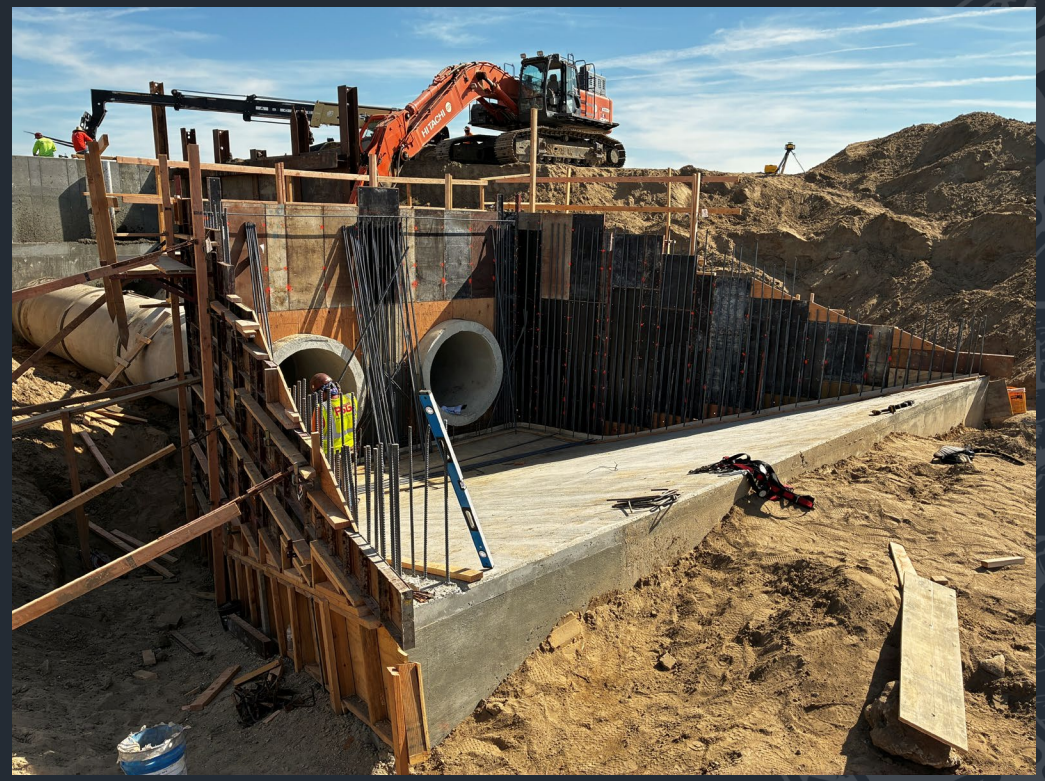


- Floor placed on Monday, 8/3.
- Walls placed on Saturday, 8/15.



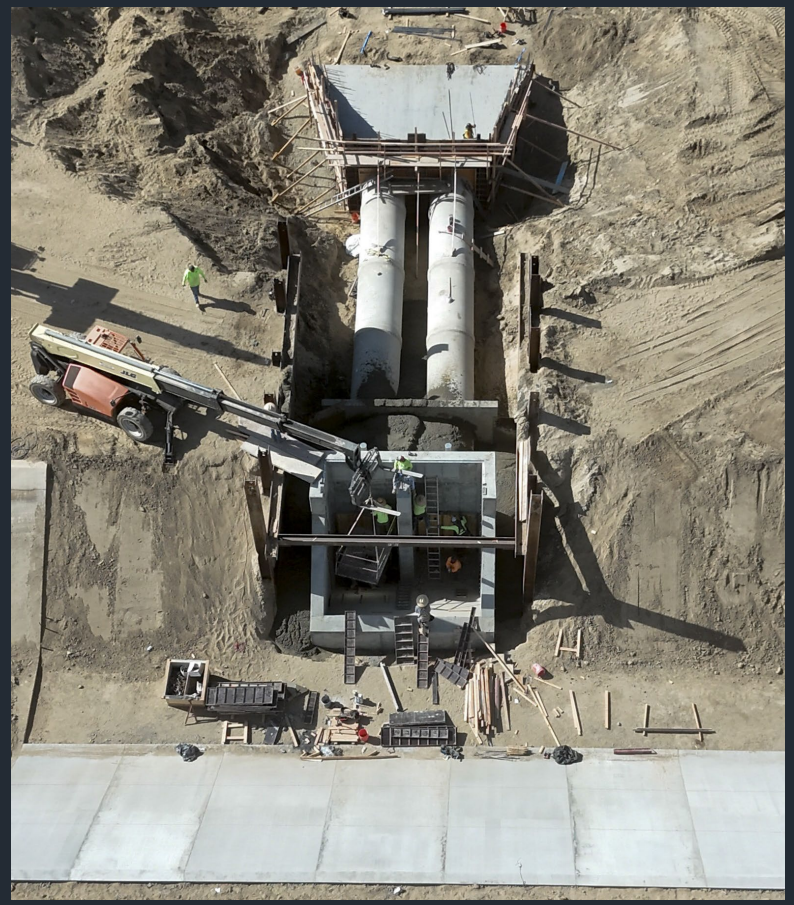
OUTLET STRUCTURE





- As schedule permits, work progresses on outlet structure.
- Outlet floor placed Saturday, 8/15.
- Wall reinforcement work started.

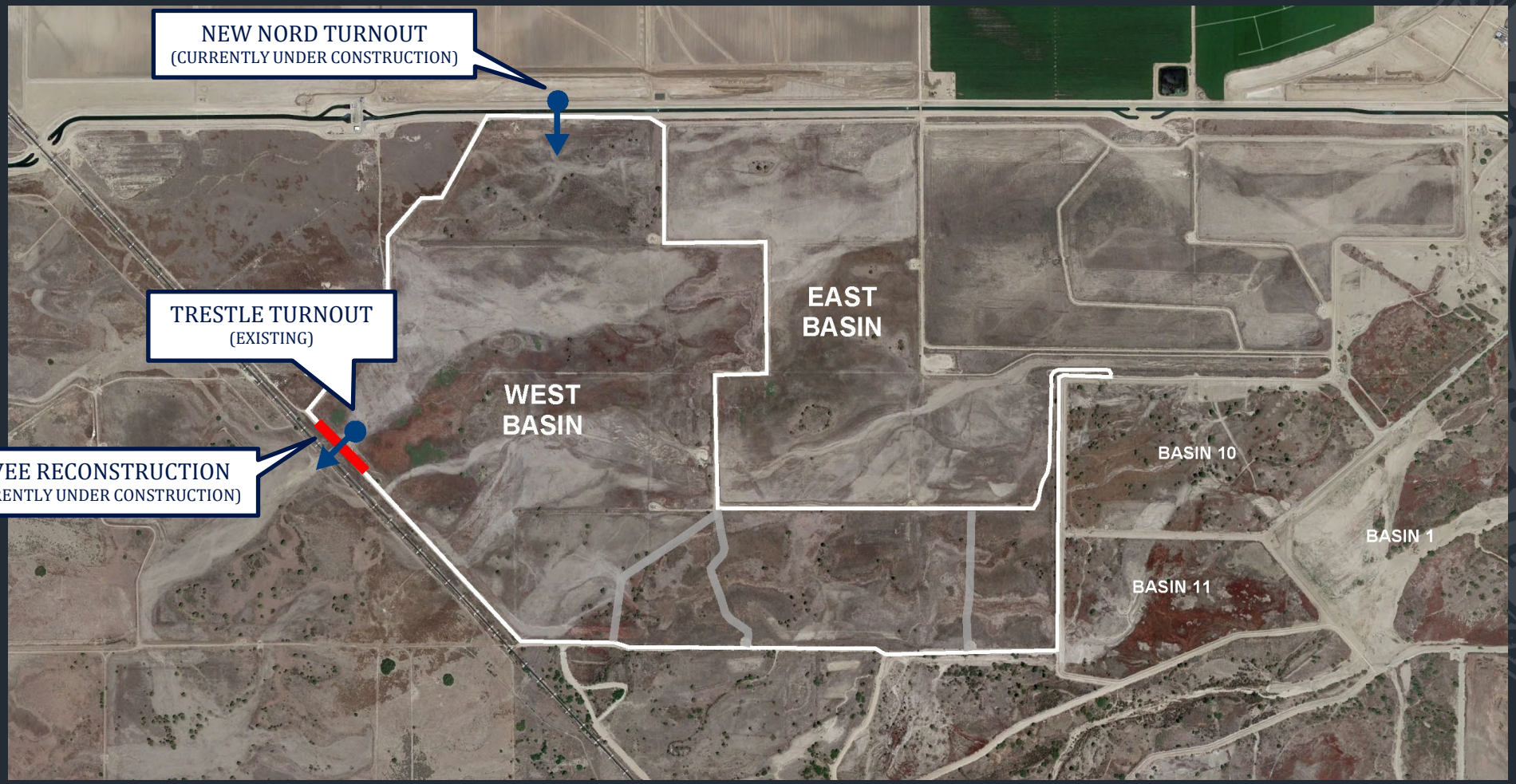
TURNOUT STRUCTURE
OVERVIEW





- Overhead photos taken Wednesday, 8/19.
- Slurry backfill placed around pipes between structure and cut off wall.

NORTH PIONEER
WEST BASIN LEVEE RECONSTRUCTION PROJECT



INNER CORE LEVEE RECONSTRUCTION

CONSTRUCTION STARTED AUGUST 6



- Working on reconstructing the levee south of the Trestle Turnout.
- Total of around 350 feet being rebuilt.



- Reconstruction of levee north of the Trestle Turnout complete.
- Total of around 375 feet rebuilt.

INNER CORE LEVEE RECONSTRUCTION



- Reconstruction of inner core south of Trestle Turnout.



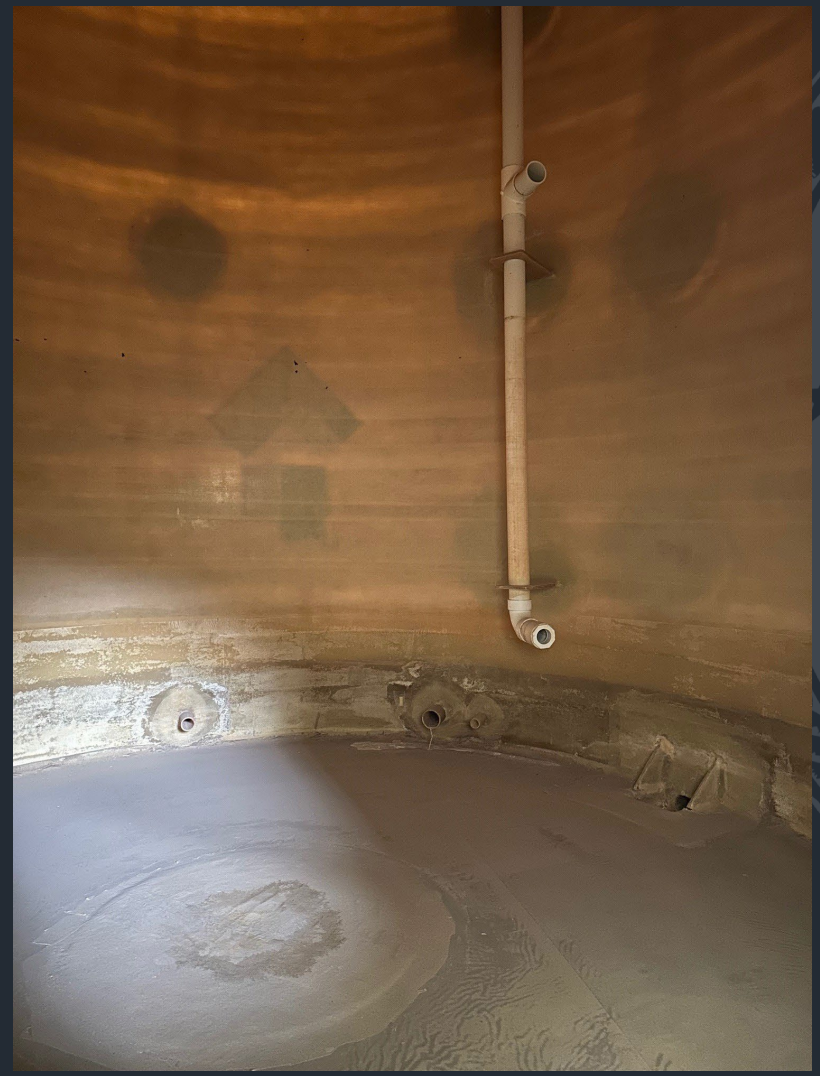
- Utilizing borrow site material from previous North Pioneer West Basin Weir Plan project.

Improvement District 4 Projects

SODIUM HYPOCHLORITE TANKS C & F REPAIRS

PRE-CONSTRUCTION PHOTOS





SODIUM HYPOCHLORITE TANKS C & F REPAIRS

CONSTRUCTION STARTED JUNE 2026

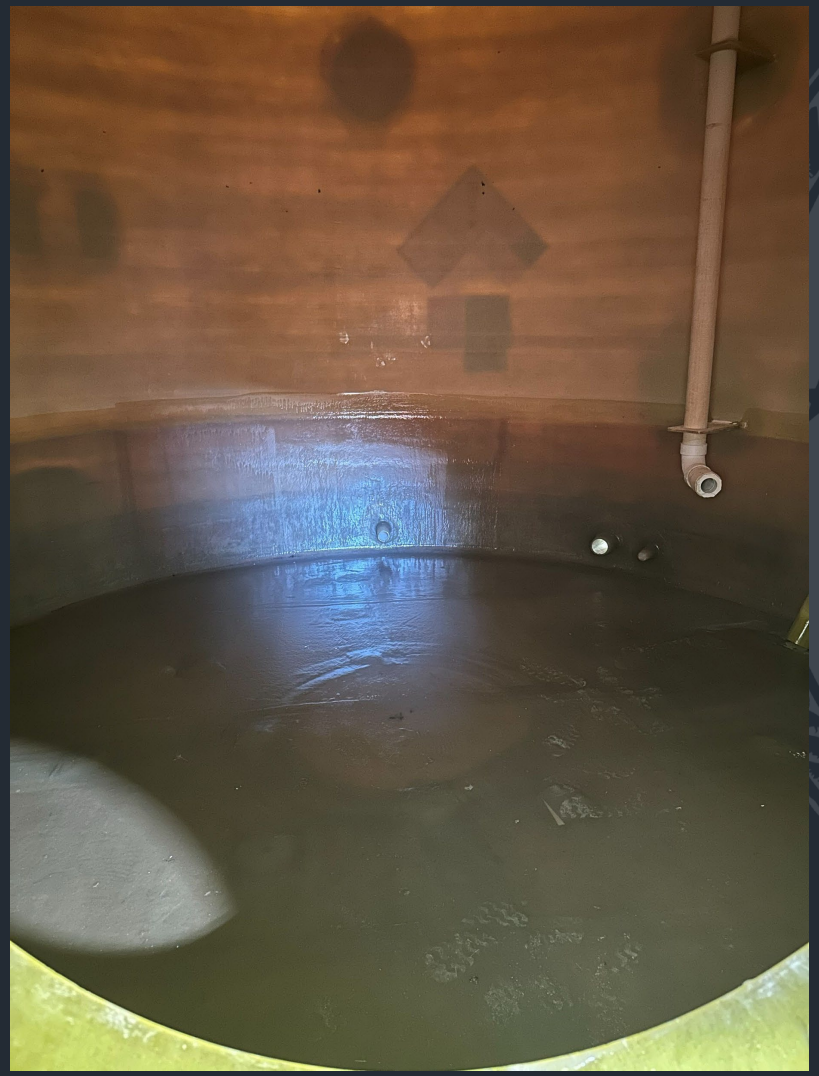




SODIUM HYPOCHLORITE TANKS C & F REPAIRS

CONSTRUCTION COMPLETED





REMOVAL OF PRECIPITATED SOLIDS: BW POND 1

PRE-CONSTRUCTION PHOTOS





REMOVAL OF PRECIPITATED SOLIDS: BW POND 1

CONSTRUCTION STARTED JULY 2026





REMOVAL OF PRECIPITATED SOLIDS: BW POND 1

CONSTRUCTION COMPLETED JULY 2026





REMOVAL OF PRECIPITATED SOLIDS: BW POND 1

MINOR IMPROVEMENTS (ON-GOING)



DISBONDED MORTAR AT JOINTS



SCOURING

MEMORANDUM

20.2.1

TO: Engineering and Groundwater Services Committee
Agenda Item No. 2

FROM: David Pieper

DATE: August 27, 2026

SUBJECT: Authorization to Issue the Notice to Invite Bids for the Improvement District No. 4 North & East Pipeline Continuity Restoration Project – Contract No. KCWA 2026-05

Issue:
Consider adopting Resolution No. 43-26 authorizing the issuance of the Notice to Invite Bids for the Improvement District No. 4 North & East Pipeline Continuity Restoration Project – Contract No. KCWA 2026-05.

Recommended Motion:
Adopt Resolution No. 43-26 authorizing the issuance of the Notice to Invite Bids for the Improvement District No. 4 North & East Pipeline Continuity Restoration Project – Contract No. KCWA 2026-05.

Discussion:
The Improvement District No. 4 North & East Pipeline Continuity Restoration Project – Contract No. KCWA 2026-05 (Project) consists of the installation of insulating flange kits, replacement air valve piping, and completion of a stray current retrofit at the terminus of the North Pipeline, and repairing joints to restore electrical continuity along the East Pipeline.

Kern County Water Agency (Agency) staff is requesting authorization to solicit bids for Improvement District No. 4 North & East Pipeline Continuity Restoration Project – Contract No. KCWA 2026-05. Bids will be opened on October 1, 2026. 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. Money for this project will be expended from the Improvement District No. 4 Enterprise Fund and is included in the Fiscal Year 2026-27 Budget.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the August 26, 2026 meeting.

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 IMPROVEMENT *
DISTRICT NO. 4 NORTH & EAST *
PIPELINE CONTINUITY RESTORATION *
PROJECT – CONTRACT NO. KCWA 2026-05 *

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 27th day of August, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 43-26

WHEREAS, Kern County Water Agency (Agency) staff desires to install insulating flange kits, a stray current retrofit, and replace air valve piping at the terminus of the North Pipeline, and repairing joints to restore electrical continuity along the East Pipeline, identified as the Improvement District No. 4 North & East Pipeline Continuity Restoration Project (Project); and

WHEREAS, Agency staff has substantially completed preparation of Specification No. KCWA 2026-05 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 2026-05, 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 as Exhibits A and B;
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 Improvement District No. 4 Manager or their designee is authorized to open, examine and declare the bids, and to provide their recommendation on the Project within sixty (60) calendar days of opening the bids.

EXHIBIT A

KERN COUNTY WATER AGENCY

Kern County, California

CONTRACT DOCUMENTS

Specification No. KCWA 2026-05

IMPROVEMENT DISTRICT NO. 4
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT

Proposal, Contract, and Specifications

BID SET

SEPTEMBER 2026

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KERN COUNTY WATER AGENCY

Kern County, California

CONTRACT DOCUMENTS

Specification No. KCWA 2026-05

IMPROVEMENT DISTRICT NO. 4
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT

Proposal, Contract and Specifications

BID SET

SEPTEMBER 2026

Formal Bids will be received until **2:00 p.m.** on **OCTOBER 01, 2026** at 3200 Rio Mirada Dr., Bakersfield, California 93308, and then publicly opened.

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KERN COUNTY WATER AGENCY

Kern County, California

CONTRACT DOCUMENTS

Specification No. KCWA 2026-05

IMPROVEMENT DISTRICT NO. 4
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT

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Prepared by: _____

Clinton McAdams, RCE No. 88281



Reviewed by: _____

Richard ten Bosch, RCE No. 45340



Approved by: _____

Corey Wallace, RCE No. 64538



SECTION 00001 **TABLE OF CONTENTS**

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IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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00206 Workers' Compensation and Employer's Liability Certificate of Insurance
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APPENDICES

Appendix A Contract Drawings
Appendix B Kern County Public Works Standard Details
Appendix C City of Bakersfield Standard Details
Appendix D Kern County Public Works Encroachment Permit
Appendix E City of Bakersfield Encroachment Permit
Appendix F Construction Requirements in Proximity of Crimson Pipelines

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END OF SECTION

SECTION 00100 **NOTICE INVITING SEALED BIDS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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:	October 01, 2026
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 complete both North and East Pipeline repairs. The North Pipeline consists of excavating a test pit, exposing the pipeline where the gas lines cross, and complete stray current retrofit, air valve piping and insulating flange kit installation. The East Pipeline consists of excavation to expose and repair the joints needed to restore electrical continuity.

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"** – These classifications are provided for informational purposes only. The Agency does not warrant that all classifications required for the project are listed.

Required Experience

Bidder shall have a minimum of ten (10) years practical experience and successful history in the installation of cathodic protection systems and steel piping of similar size or larger.

Mandatory Pre-Job Walk

Interested Bidders are required to attend a mandatory pre-job walk. During the pre-job walk, the Agency

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reserves the right to impose restrictions to protect staff, participants and the public. Bidders must attend the following mandatory pre-job walk:

Mandatory Pre-Job Walk 1	
Date:	September 9, 2026
Time:	10:00 a.m.
Location:	Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, Bakersfield, California, 93308
Contact Person:	Bidders may contact David Pieper at the Agency at (661) 345-7603 for directions.

Mandatory Pre-Job Walk 2	
Date:	September 17, 2026
Time:	10:00 a.m.
Location:	Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, Bakersfield, California, 93308
Contact Person:	Bidders may contact David Pieper at the Agency at (661) 345-7603 for directions.

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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 Relation's 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 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:	David Pieper
Telephone:	(661) 345-7603
Email:	dpieper@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

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SECTION 00101 **INSTRUCTIONS TO BIDDERS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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.

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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

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SECTION 00102 **BIDDER'S CHECKLIST**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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
- ☐ Bidder's Bid Security (one of the following):
  - ☐ Bid Bond (Section 00108)
  - ☐ Cashier's Check
  - ☐ Certified Check
  - ☐ Cash
- ☐ Section 00109 – Iran Contracting Certificate
- ☐ All issued Addenda

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

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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

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SECTION 00103 **BIDDER'S BID**

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

_____
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

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BIDDER'S BID FORM

Item	Qty.	Units	Description of Bid Item	Unit Bid Item Price	Total Bid Item Price
1.	1	LS	Mobilization, Demobilization, Clean-up, Bonds, Insurance and Permits, and Worker Protection	$	$
2.	1	LS	Miscellaneous Facilities and Operations	$	$
3.	1	LS	Excavation, Backfill, and Restoration	$	$
4.	1	LS	Stray Current Retrofit	$	$
5.	1	LS	Air Valve Piping	$	$
6.	1	LS	Insulating Flange Kit	$	$
7.	5	EA	Bonding Clip Repair at East Pipeline	$	$
Total Base Bid Price (Items 1-7)				$	
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.

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.

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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

DRAFT

END OF SECTION

SECTION 00104 **BIDDER'S QUALIFICATIONS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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.

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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

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☐ 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?

DRAFT

☐ No

☐ 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.

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 00105 **MATERIAL SUPPLIERS INFORMATION**

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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.	Air Release Valve Piping and Valves	
2.	Insulating Flange Kits	
3.	Anodes	
4.	Reference Electrode	
5.	Cathodic Protection Test Conduit	
6.	Cathodic Protection Test Junction Box	
7.	Cathodic Protection Test Terminal Board	
8.	Concrete	
9.		
10.		

DRAFT

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

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SECTION 00106 **BIDDER'S NON-COLLUSION AFFIDAVIT**

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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

The undersigned declares:

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

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]

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

_____
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
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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:

IMPROVEMENT DISTRICT NO. 4 NORTH & EAST PIPELINE CONTINUITY RESTORATION 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

DRAFT

Print Name of Authorized Signer for Principal

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

DRAFT

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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

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SECTION 00109 **IRAN CONTRACTING CERTIFICATION**

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

IRAN CONTRACTING CERTIFICATION TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID PER PUBLIC CONTRACT CODE §2204

The undersigned declares:

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

Pursuant to Public Contract Code section 2204 I make the following certifications on behalf of the Bidder:

Check one (1) only

☐ Bidder's Total Base Bid Price is less than One Million Dollars ($1,000,000).

OR

☐ Bidder's Total Base Bid Price is One Million Dollars ($1,000,000) or more but: (1) Bidder is **not** identified in the California Department of General Services' ("DGS") list of persons engaging in investment activities in Iran under Public Contract Code section 2203(b); (2) Bidder is **not** providing goods or services of Twenty Million Dollars ($20,000,000) or more in the energy sector of Iran; and (3) Bidder is **not** a financial institution extending Twenty Million Dollars ($20,000,000) or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified in the DGS list of persons engaging in investment activities in Iran under Public Contract Code section 2203(b).

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

_____
Signature of Authorized Signer for Bidder

_____
Print Name of Authorized Signer for Bidder

END OF SECTION

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SECTION 00200 **CONTRACT**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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 (Division 2), Finishes (Division 09), and Mechanical (Division 15). Appendices (which includes Plans), 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

DRAFT

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 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

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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

DRAFT

END OF SECTION

SECTION 00201 **GUARANTY**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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

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END OF SECTION

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SECTION 00202 **PAYMENT BOND**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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:

IMPROVEMENT DISTRICT NO. 4 NORTH & EAST PIPELINE CONTINUITY RESTORATION 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

DRAFT

Print Name of Authorized Signer for Principal

Title of Authorized Signer for Principal

[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

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

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SECTION 00203 **PERFORMANCE BOND**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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:

IMPROVEMENT DISTRICT NO. 4 NORTH & EAST PIPELINE CONTINUITY RESTORATION 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

DRAFT

Print Name of Authorized Signer for Principal

Title of Authorized Signer for Principal

[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

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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

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SECTION 00204 **MAINTENANCE BOND**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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:

IMPROVEMENT DISTRICT NO. 4 NORTH & EAST PIPELINE CONTINUITY RESTORATION 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

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Title of Authorized Signer for Principal

[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

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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

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SECTION 00205

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION INSURANCE

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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

_____
Title of Authorized Signer for Contractor

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END OF SECTION

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SECTION 00206

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY CERTIFICATE OF INSURANCE

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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**

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Contractors' 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 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

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END OF SECTION

SECTION 00207 **LIABILITY INSURANCE CERTIFICATE OF INSURANCE**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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**

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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**

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**

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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 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 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

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SECTION 00208 **LABOR AND OTHER CODE REQUIREMENTS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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.

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(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.)

3. 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

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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).

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(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.)

4. 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.

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(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.

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(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.)

5. Labor Code Section 1771.15
Registration as a Condition of Award of Contract for or Work on Public Works Projects

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(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).

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(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.)

6. Labor Code Section 1771.4

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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.

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(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.)

7. 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

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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 <u>not less than the higher wage rate</u>.

8. 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.)

9. 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.

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(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.)

10. 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, and the

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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.

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(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.)

11. 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

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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.

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(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.

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(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.)

12. 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.)

13. Labor Code Section 1813
Penalty for Overtime on Any Public Work Contract

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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.)

14. 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.)

15. 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.)

16. 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.)

17. 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

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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.)

18. 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.

19. 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).

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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

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SECTION 00300

NOTICE OF AWARD

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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:

IMPROVEMENT DISTRICT NO. 4 NORTH & EAST PIPELINE CONTINUITY RESTORATION 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 David Pieper at dpieper@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

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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

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SECTION 00301

NOTICE TO PROCEED

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT CONTRACT
NO. KCWA 2026-05

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:

IMPROVEMENT DISTRICT NO. 4 NORTH & EAST PIPELINE CONTINUITY RESTORATION 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:

March 8, 2026

Please complete the Acknowledgement of Receipt of Notice to Proceed below and return it to David Pieper at dpieper@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

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KERN COUNTY WATER AGENCY
3200 Rio Mirada Drive
Bakersfield, CA 93308

IMPROVEMENT DISTRICT NO. 4 NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

SECTION 00700 GENERAL CONDITIONS

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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,

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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

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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 though 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

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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.

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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.

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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.

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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.

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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) is 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.

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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 is 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.

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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

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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.

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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

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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.

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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,

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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.

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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

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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

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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.

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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

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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

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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 Indemnitee or its directors, officers, employees or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against an Indemnitee 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 Indemnitee 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

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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.

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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

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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

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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.

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.

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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.

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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.

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.”

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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 (10^{th}) 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 withholds 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

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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;

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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

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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

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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 statue 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.

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.

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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 Contact 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.

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.

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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 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.

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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 the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents.

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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

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SECTION 00810 **SPECIAL PROVISIONS**

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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	James Gardiner Kern County Water Agency Ph: (661) 634-1460
CONSULTING ENGINEER	Clinton McAdams Black & Veatch Ph: (925) 786-5382
CONSTRUCTION ADMINISTRATION	David Pieper Kern County Water Agency Ph: (661) 345-7603

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 & EAST PIPELINE CONTINUITY RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

D. Reference Material

Appendix A	Contract Drawings
Appendix B	Kern County Public Works Standard Details
Appendix C	City of Bakersfield Standard Details
Appendix D	Kern County Public Works Encroachment Permit
Appendix E	City of Bakersfield Encroachment Permit
Appendix F	Construction Requirements in Proximity of Crimson Pipelines

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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.

F. Time for Completion and Forfeiture Due to Delay

The Contractor shall complete all work within one hundred twenty (120) consecutive calendar days.

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 David Pieper 661-345-7603 (cell). Inquiries by the Contractor after the normal business hours shall be directed to James Gardiner at 661-487-0535 (cell).

I. Permits Required

1. Kern County Public Works encroachment permit. Contractor shall accommodate all required inspections pursuant to this permit. Refer to Appendix D.
2. City of Bakersfield encroachment permit. Contract shall accommodate all required inspections pursuant to this permit. Refer to Appendix E.

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

1. Kern County Water Agency, its governing body, officers, employees, and agents.
2. Black & Veatch Consultants.

END OF SECTION

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SECTION 01005 **SPECIFICATIONS**

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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 00
Fourth:	Technical Specifications, Division 2 through Division 15
Fifth:	Contract Drawings (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) and Technical Specifications (Division 2 through Division 15) 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

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of materials, equipment, and construction systems. The Contractor shall caution each of his 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 Sheet and Index of Drawings	C-001
Legend, Notes, and Abbreviations	C-002
North Pipeline Site Plan	C-101
East Pipeline Site Plan and Details	C-102
North Pipeline Piping Plan and Sections	C-201
North Pipeline Retrofit Details I	C-202
North Pipeline Retrofit Details II	C-203

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
Director	Kern County Water Agency Manager
Engineer	Kern County Water Agency Representative

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TERMS	INTERPRETATION
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.

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END OF SECTION

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SECTION 01011 **DESCRIPTION OF WORK AND SCHEDULE CONSTRAINTS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 WORK INCLUDED

The Work consists of furnishing all labor, materials and equipment necessary to complete the North and East Pipeline Continuity Restoration Project, in Bakersfield California, in accordance with the Plans and the Specifications.

The construction sites are located in Kern County in Bakersfield, California.

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. Incidental items necessary to complete the work, including mobilization, project closeout, worker protection, quality control; bonds, insurance, permits, licenses, and fees required to complete the project.

3. The Contractor will perform the following tasks to excavate a test pit at McCray St. and Merle Haggard Dr. intersection to expose the North Pipeline where the gas/oil lines cross. Contractor shall allow a 3-week duration to complete activities.

    a. Mobilization and Demobilization

        1) Coordination with Agency for scheduling of work.

        2) Mobilization and demobilization required to complete project.

    b. Permitting and Traffic Control

        1) Contractor shall prepare two traffic control plans to accommodate work described herein and per the requirements of applicable Kern County Public Works' permits.

        2) Contractor and subcontractor(s) shall submit an application simultaneously with the Agency to Kern County Public Works to acquire necessary street/encroachment permits.

        3) Contractor shall provide daily traffic control required to access site.

    c. Excavation

        1) Refer to site plan for work location.

        2) Locate existing Agency pipeline and pothole to confirm depth and location of top of pipe. Contractor to allow three (3) attempts per pothole to locate top of pipe. Contractor shall allow three potholes per

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each of the three pipelines anticipated to be at the north terminus of the North Pipeline: one water pipeline and two gas/oil pipelines.

3) Saw cut asphalt, excavate soil, and shore area of the north terminus of the North Pipeline. Contractor shall excavate pit size to expose at least 2-feet clearance around full pipe circumference, and to expose pipe crossing causing stray current interference.

4) Contractor shall prepare sheeting, shoring, and bracing plan, signed by structural engineer registered in the State of California.

5) Provide temporary plating to protect excavation.

6) Provide confined space entry equipment and staff for Agency and Agency's consultants to perform pipe inspection and sacrificial anode system and corrosion test station installations. Contractor shall allow 2-day duration for pipe inspection and sacrificial anode system installation.

7) Excavation for air valve piping replacement between the air valve piping isolation valve at the north terminus of the North Pipeline and the air valve on the northeast side of the intersection. Contractor shall excavate to expose existing air valve piping for demolition and replacement. If Agency elects to not replace the existing air valve piping, the Contractor shall bore under the existing sidewalk on the northeast side of the intersection and install a conduit to a new corrosion test station.

d. Stray Current Retrofit

1) Before a planned shutdown and after the pipe inspection has been completed, Contractor shall allow 2-days to install the stray current retrofit and complete required testing.

e. Insulating Flange Kit

1) During the planned shutdown, disassemble existing piping for the two connections at the north terminus of the North Pipeline. Agency will coordinate and perform pipeline shutdown, including isolation, dewatering, and return to service.

2) Contractor will be responsible for spray disinfecting per AWWA standards any areas that were potentially exposed to contamination related to the isolation flange kit installations (e.g., new parts that are installed on the pipeline that come in contact with the water supply and any existing components that are accessible and had the potential to become contaminated during construction). The Agency will perform the main disinfection by opening the downstream block valve and utilizing the system's water with residual concentration. Agency staff will perform the necessary lab testing to ensure disinfection was done properly. Contractor to provide labor, equipment, personnel, and safety to assist Agency staff with obtaining samples for testing.

3) Install insulating flange kit at each connecting pipeline to the North Pipeline terminus and reassemble piping. Contractor shall allow purchase of two insulating flange kits.

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f. Air Valve Piping

1) Once exposed, demolish existing 4-inch steel, air valve piping and replace with 4-inch steel piping per Plans and Specifications. Piping will be demolished and replaced during same shutdown as for insulating flange kit installations. Contractor shall allow air valve piping length based on the trench dimensions. The existing lockable security cover and existing air valve shall be salvaged and reused.

2) Contractor will be responsible for spray disinfecting per AWWA standards any areas that were potentially exposed to contamination related to the air valve piping installation (e.g., new parts that are installed on the pipeline that come in contact with the water supply and any existing components that are accessible and had the potential to become contaminated during construction). Contractor will be responsible for assisting during disinfection by supplying labor, equipment, etc. for flushing through the 4-inch air valve piping until there is a constant residual. Contractor will need equipment such as temporary piping, backflow preventer, and dichlorination to complete the flushing. The Agency will perform the main disinfection by opening the downstream block valve and utilizing the system's water with residual concentration. Agency staff will perform the necessary lab testing to ensure disinfection was done properly. Contractor to provide labor, equipment, personnel, and safety to assist Agency staff with obtaining samples for testing.

g. Backfill, Compaction, and Site Restoration

1) Backfill and compact soil according to the current standards of the Kern Country Roads Department (plate R-67).

2) Restore/repair damaged and/or removed asphalt to finish grade according to the current standards of the Kern Country Roads Department (plate R-67) or as directed by County inspector and permit.

3) Agency staff will perform lab testing for disinfection and will perform pressure testing once system is back in service.

4. The Contractor will perform the following tasks to excavate the 30-in pipeline near Height St. and Sunny Ln., at two locations to expose the East pipeline where there is electrical discontinuity, and repair the pipeline joint(s) to restore electrical continuity.

a. Mobilization and Demobilization

1) Coordination with Agency for scheduling of work.

2) Mobilization and demobilization required to complete project.

3) Coordination with Agency for temporary shutdown of East Pipeline for each day while actively welding. Pump station at treatment plant will be shutdown but East Pipeline will still be full of water and contain residual pressure from Oswell Tank site.

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b. Permitting and Traffic Control

1) Contractor shall prepare a traffic control plan to accommodate work described herein and per the requirements of applicable City of Bakersfield permits.

2) Contractor and subcontractor(s) shall submit an application simultaneously with the Agency to the City of Bakersfield to acquire necessary street/encroachment permits.

3) Contractor shall provide daily traffic control required to access site.

c. Excavation

1) Refer to site plan for work location.

2) Locate existing Agency pipeline and pothole to confirm depth and location of top of pipe, at each work site. Contractor to allow three (3) attempts per pothole to locate top of pipe. Contractor shall allow three potholes per each of the three pipelines anticipated at the East Pipeline: one water pipeline at Site 1, and one water and one sewer pipeline per Site 2.

3) Saw cut asphalt, excavate soil, and shore area of the East Pipeline. Contractor shall allow excavation to expose at least 2-feet clearance around full pipe circumference. The length of the pits are dependent on corrosion evaluation tests conducted to locate two pipeline segments between test stations located at STA 184+00 and STA 201+69. Contractor to confirm locations of electrically discontinuous pipe joints prior to excavation.

4) Contractor to expose the existing five (5) joints that are electrically discontinuous and complete the Bonding Clip Repairs. Contractor to allow Agency's Consultant to access to perform testing as required to confirm electrical continuity is restored.

5) Contractor shall prepare sheeting, shoring, and bracing plan, signed by structural engineer registered in the State of California.

6) Provide temporary plating to protect excavation.

7) Provide confined space entry equipment and staff for Agency and Agency's consultants to perform pipe inspection and cathodic protection testing. Contractor shall assume 1-day duration per pit for pipe inspection and cathodic protection testing.

d. Backfill, Compaction, and Site Restoration

1) Backfill and compact soil according to the current standards of the governing jurisdiction.

2) Restore/repair damaged and/or removed asphalt to finish grade according to the current standards of the governing jurisdiction.

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1.2 BEGINNING OF WORK

A. The start of the contract duration shall be the date the Notice to Proceed was issued included.

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.

1.5 SHUTDOWN OF NORTH PIPELINE

A. The Agency will cease flows in the North Pipeline on one occasion to enable the Contractor to temporarily remove the existing butterfly valves, install Insulating Flange Kits at each existing valve, and install new Air Valve Piping. The Contractor shall provide the Agency a minimum of 14 day notice prior to each shutdown.

B. The shutdown shall not exceed seven (7) days after which flow in the pipeline will resume.

1.6 ORDER OF WORK (NORTH PIPELINE)

A. Contractor to complete general requirements and mobilization, prepare and review permits, complete USA mark-out, and execute traffic control.

B. Contractor to excavate pipeline within traffic control setup timeframe. Contractor shall complete excavation activities prior to pipeline shutdown. Traffic control shall be changed between work zones as needed to maintain traffic flow during construction.

C. Contractor to demolish existing and install new air valve piping.

D. Contractor to begin and end pipeline shutdown and dewatering activities within 4 calendar days. Contractor to begin pipe examination after pipeline shutdown begins. Contractor to unfasten existing valves and install two (2) insulating flange kits and refasten valves during

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pipeline shutdown. Contractor to complete testing and disinfection during pipeline shutdown and return to service.

E. Contractor to complete pipeline retrofit.

F. Contractor to backfill, compact, and restore site. Contractor to complete site cleanup and demobilization.

1.7 ORDER OF WORK (EAST PIPELINE)

A. Contractor to complete general requirements and mobilization, prepare and review permits, complete USA mark-out, and execute traffic control.

B. Contractor to excavate pipeline within traffic control setup timeframe.

C. Contractor to expose and repair joints required to restore electrical continuity during pipeline shutdown. Contractor to complete testing and disinfection during pipeline shutdown and return to service.

D. Contractor to backfill, compact, and restore site. Contractor to complete site cleanup and demobilization.

END OF SECTION

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SECTION 01013 **LIQUIDATED DAMAGES**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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

THREE THOUSAND DOLLARS ($3,000.00)

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

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a delay in final completion of the entire work which could not be compensated for by revising 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

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SECTION 01017 **MATERIALS AND SUBSTITUTIONS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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.

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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.

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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.

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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

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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:
_____	_____	_____
_____	_____	_____

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)

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SUBSTITUTION REQUEST FORM

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

Submitted By:

Signature _____

Firm _____

Address _____

Date _____

Telephone _____

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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
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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 MAINTAINING TRAFFIC

A. Contractor shall comply with Section 01510 Traffic Management Plan.

1.3 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.

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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.

1.4 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 Owner, the Contractor’s authorized representative and key members of his staff, and key subcontractors as selected and requested by the Contractor.

1.5 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

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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.

1.6 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

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sequencing of construction are also the sole and exclusive responsibilities of the Contractor alone.

B. Contractor shall comply with Public Contract Code section 7104

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 therefor.

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 hart-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.

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1.7 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.

1.8 PROTECTION OF EXISTING ITEMS

A. The Contractor shall protect all existing utilities, structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.

B. 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.

1.9 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.

1.10 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 projection 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.

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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.

1.11 BIOLOGICAL RESOURCES

A. The Contractor will be required to attend an Owner- sponsored 120 minute Threatened and Endangered Species Training Session before work commences.

B. 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.

C. 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.

1.12 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.

1.13 USE OF SITE AND OTHER AREAS

A. The Contractor shall effectively secure and protect adjacent property and structures, and vegetation.

B. Contractor shall repair all fences damaged during the work to pre-project conditions.

C. In all cases where the Contractor removes fences to obtain room to work, he shall provide and install temporary fencing as required. All costs of providing labor, materials and all work required for site maintenance and maintaining and restoring gates and fencing shall be borne by the Contractor.

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D. The Contractor shall use extreme care during construction to prevent damage to adjacent property. This includes, but is not limited to, paint overspray during field touch-up painting. 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.

E. 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.

F. 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.

G. All traffic signs and street signs within the limits of the improvement shall be removed, salvaged and stockpiled at locations designated by the Engineer. Traffic control signs and street signs will be replaced upon the completion of the Work and the cost of removal and replacement will be included in various bid items, and no separate payment will be made as such.

H. 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.

1.14 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.

1.15 AIR POLLUTION CONTROL

A. Contractor shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII. The Contractor shall prepare and comply with a San Joaquin Valley Air Pollution Control District Dust Control Plan (DCP).

B. Contractor shall be responsible for preparation and compliance with a SJVAPCD DCP, if required. Contractor shall submit DCP to the SJVAPCD for approval.

C. 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.

D. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Acts of 1970 and Cal OSHA.

1.16 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.

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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.

1.17 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 forty-eight (48) hours 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.

1.18 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.

1.19 COORDINATION WITH OTHERS

A. Refer to Section 01040- Coordination of Work.

1.20 CONSTRUCTION WATER

A. The Contractor shall be responsible for obtaining and bringing water to the construction site which includes the following: maintaining access and haul roads, furnishing, operating, and maintaining all fittings, pumps, meters, piping, tanks, storage, and other facilities needed to load, transport, store, distribute, and use the water as specified.

END OF SECTION

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SECTION 01021 **OWNER'S RIGHTS AND RESPONSIBILITIES**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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, of 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.

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SECTION 01022 **CHANGES TO THE WORK**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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

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SECTION 01025 **MEASUREMENT AND PAYMENT**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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.

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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 Contact; 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 01026 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

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escrow agent, who shall then pay those withheld moneys to Contractor. Upon satisfactory completion of the contract, the securities shall be returned to Contractor.

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

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SECTION 01026 **WAIVER AND RELEASE SUBMITTALS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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

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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.

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Signature

Claimant's Signature:_____

Claimant's Title:_____

Date of Signature:_____

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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:_____

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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:_____

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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:_____

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SECTION 01040 **COORDINATION OF WORK**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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 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.

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C. 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.

END OF SECTION

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SECTION 01090 **DEFINITIONS AND ABBREVIATIONS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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.

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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 of underground wires, pipelines, conduits, ducts or structures, sewers of 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

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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

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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

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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

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SECTION 01300 **SUBMITTAL PROCEDURES**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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 for Project

      1) **Pre-North Pipeline Shutdown**. This phase includes work to be completed before the North pipeline is shutdown and dewatered. The intent is to complete any work that does not require the pipeline to be shutdown or dewatered so that work requiring said shutdown or dewatering can begin as soon as possible.

         a) **Mobilization.** Contractor mobilization, staging area setup, submittals preparation and processing, material procurement, and other project initiation activities

         b) **Permitting and Traffic Control.** Contractor to acquire all necessary permits for both North and East Pipelines, prior to performing any on-site activities. All Permits to be obtained by within timeframe identified in Schedule approved by Agency. Contractor to complete Traffic Control set up for North Pipeline prior to excavation.

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c) **Excavation.** Contractor to plan to complete all excavation activities for North Pipeline prior to North pipeline shutdown. Contractor must provide a minimum ten (10) day notice to request a shutdown, and shall last within timeframe identified in Schedule approved by Agency.. Contractor to plan for one (1) day for pipeline examination and Stray Current Retrofit. Contractor to plan to complete examination and retrofitting activities before North Pipeline Shutdown.

2) North Pipeline Shutdown. Contractor to plan for seven (7) days for pipeline shutdown to complete all associated activities.

a) **Insulating Flange Kit.** During the shutdown, Contractor to complete associated activities for installing insulating flange kits at the two existing valves.

b) **Air Valve Piping.** During the shutdown, Contractor to complete demolition and installation of air valve piping.

3) Post-North Pipeline Shutdown.

a) **Testing and Disinfection.** Contractor to complete testing and disinfection requirements associated with the newly installed Current Stray Retrofit, Insulating Flange Kit, and Air Valve Piping, as well as testing and disinfection required for bringing the pipeline back online.

b) Backfill, Compaction, and Site Restoration. Contractor to complete all associated activities for North Pipeline within timeframe identified in Schedule approved by Agency.

4) East Pipeline.

a) **Traffic Control.** Contractor to complete USA mark-out activities for East Pipeline before any excavation activities.

b) **Excavation.** Excavation, Joint Repair, and Electrical Continuity testing all to be completed before any backfill, compaction or site restoration begins.

c) **Backfill, Compaction, and Site Restoration.** Contractor to complete all activities associated for East Pipeline within timeframe identified in Schedule approved by Agency. Complete any remaining civil improvements at all sites, including installing marker balls for future pipeline locating, restoration of pavement, curb, gutter, sidewalk, landscaping, irrigation, and other required improvements and repairs.

*time duration, sequence requirements, and relationship are indicated in Section 01011

e. Contractor shall provide the estimated number of vehicles (dump trucks, concrete trucks, water trucks, and other construction vehicles) that will occupy 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.

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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.

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

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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:

David Pieper
Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308

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.

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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, and that the work shown is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. 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.

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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 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

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SECTION 01301 **MASTER LIST OF SUBMITTALS**

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 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 as specified in Specification Section 01298 – Schedule of Values;

5. Contractor Safety Plan and Injury Illness Prevention Plan (IIPP), and Confined Space Program. ;

6. Construction Schedule;

7. Traffic Control Plan in accordance with Kern County Public Works and City of Bakersfield requirements;

8. List of Submittals that includes expected dates to be submitted to Owner;

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 permits, including, but not limited to:

- Kern County Public Works Encroachment permit;
- City of Bakersfield Encroachment Permit;
- Traffic Management Plan (see Specification Section 01510 – Traffic Management Plan);

3. Access routes and staging area plan along with a description of intended uses;

4. Work Protection Plan;

5. Trench and Shoring Plan and Permit, Certifications, list of competent trenching and shoring persons, and any additional submittals as specified in Section 02202 – Trenching and Backfilling;

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6. Submittals required as listed and specified in Specification Section 09880 Corrosion Protection System;

7. All other administrative and conditional submittals as explained in Section 01300 – Submittal Procedures.

8. This is not an exhaustive list and Contractor shall refer to other submittals as required in specifications Division 2 through 15.

END OF SECTION

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SECTION 01400 **QUALITY CONTROL AND TESTING**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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.

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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.

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END OF SECTION

SECTION 01501 **TEMPORARY FACILITIES**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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 shall be responsible for obtaining and bringing water to the construction site which includes the following: maintaining access and haul roads, furnishing, operating, and maintaining all fittings, pumps, meters, piping, tanks, storage, and other facilities needed to load, transport, store, distribute, and use the water as specified.

2. Water for dust abatement and road maintenance shall be applied to haul roads and other dust producing areas as needed to prevent air pollution caused by excessive dust. Roads shall be maintained in good condition for safe and efficient operation while they are in use.

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.

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.

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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 excavation in any street 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 obtain access to the project site. Storage and laydown areas cannot be provided to the Contractor due to the project location in Public Right-of-Way. Before beginning site work, submit a plan showing Contractor’s intended use of the site. On-site parking for Contractor’s personnel shall be identified on plan submitted by the Contractor to the Agency.

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

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SECTION 01502 **PROTECTION OF UNDERGROUND FACILITIES AND SURVEY MONUMENTS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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

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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.

C. Prior to excavation, Contractor shall coordinate with Oil and Gas Utility. All work shall be in accordance with the Oil and Gas Utility procedures, such as the Construction Requirements in Proximity of Crimson Pipelines.

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

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SECTION 01510 **TRAFFIC MANAGEMENT PLAN**

Description of Contract:

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 WORK INCLUDES

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

B. Contractor shall construct substantial bridges at all points where it is necessary to maintain traffic across construction. Bridges in public streets, roads, and highways shall be acceptable to the authority having jurisdiction thereover. Bridges erected in private roads and driveways shall be adequate for the service to which they will be subjected. Bridges shall be provided with substantial guardrails and with suitably protected approaches. Foot bridges shall be not less than 4 feet wide, provided with handrails and uprights of dressed lumber. Bridges shall be maintained in place as long as the conditions of the work require their use for safety of the public, except that when necessary for the proper prosecution of the Work in the immediate vicinity of a bridge, the bridge may be relocated or temporarily removed for such period as Engineer may permit.

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

D. The type and location of signs, lights, flags, flagmen and other traffic control and safety devices shall be in accordance with the "Manual of Traffic Controls - Warning Signs, Lights, and Other Devices for Use in performance of Work Upon Highways," latest edition, issued by the State of California, Department of Transportation. Copies of the Manual may be obtained from the Permits Engineer, State Department of Transportation, or on the internet at www.dot.ca.gov.

E. Reflectivity of construction signs shall conform to the State Standard Specifications.

F. Based on all the above, Contractor shall determine the need for any signs, lights, flags, flagmen and any other traffic control and traffic safety devices and shall include all such costs in its bid. No other compensation will be made.

G. During non-construction periods, open trenches shall be covered with recessed trench plates per Local Jurisdiction Standard Drawings.

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1.2 RELATED WORK – NOT USED.

1.3 SUBMITTALS

A. Submittals shall be in accordance with the Standard General Conditions and the Supplementary Conditions.

B. Submittal 01510-1 – Traffic Management Plan:

1. Submit all shop drawings, installation instructions and approved permits from the city, county or state associated with the Traffic Management Plan.

C. Encroachment Permits

1.4 QUALITY ASSURANCE

A. Traffic Management shall meet the requirement set forth in the State of California Traffic Management Guidelines, see link below.

B. http://www.dot.ca.gov/hq/traffops/trafmgmt/tmp_lcs/files/TMP_Guidelines.pdf

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 PERMITS

A. An Encroachment Permit from the City of Bakersfield shall be obtained by the Contractor.

1. The Contractor is responsible for the preparation of two traffic control plans, warning sign plan for construction vehicles entering and exiting the roadways that complies with the City's permit requirements.

2. Contractor shall complete the City of Bakersfield Encroachment Permit Application as required.

3. Location of City of Bakersfield Public Works – Traffic Engineering Division, 1600 Truxtun Avenue, 2nd Floor, Bakersfield, CA 93301

B. An Encroachment Permit from the Kern County Public Works shall be obtained by the Contractor.

1. The Contractor is responsible for the preparation of two traffic control plans, warning sign plan for construction vehicles entering and exiting the roadways that complies with the County's permit requirements.

2. Contractor shall complete the Kern County Public Works Encroachment Permit Application as required.

C. Contractor shall include permit fees in its bid. No other compensation will be made.

END OF SECTION

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SECTION 01700 **CONTRACT CLOSEOUT**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

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.

B. All roads and sites shall be restored and cleaned prior to substantial completion and to the satisfaction of Kern County Public Works or City of Bakersfield and per its permit requirements. In the event of Contractor's failure to do so, the same may be performed by the Owner, and such clean-up shall be at the expense of the Contractor and will be deducted from the final payment due him.

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 documents shall be reviewed during progress meetings to ascertain that all changes have been recorded.

C. Store Record Documents separate from documents used for construction.

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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. Curbing and sidewalks

3. Exposed structure surfaces

4. Exposed piping and air valve surfaces

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

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END OF SECTION

SECTION 01900 **EXPLANATION OF BID ITEMS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 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.

D. All bid items listed below should include Worker Protection. Payment for Worker Protection shall be considered full compensation for all labor, materials, tools, equipment and incidentals for providing for worker protection in and around the construction area which includes but is not limited to, caving ground in excavations, equipment spotters and other hazards that may occur during construction and at all other times, including but not limited to weekends, holidays, and non-working hours.

1.2 BID ITEMS

Bid Item 1 – Mobilization, Demobilization, Clean-up, Bonds, Insurance and Permits, and Worker Protection: 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 – Miscellaneous Facilities and Operations: The lump sum bid shall include the cost for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in this section and as specified in the contract documents; work includes but is not limited to preparation and implementation of Traffic Management Plans acceptable to the City of Bakersfield and Kern County Public Works; obtaining and complying with encroachment permits; providing

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traffic control; maintaining drainage; protection and support of existing facilities; locating and potholing existing utilities; construction of other access and staging areas; general project clean up; submittal of Record Drawings; warranting the Work; and all costs for miscellaneous work shown and described in the Plans and Specifications, and not included in other bid items. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Providing traffic control includes, but is not limited to, the aforementioned Traffic Control Plan(s), acceptable to the City and/or County, K-rail materials, installation, and removal, lane closures, on-site personnel such as flaggers, and fuel.

Bid Item 3 – Excavation, Backfill, and Restoration – Payment for this item will be considered full compensation for each site (North and East). For each site, work will include, but is not limited to, furnishing for all labor, materials, tools, and equipment for doing all work involved in excavating, backfilling, and restoring to existing condition. The North site unit price is considered lump sum. The North site includes two separate work sites, a pit for completing the installation of the Stray Current Retrofit and Insulating Flange Kits, and a trench for replacement of Air Valve Piping. The East site unit price is considered per joint repair along the existing pipeline. The East site includes two separate work sites along the existing pipeline, to expose the existing five (5) joints that are electrically discontinuous and complete the Bonding Clip Repairs. Contractor is responsible for Chip and Restore Cement Mortar at both North and East sites. Contractor is responsible for Confined Space Support at North and East sites. Potholing is expected to be approximately three (3) at North site, and three (3) at the East site.

Bid Item 4 – Stray Current Retrofit – Payment for this item will be considered full compensation for the labor, materials, installation, and testing of the item. The Stray Current Retrofit will be only for the North site.

Bid Item 5 – Air Valve Piping – Payment for this item will be considered full compensation for the labor, materials, demolition, and installation of all components of the air valve and air valve piping, excluding existing security cover and existing air valve. The Air Valve Piping will be only for the North site. Agency will perform disinfection by utilizing the existing system's residual concentration, but the Contractor is required to perform a spray down disinfection (per AWWA standards) on any new parts that are installed on the pipeline that come in contact with the water supply. Contractor shall also perform spray down disinfection to any existing components that are accessible and had the potential to become contaminated during construction.

Bid Item 6 – Insulating Flange Kit – Payment for this item will be considered full compensation for labor and materials for installation of two insulating flange kits. The Insulating Flange Kits will be only for the North site. Agency will perform disinfection by utilizing the existing system's residual concentration, but the Contractor is required to perform a spray down disinfection (per AWWA standards) on any new parts that are installed on the pipeline that come in contact with the water supply. Contractor shall also perform spray down disinfection to any existing components that are accessible and had the potential to become contaminated during construction.

Bid Item 7 – Bonding Clip Repair at East Pipeline – Payment for this item will be considered full compensation per each occurrence for repairing a joint(s) to restore electrical continuity. The work will include, but is not limited to labor, materials, tools, and equipment for completing the joint repair on the pipeline.

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

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SECTION 02202 **TRENCHING AND BACKFILLING**

Description of Contract: KERN COUNTY WATER AGENCY
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 SCOPE

A. This section covers clearing, grubbing, and preparation of the site; removal and disposal of all debris; excavation and trenching; tunneled (trenchless construction) crossings; the handling, storage, transportation, and disposal of all excavated material; all necessary sheeting, shoring, and protection work; preparation of subgrades; pumping and dewatering as necessary; protection of adjacent property; backfilling; pipe embedment; surfacing and grading; and other appurtenant work.

1.2 GENERAL

A. With reference to the terms and conditions of the construction standards for excavations set forth in OSHA "Safety and Health Regulations for Construction", Chapter XVII of Title 29, CFR, Part 1926, Contractor shall employ a competent person and, when necessary based on the regulations, a licensed or registered professional engineer in the state of California, to act upon all pertinent matters of the work of this section.

1.3 SUBMITTALS

A. Drawings and Data – General

B. Drawings, specifications, and data covering the proposed materials shall be submitted in accordance with the Submittals Procedures section.

C. Certifications:

1. At least 30 days before starting construction on the sheeting and shoring, and in accordance with the OSHA requirements identified above, the Contractor shall ensure that the sheeting and shoring design engineer shall complete and submit to Engineer the Temporary Excavation Design Certificate (specification 02202 F1 – Temporary Excavation Design Certificate) and the Contractor shall use the sheeting and shoring design. If required by the OSHA requirements identified above or to protect existing facilities, the Contractor shall submit a separate certificate for each unique design. If required for protection of existing facilities or as required by the OSHA regulations identified above, the certificate(s) shall be signed and sealed by the registered professional engineer that designed the protection system.

D. Embedment and Backfill Materials:

1. Complete test results covering tests performed by an independent commercial testing laboratory retained by the Agency for all materials described in the Materials Testing section shall be submitted.

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PART 2 PRODUCTS

2.1 MATERIALS

A. Polyethylene Film:

1. Polyethylene film beneath concrete slabs or slab base course material shall be Product Standard PS17, 6 mil minimum thickness.

B. Backfill Materials:

1. Job Excavated Material:

a. All pipeline trenches shall be backfilled and compacted in accordance with local jurisdictional standards as applicable. Job excavated material may be used for either uncompacted or compacted trench backfill when the job excavated material is finely divided and free from debris, organic material, cinders, corrosive material, and stones larger than 3 inches in greatest dimension. Masses of moist, stiff clay shall not be used.

b. If contaminated soils are encountered at any time, then Contractor shall remove and dispose of soils at Contractor's expense.

2. Inundated Sand Fill:

a. Imported sand shall have a minimum sand equivalent of 30 per CALTRANS Test 217 with 100% passing a 3/8 inch sieve and not more than 5" passing a 200 – mesh sieve. Sand fill shall be clean, with not more than 25 percent retained on a No. 4 sieve and not more than 5percent passing a No. 200 sieve, and shall have an effective size between 0.10 and 0.30 mm.

C. Controlled Low Strength Material (CLSM) Fill:

1. CLSM shall consist of a mixture of Portland cement, fly ash, sand, and water and shall be placed at locations indicated on the Drawings or as directed by Engineer. The class of CLSM shall be as specified below.

2. The type of cement in CLSM shall be ASTM C150 Type II. or ASTM C150 Type V. The class of fly ash in CLSM shall be ASTM C618 Class C or ASTM C618 Class F, except loss on ignition shall not exceed 4 percent. Fine aggregate in CLSM shall be clean natural sand, ASTM C33, except that clay particles shall not exceed one percent. Water in CLSM shall be potable.

3. Contractor shall design and test the CLSM and submit the mix design and test results to Engineer for review and acceptance. Initial set time shall be 8 hours plus or minus one hour as determined by ASTM C403. CLSM shall have an efflux time of 10 to 26 seconds through a special flow cone with a 1/2 inch discharge tube.

4. The batch proportions accepted by Engineer shall apply only for materials from the same source and having the same characteristics as the materials used in the mix design. Materials from any other source shall be used only with the acceptance of Engineer. If a change in sources of materials is proposed, a new mix design shall be developed by Contractor before the new material is used. When unsatisfactory results or other conditions make it necessary, Contractor shall develop a new mix design to obtain the desired results.

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5. During the progress of the work, no change shall be made in the batch proportions of the ingredients without the acceptance of Engineer.

6. Class B CLSM:

a. The initial trial mixture for Class B CLSM shall consist of the following minimum proportions per cubic yard:

1) Cement 100 lb

2) Fly Ash 100 lb

3) Sand (SSD) 2760 lb

4) Water 386 lb

5) Air Entraining Agent 5 percent

6) Compressive strength Range at 56 days 125-250 psi

D. Pipe Embedment Material:

1. Pipe embedment material shall be placed as indicated in local jurisdictional standards.

2. Hand Placed Embedment

a. Hand placed embedment shall be finely divided job excavated or imported material, free from organic materials, debris, and stones.

3. Compacted Embedment

a. Compacted embedment shall be finely divided job excavated material free from debris, organic material, and stones.

2.2 MATERIALS TESTING

A. Preliminary Review of Materials:

1. As stipulated in the Quality Control section, all tests required for preliminary review of materials shall be made by an acceptable independent testing laboratory at the expense of the Agency. Two initial gradation tests shall be made for each type of embedment, fill, backfill, or other material, and one additional gradation test shall be made for each additional 500 tons of each material delivered to the site. In addition, one set of initial Atterberg Limits test shall be made for each fill materials containing more than 20 percent by weight passing the No. 200 sieve. One additional Atterberg Limits test shall be made for each additional 500 tons of each material delivered to the site.

2. All material testing on CLSM shall be made by an independent testing laboratory at the expense of the Agency.

B. Field Testing Expense:

1. All moisture-density (Proctor) tests and relative density tests on the materials, and all in-place field density tests, shall be made by an independent testing laboratory at the expense of the Agency. Contractor shall provide access to the materials and work area and shall assist the laboratory as needed in obtaining representative

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samples. Any retests due to the Contractor's failure to properly compact is at the expense of the Contractor.

C. Required Tests:

1. For planning purposes, the following guidelines shall be used for frequency of field tests. Additional tests shall be performed as necessary for job conditions and number of failed tests. Test results shall be submitted as specified in the Submittals Procedures section.

a. Two moisture density (Proctor) tests in accordance with ASTM D698 (or, when required, ASTM D1557).

b. In-place field density and moisture tests (ASTM D6938) at intervals of every 1-foot lift along trench.

c. One in-place density and moisture test (ASTM D6938) whenever there is a suspicion of a change in the quality of moisture control or effectiveness of compaction.

d. Additional gradation, Proctor, and relative density tests whenever the source or quality of material changes.

e. Testing of CLSM shall be as follows:

1) Compressive Strength. For every 200 cubic yards of CLSM placed, fill four 6 by 12 inch plastic cylinder molds to overflowing and then tap sides lightly. Cure cylinders in the molds covered until time of testing, at least 14 days. Strip the cylinders carefully using a knife to cut away the plastic mold. Cap the cylinders with high strength gypsum plaster or other capping process that will not break these low strength materials. Test cylinders in accordance with ASTM C39. Two cylinders shall be tested at 7 days and the other two cylinders shall be tested at 56 days.

2) Flow of Fill. Once each day that CLSM is placed, test the fill material in accordance with ASTM C939 for the efflux time. Wet screening may be required to remove coarse particles.

3) Unit Weight and Yield. Once each day that CLSM is placed, determine unit weight and yield in accordance with ASTM C138.

4) Air Content. Once each day that CLSM is placed, determine air content in accordance with ASTM C231.

5) Penetration Resistance. Once each day that CLSM is placed, determine early bearing strength in accordance with ASTM C403 penetration procedure.

PART 3 EXECUTION

3.1 CLEARING

A. All clearing shall be performed as necessary for access, stringing of pipeline materials, and construction of the pipeline and appurtenant structures.

3.2 EXCAVATION

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A. Excavations shall provide adequate working space and clearances for the work to be performed therein and for installation and removal of concrete forms. In no case shall excavation faces be undercut for extended footings.

B. Subgrade surfaces shall be clean and free of loose material of any kind when concrete is placed thereon.

C. Except where exterior surfaces are specified to be damp-proofed, monolithic concrete manholes and other concrete structures or parts thereof, which do not have footings that extend beyond the outside face of exterior walls, may be placed directly against excavation faces without the use of outer forms, provided that such faces are stable and also provided that a layer of polyethylene film is placed between the earth and the concrete.

D. Excavations for manholes and similar structures constructed of masonry units shall have such horizontal dimensions that not less than 6 inches clearance is provided for outside plastering.

E. Classification of Excavated Materials:

1. No classification of excavated materials will be made for payment purposes. Excavation and trenching work shall include the removal and subsequent handling of all materials excavated or otherwise removed in performance of the work, regardless of the type, character, composition, or condition thereof.

F. Preservation of Trees:

1. No trees shall be removed outside excavated or filled areas, unless their removal is authorized by Owner. Trees left standing shall be adequately protected from permanent damage by construction operations.

G. Dewatering:

1. Dewatering equipment shall be provided to remove and dispose of all surface water and groundwater entering excavations, trenches, or other parts of the work. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the structure or tunnel to be built, or the pipe to be installed therein, is completed to the extent that no damage from hydrostatic pressure, flotation, or other cause will result.

2. All excavations for concrete structures or trenches which extend down to or below groundwater shall be dewatered by lowering and keeping the groundwater level to the minimum depth of 12 inches, beneath such excavations. The specified dewatering depth shall be maintained below the prevailing bottom of excavation at all times.

3. Surface water shall be diverted or otherwise prevented from entering excavations or trenches to the greatest extent possible without causing damage to adjacent property.

4. Contractor shall be responsible for the condition of any pipe or conduit which he may use for drainage purposes, and all such pipe or conduit shall be left clean and free of sediment.

5. Contractor shall obtain from the appropriate agencies and authorities, the dewatering and stormwater discharge permits required to remove and dispose of

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groundwater, surface water, and any other water used in Contractor's operations. The permits shall be obtained prior to start of construction.

H. Sheeting and Shoring:

1. Except where banks are cut back on a stable slope, excavations for structures and trenches shall be supported with steel sheet piling and shoring as necessary to prevent caving or sliding.

2. Sheet piling or other excavation support systems shall be installed as necessary to limit the extent of excavations for deeper structures and to protect adjacent structures and facilities from damage due to excavation and subsequent construction. Contractor shall assume complete responsibility for, and shall install adequate protection systems for prevention of damage to existing facilities.

3. Sheeting, shoring and excavation support systems shall be designed by a professional engineer registered in the state where the project is located.

4. Trench sheeting may be removed if the pipe strength is sufficient to carry trench loads based on trench width to the back of sheeting. Trench sheeting shall not be pulled after backfilling. Where trench sheeting is left in place, it shall not be braced against the pipe, but shall be supported in a manner which will preclude concentrated loads or horizontal thrusts on the pipe. Cross braces installed above the pipe to support sheeting may be removed after pipe embedment has been completed. Trench sheeting shall be removed unless, in the opinion of Engineer, removal of the sheeting will cause damage to the facility it is protecting or loss of necessary piping support from the piping embedment. If left in place, the sheeting shall cut off 12 inches below finished grade. The design of the support system shall be such as to permit complete removal while maintaining safety and stability at all times.

5. A movable trench support may be used, provided care is exercised in placing and moving the trench box or support bracing to prevent movement of the pipe and bedding and backfill material meets the required compaction without voids.

I. Stabilization:

1. Sub-grades for concrete structures and trench bottoms shall be firm, dense, and thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact under the feet of the workers.

2. Sub-grades for concrete structures or trench bottoms which are otherwise solid, but which become mucky on top due to construction operations, shall be reinforced with crushed rock or gravel as specified for granular fills. The stabilizing material shall be placed in a manner that no voids remain in the granular fill. All excess granular fill with unfilled void space shall be removed. The finished elevation of stabilized sub-grades shall not be above sub-grade elevations indicated on the Drawings.

3.3 TRENCH EXCAVATION

A. Trench excavation shall follow all applicable permits.

B. No more trench shall be opened in advance of pipe laying than is necessary to expedite the work. One block or 400 feet, whichever is the shorter, shall be the maximum length of open trench on any line under construction.

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C. Except where tunneling is indicated on the Drawings, is specified, or is permitted by Engineer, all trench excavation shall be open cut from the surface.

D. Prior to excavation, Contractor shall contact local underground alert hotlines, “Dig Safe” and/or individual utility owners for marking underground utilities. Once utilities are marked, Contractor shall hand dig or pothole to expose the existing utilities. A survey shall be made of the utility size, material, location, and elevation prior to trench excavation and information shall be recorded on the record Drawings maintained by the Contractor.

E. Alignment, Grade, and Minimum Cover:

1. Where pipe grades or elevations are not definitely fixed by the Drawings, trenches shall be excavated to a depth sufficient to provide a minimum depth of backfill cover over the top of the pipe of 96 inche over pipes below paved and graded streets and, of 96 inches over pipes in other locations. Greater pipe cover depths may be necessary on vertical curves or to provide adequate clearance beneath existing pipes, conduits, drains, drainage structures, or other obstructions encountered at normal pipe grades. Measurement of pipe cover depth shall be made vertically from the outside top of pipe to finished ground or pavement surface elevation, except where future surface elevations are indicated on the Drawings.

F. Mechanical Excavation:

1. The use of mechanical equipment will not be permitted in locations where its operation would cause damage to trees, buildings, culverts, or other existing property, utilities, or structures above or below ground. In all such locations, hand excavating methods shall be used.

2. Mechanical equipment used for trench excavation shall be of a type, design, and construction, and shall be so operated, that the rough trench excavation bottom elevation can be controlled, and that trench alignment is such that pipe, when accurately laid to specified alignment, will be centered in the trench with adequate sidewall clearance. Undercutting the trench sidewall to obtain sidewall clearance will not be permitted.

G. Cutting Concrete Surface Construction:

1. Cuts in concrete pavement and concrete base pavements shall be no larger than necessary to provide adequate working space for proper installation of pipe and appurtenances. Cutting shall be started with a concrete saw in a manner which will provide a clean groove at least 1-1/2 inches deep along each side of the trench and along the perimeter of cuts for structures.

2. Concrete pavement and concrete base pavement over trenches excavated for pipelines shall be removed so that a shoulder not less than 6 inches in width at any point is left between the cut edge of the pavement and the top edge of the trench. Trench width at the bottom shall not be greater than at the top and no undercutting will be permitted. Pavement cuts shall be made to and between straight or accurately marked curved lines which, unless otherwise required, shall be parallel to the center line of the trench.

3. Pavement removal for connections to existing lines or structures shall not exceed the extent necessary for the installation.

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4. Where the trench parallels the length of concrete walks, and the trench location is all or partially under the walk, the entire walk shall be removed and replaced. Where the trench crosses drives, walks, curbs, or other surface construction, the surface construction shall be removed and subsequently replaced between existing joints or between saw cuts as specified for pavement.

H. Excavation Below Pipe Sub-grade:

1. Except where otherwise required, pipe trenches shall be excavated below the underside of the pipe to provide for the installation of granular embedment.

2. Bell holes shall provide adequate clearance for tools and methods used for installing pipe. No part of any bell or coupling shall be in contact with the trench bottom, trench walls, or granular embedment when the pipe is jointed.

I. Artificial Foundations in Trenches:

1. Whenever unsuitable or unstable soil conditions are encountered, Contractor shall notify Engineer immediately. When authorized by the Engineer, trenches shall be excavated below grade and the trench bottom shall be brought to grade with suitable material. In such cases, adjustments will be made in the Contract Price in accordance with the provisions of the General Conditions.

J. Over-Excavation:

1. Over-excavation carried below the grade, unless authorized by the Engineer, shall be backfilled to the required grade with material acceptable to the Engineer and compacted to the satisfaction of the Engineer, at no additional cost to the Agency.

3.4 PIPE EMBEDMENT

A. Embedment materials both below and above the bottom of the pipe, classes of embedment to be used, and placement and compaction of embedment materials shall conform to the requirements indicated by local jurisdictional standards and to the following supplementary requirements.

B. Embedment material shall contain no cinders, clay lumps, or other material which may cause pipe corrosion.

C. Embedment Classes:

1. Class B Embedment:

a. Class B bedding shall be used for all steel, ductile iron, bar-wrapped concrete, and vitrified clay pipelines, and for all other pipelines not otherwise specified.

D. Placement and Compaction:

1. Granular Embedment:

a. Granular embedment material shall be spread and the surface graded to provide a uniform and continuous support beneath the pipe at all points between bell holes or pipe joints. It will be permissible to slightly disturb the finished subgrade surface by withdrawal of pipe slings or other lifting tackle.

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b. After each pipe has been graded, aligned, and placed in final position on the bedding material, and shoved home, sufficient pipe embedment material shall be deposited and compacted under and around each side of the pipe and back of the bell or end thereof by shovel slicing or other suitable methods to hold the pipe in proper position and alignment during subsequent pipe jointing and embedment operations.

c. Placing and compaction of embedment material shall not damage the pipe coating or polyethylene encasement. Embedment material shall not be dumped directly on the pipe or polyethylene encasement unless a suitable temporary isolation layer such as a 60 mil HDPE sheeting, is used to cover the pipe and polyethylene encasement.

d. Embedment material shall be deposited and compacted uniformly and simultaneously on each side of the pipe to prevent lateral displacement.

e. Granular embedment shall be placed in layers not more than 6 inches deep and compacted as specified.

f. Each lift of granular embedment material shall be vibrated with a mechanical probe type vibrator or shovel sliced during placement to ensure that all spaces beneath the pipe are filled. Granular embedment shall be placed in maximum lift thickness of 6 inches and compacted. Each lift of embedment material shall be compacted with three passes (round trip) of a platform type vibrating compactor and to at least 70 percent relative density as determined by ASTM D4253 and D4254.

g. Where indicated on the Drawings or where silt, fine sand, or soft clay soils are encountered below groundwater, migration of soil into the embedment material shall be prevented by installing filter fabric Type A, or by using graded gravel in place of granular embedment. Filter fabric shall be placed on the trench surfaces so that it completely surrounds the embedment material. Joints shall be lapped 12 inches.

h. Unless otherwise indicated on the Drawings, where pipes pass through water-containing embankments, granular embedment material shall be omitted and the trench bottom shall be graded to provide uniform and continuous support for the pipe. The pipe shall be embedded in embankment material containing no rocks or stones. The embedment material shall be compacted to the same density as the existing embankment or to at least 95 percent relative compaction in accordance with ASTM D698, whichever is higher.

2. Compacted Embedment:

a. Compacted embedment shall be placed in uniform layers not more than 12 inches thick and compacted to not less than 95% maximum density as determined by ASTM D698 and local jurisdiction.

3. Hand Placed Embedment:

a. Hand placed embedment shall be placed by hand shovels or using methods that prevent dropping the material for more than 24 inches above the pipe. Hand placed embedment shall be lightly tamped using hand equipment. Care shall be taken so as to not damage the pipe or coating.

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4. Compaction - Trench Box Support Systems:

a. Where trench box support systems are used embedment compaction shall be performed outside the limits of the trench box so that relocating the trench box will not disturb the compacted embedment. Where necessary to protect workers, the compaction may be performed by compaction rollers or other compaction systems that are operated from above the trench and achieve the required compaction.

b. Trench boxes for earth trenches shall be positioned such that the bottom of the trench box is no lower than approximately two feet above the bottom of pipe invert elevation so that initial compaction of the haunch area of the pipe, from within the trench box, extends the full width of trench. Trenches shall be shaped to support the trench box above the bottom of trench.

c. When in rock and where it is not practicable to shape the trench to provide the trench box support above the bottom of the trench, initial compaction of the haunch area may be performed within the trench box.

d. Final compaction of the haunch area and all other compaction shall be performed outside the limits of the trench box after the trench box has advanced into the next section of trench.

E. Groundwater Barrier:

1. Continuity of embedment material shall be interrupted by low permeability groundwater barriers to impede passage of water through the embedment. Groundwater barriers for sewer lines that contain manholes with cast-in-place bases shall be compacted soil around each manhole, extending through any granular material beneath the manhole, and meeting ASTM D2487 soil classification GC, SC, CL, or ML-CL and shall be compacted to at least 95 percent of maximum density with moisture content within 2 percent of the optimum moisture content (ASTM D698). Material may be finely divided, suitable job excavated material, free from stones, organic matter, and debris.

2. Groundwater barriers for sewer lines that contain manholes with precast (developed) bases and for all other pipelines shall be soil plugs of 3 feet in width, extending the full depth and width of granular material, and spaced not more than 400 feet apart. The soil plugs shall be constructed from soil meeting ASTM D2487 classification GC, SC, CL, or ML, and compacted to 95 percent of maximum density at near the optimum moisture content (ASTM D698).

3.5 TRENCH BACKFILL

A. All disinfection and leakage testing to be completed prior to backfilling.

B. All trench backfill above pipe embedment shall conform to the following requirements.

C. A layer of backfill material not more than 8 inches deep may be placed over concrete arch encasement or concrete thrust blocking after the concrete has reached its initial set, to aid curing. No additional backfill shall be placed over arch encasement or blocking until the concrete has been in place for at least 3 days.

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D. Compacted Backfill:

1. Compacted backfill will be required for the full depth of the trench above the embedment in the following locations:

   a. Where beneath pavements, surfacings, driveways, curbs, gutters, walks, or other surface construction or structures.

   b. Where in street, road, or highway shoulders.

   c. In established lawn areas.

2. Trench backfill material shall be suitable job excavated material and shall be as specified herein.

3. Job Excavated Material:

   a. Job excavated materials shall be placed in uniform layers not exceeding 8 inches in uncompacted thickness. Each layer of material shall have the best possible moisture content for satisfactory compaction. The material in each layer shall be wetted or dried as needed and thoroughly mixed to ensure uniform moisture content and adequate compaction. Increased layer thickness may be permitted for noncohesive material if Contractor demonstrates to the satisfaction of Engineer that the specified compacted density will be obtained. The method of compaction and the equipment used shall be appropriate for the material to be compacted and shall not transmit damaging shocks to the pipe. Job excavated material shall be compacted to 95 percent of maximum density at a moisture content within 2 percent of the optimum moisture content as determined by ASTM D698 or ASTM D1557 when that test is appropriate, or to 70 percent relative density as determined by ASTM D4253 and D4254 when those tests are appropriate.

E. Ordinary Backfill:

1. Compaction of trench backfill above pipe embedment in locations other than those specified will not be required except to the extent necessary to prevent future settlement. Contractor shall be responsible for backfill settlement as specified.

2. Ordinary earth backfill material to be placed above embedments shall be free of brush, roots more than 2 inches in diameter, debris, cinders, and any corrosive material, but may contain rubble and detritus from rock excavation, stones, and boulders in certain portions of the trench depth.

3. Backfill material above embedments shall be placed by methods which will not impose excessive concentrated or unbalanced loads, shock, or impact on installed pipe, and which will not result in displacement of the pipe.

4. Compact masses of stiff clay or other consolidated material more than 1 cubic foot in volume shall not be permitted to fall more than 5 feet into the trench, unless cushioned by at least 2 feet of loose backfill above pipe embedment.

5. No trench backfill material containing rocks or rock excavation detritus shall be placed in the upper 18 inches of the trench, nor shall any stone larger than 8 inches in its greatest dimension be placed within 3 feet of the top of pipe. Large stones

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may be placed in the remainder of the trench backfill only if well separated and so arranged that no interference with backfill settlement will result.

F. Water-Settled Earth Backfill:

1. Settlement or consolidation of trench backfill using water jetting or ponding shall not be performed.

G. Controlled Low Strength Material (CLSM):

1. CLSM shall not be placed on frozen ground. Batching, mixing, and placing of CLSM may be started when weather conditions are favorable and when the temperature is at least 34°F and rising. At time of placement, CLSM shall have a temperature of at least 40°F. Mixing and placing shall stop when the temperature is 38°F and falling. Each filling stage shall be as continuous an operation as is practicable.

2. CLSM shall be discharged from the mixer by an acceptable procedure into the area to be filled. CLSM shall be placed to limits indicated on the Drawings. Mixing CLSM with in-situ soil shall be avoided.

3. When CLSM is placed as backfill against structures, the fill shall be placed in lifts of 2 to 3 feet and the next lift shall not be placed until the previous lift has taken initial set and at least 16 hours have elapsed from the end of placement. Lift thickness shall be reduced as necessary to prevent floatation of the structure.

4. When CLSM is placed over culverts or pipelines, they shall be anchored to prevent flotation during the placement of CLSM. Unless otherwise required, CLSM shall be placed to one foot below subgrade elevation if the subgrade elevation is not more than 5 feet over the top of the culvert or pipe. If the subgrade is more than 5 feet over the top of the culvert or pipe, CLSM shall be placed to an elevation 2 feet over the top of the culvert or pipe, and the remainder shall be backfilled with soil designated by Engineer.

3.6 DRAINAGE MAINTENANCE

A. Trenches across roadways, driveways, walks, or other trafficways adjacent to drainage ditches or watercourses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the trafficway, to prevent impounding water after the pipe has been laid. Bridges and other temporary structures required to maintain traffic across such unfilled trenches shall be constructed and maintained by Contractor. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. All material deposited in roadway ditches or other watercourses crossed by the line of trench shall be removed immediately after backfilling is completed, and the original section, grades, and contours of ditches or watercourses shall be restored. Surface drainage shall not be obstructed longer than necessary.

3.7 FINAL GRADING AND PLACEMENT OF TOPSOIL

A. After other outside work has been finished, and backfilling and embankments completed and settled, all areas which are to be graded shall be brought to grade at the indicated elevations, slopes, and contours. All cuts, fills, embankments, and other areas which have been disturbed or damaged by construction operations shall be surfaced with topsoil to a depth of at least 4 inches. Topsoil shall be of a quality at least equal to the existing topsoil in adjacent areas, free from trash, stones, and debris, and well suited to support plant

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growth. Topsoil required to provide the minimum thickness shall be imported and placed at no additional cost to the Owner.

B. Use of graders or other power equipment will be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to manual methods. All surfaces shall be graded to secure effective drainage. Unless otherwise indicated, a slope of at least 1 percent shall be provided.

C. Final grades and surfaces shall be smooth, even, and free from clods and stones, weeds, brush, and other debris.

3.8 DISPOSAL OF EXCESS EXCAVATED MATERIALS

A. Disposal of excess material from trench excavations on plant and major facility construction sites shall be accomplished as specified in the Excavation and Fill for Structures section of the Specifications for the major construction.

B. Disposal of excess material from trench excavation sites shall be as follows. Except as otherwise permitted, all excess excavated materials shall be disposed of away from the site.

C. Broken concrete and other debris resulting from pavement or sidewalk removal, excavated rock in excess of the amount permitted to be installed in trench backfill, debris encountered in excavation work, and other similar waste materials shall be disposed of away from the site.

D. Excess earth from excavations located in unimproved property may be distributed directly over the pipe trench and within the pipeline right-of-way to a maximum depth of 6 inches above the original ground surface elevation at and across the trench and sloping uniformly each way. Material thus wasted shall be carefully finished with a drag, blade machine, or other suitable tool to a smooth, uniform surface without obstructing drainage at any point. Wasting of excess excavated material in the above manner will not be permitted where the line of trench crosses or is within a railroad, public road, or highway right-of-way. The disposal of waste and excess excavated materials, including hauling, handling, grading, and surfacing, shall be a subsidiary obligation of Contractor and no separate payment will be made therefore.

3.9 SETTLEMENT

A. Contractor shall be responsible for all settlement of trench backfill which may occur within the correction period stipulated in the General Conditions.

B. Contractor shall make, or cause to be made, all repairs or replacements made necessary by settlement within 30 days after notice from Engineer or Agency.

END OF SECTION

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TEMPORARY EXCAVATION
DESIGN CERTIFICATE – Figure 1 – 02202

I, the undersigned professional engineer licensed in the state where the earthwork is located, hereby certify that the temporary excavation for the _____(structure name) excavation at _____ (structure location) has been designed by me, is appropriate for the _____ (structure name), as represented to me, and is in compliance with the Contract Documents (including protecting adjacent structures, utilities, and other facilities from damage, and not providing a temporary earth retention design to Contractor that includes soldier piles with steel plate lagging, slide rail systems, and trench shields).

Name: _____ State of License: _____

Signature: _____ P.E. Number _____

Date: _____

_____
(Seal)

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SECTION 09880 **CORROSION PROTECTION SYSTEM**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 SCOPE

A. Scope of supply shall include furnishing, installation, and testing of the corrosion monitoring and stray current mitigation equipment as specified herein for the exterior surfaces of designated underground metallic piping.

B. Installation of corrosion control components shall be in accordance with the following specifications and the details contained in the Contract Documents. All installation practices and components shall be approved by the Design Engineer.

1.2 ITEMS FURNISHED BY OTHERS AND INTERFACES

A. Not used.

1.3 PERFORMANCE AND DESIGN REQUIREMENTS

A. Performance and design requirements for the equipment to be furnished under this section of these specifications are indicated herein. The Contractor shall be responsible for all specified testing and the furnishing and proper installation of all materials and equipment, as specified herein and as indicated on the Drawings.

B. The Contractor shall obtain the services of a qualified Corrosion Engineer to supervise the installation and perform testing of the cathodic protection systems. Installation and testing of cathodic protection systems shall cover all components herein; however, testing and installation of joint bonds can be performed by the Contractor. Corrosion Engineer refers to a registered professional engineer with certification or licensing that includes education and experience in cathodic protection of buried or submerged metal structures, or a person accredited or certified by AMPP/NACE International at the level of Corrosion Specialist or Cathodic Protection Specialist. Such a person shall have not less than five years of experience in the cathodic protection of underground or submerged piping. The Contractor shall submit evidence of the qualifications of the Corrosion Engineer to the Agency for review and approval.

1.4 CODES AND STANDARDS

A. Work performed under these specifications shall be done in accordance with the following codes and standards. Unless otherwise specified, the applicable governing edition and addenda to be used for all references to codes or standards specified herein shall be interpreted to be the jurisdictionally approved edition and addenda. If a code or standard is not jurisdictionally mandated, then the current edition and addenda in effect at the date of this document shall apply. These references shall govern the work except where they conflict

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with the Agency's specifications. In case of conflict, the latter shall govern to the extent of such difference:

NACE International SP0169	Control of External Corrosion on Underground or Submerged Metallic Piping Systems
NACE International SP0177	Mitigation of Alternating Current and Lightning Effects on Metallic Structures and Corrosion Control Systems
NACE International TM0497	Measurement Techniques Related to Criteria for Cathodic Protection on Underground or Submerged Metallic Piping Systems
NACE International SP0286	The Electrical Isolation of Cathodically Protected Pipelines
ISO 15589-1	Cathodic Protection of Pipeline Systems – Part 1: On-land Pipelines
National Fire Protection Association NFPA 70®	National Electrical Code

1.5 MATERIALS

A. Follow applicable Standards for corrosion control.

B. Supplied by the manufacturer(s) regularly engaged in the production of corrosion control materials.

1.6 APPROVED MANUFACTURERS OF COMPONENTS

A. For the following components, only the listed manufacturers are recognized as maintaining the level of quality of workmanship required by these specifications. If the Supplier wants to propose a nonlisted manufacturer that is considered to provide an equivalent level of quality, this manufacturer must be identified and supporting testimony provided. Acceptance of the manufacturer as a substitute is at the discretion of the Agency:

Component	**Manufacturer**
Cathodic Protection Equipment	Corrpro Companies, Inc.; Norton Corrosion Limited; Mesa Products, Inc.; Farwest Corrosion Control; M.C. Miller Co., Inc.; Stuart Steel Protection Corp.

B. Catalog cuts of all materials to be installed shall be required and shall be submitted for approval.

1.7 INSTALLATION

A. The installation of underground piping corrosion monitoring and stray current mitigation systems shall be under the supervision of the Corrosion Engineer.

1.8 POST-INSTALLATION TESTING

A. The post-installation testing shall be performed by the Corrosion Engineer.

B. The post-installation testing is to be considered part of the defined Scope of Work, and all associated costs are the responsibility of the Contractor unless specifically identified as a

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Bid Option or Agency-conducted. Tests identified as an option are to be priced separately. If identified as Agency-conducted, costs for the initial test will be the responsibility of the Agency. However, the Contractor is responsible for all costs associated with correcting deficiencies and retesting in the event of a test failure.

1.9 TECHNICAL ATTACHMENTS

A. Not used.

1.10 SUPPLEMENTAL SPECIFICATIONS

A. Not used.

1.11 SUBMITTALS

A. Catalog cuts of the corrosion system components and qualifications of the Corrosion Engineer shall be submitted for approval prior to construction.

B. Methods and procedures for post-installation testing, including the description and calibration certificates of instruments and equipment to be used, shall be submitted for approval prior to construction.

C. Acceptance Test Report shall be submitted to the Construction Manager and Design Engineer for approval within 15 calendar days after all post-installation tests are performed.

D. All specified drawings and data indicating the as-built location of installed equipment and materials shall be submitted to the Construction Manager within 15 calendar days after completion of the installation.

E. The Drawings and data shall include the following items:

1. Drawings showing the as-built location of each field test station, complete with a description of the piping connected.

2. Records of all anode installation details.

3. Drawings showing the as-built location of each underground reference electrode and galvanic anode ground bed.

4. Drawings with sufficient information that each underground distributed galvanic anode can be exactly excavated or replaced.

5. GPS coordinates for all cathodic protection and corrosion monitoring test stations. Coordinates shall be a minimum of submeter accuracy and WGS 1984 coordinate system in decimal degrees format.

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PART 2 CORROSION CONTROL MATERIALS

2.1 GENERAL

A. This article covers the material specifications for furnishing corrosion monitoring and stray current mitigation equipment.

B. The Contractor shall furnish all materials and equipment for a complete corrosion monitoring and stray current mitigation system as specified herein and as indicated on the design drawings.

2.2 GALVANIC ANODES AND GROUNDING ANODES

A. Packaged Magnesium Anodes:

1. Each anode shall have a nominal weight of 60 pounds, excluding backfill. The anode shall be 64 inches long by 4-3/8 inches wide by 4 inches high.

2. Anodes shall be furnished as a packaged assembly. The packaged assembly shall consist of a permeable cloth bag containing the anode, centered in and surrounded by compacted backfill.

3. The anode and backfill shall be prepackaged into a single unit in a vibrated, water-permeable cloth bag containing a backfill of the following composition:

Material	**Percentage**
Ground Hydrated Gypsum	75
Powdered Bentonite	20
Anhydrous Sodium Sulfate	5

4. Lead wire shall be No. 12 AWG 600-volt solid copper wire with THW, THWN, or THHN white insulation, at least 20 feet long, and factory-connected to galvanized steel core with silver brazing alloy with a minimum silver content of 15 percent. Lead wire shall have sufficient length to reach the anode header cable without splicing.

5. The weight of anodes, excluding backfill, shall be as shown on the design drawings.

6. Packaged galvanic anode system shall be as manufactured by Stuart Steel Protection Company; Mesa Products, Inc.; Norton Corrosion, Inc; Farwest Corrosion Control Company; Galvotec Alloys, Inc.; M&M Industries, Inc., or acceptable equal.

2.3 UNDERGROUND REFERENCE ELECTRODES

A. The reference electrode shall be a permanent copper/copper sulfate reference electrode designed for a minimum life of 30 years. The electrode shall have a 2-inch diameter by 8 inches long, schedule 80 PVC body or a 2-inch diameter by 7 inches long, high impact resistant Lexan tube, and minimum overall package size of 6-inch diameter by 10 inches long. The reference electrode shall be prepackaged in a permeable cloth bag with special copper/copper sulfate reference electrode backfill. Lead wire shall be of sufficient length to reach the test station terminals without splicing. The lead wire shall be 75 feet (23 meters) long, AWG No.14 stranded copper wire with either HMWPE or RHH-RHW insulation, or per manufacturer. The wire insulation shall be yellow. The lead wire shall be attached to the electrode core with the manufacturer's standard connection. The connection shall be

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stronger than the wire. Splicing of the reference electrode lead wire shall not be permitted under any circumstances.

2.4 WIRE CONNECTION MATERIALS

A. Exothermic Weld Materials:

1. Molds, Weld Metal, and Weld Metal Cartridges: Use proper mold and proper size and amounts for wire size, pipe size, pipe material, and weld position. Utilize adapter sleeves for #10 and smaller wire and #2 and #4 bond cables. Materials shall be manufactured by ERICO, model Cadweld PLUS.

B. Coating For Thermite Welds:

1. Thermite welds to the pipe shall be coated with a prefabricated assembly specially designed for covering cathodic protection wire connections to piping and fittings. The prefabricated assembly shall consist of the following components:

a. Top plastic sheet formed with an igloo-shaped dome and entry tunnel for the lead wire;

b. A special elastomeric compound in the plastic dome firm enough to resist flow at normally encountered application and operating temperatures but soft enough to mold itself around and completely cover the irregular welded profile;

c. A double row of parallel, flexible serrations on either side of the dome to assist with conforming around small diameter pipe;

d. Caps shall be as manufactured by Royston Laboratories Division, Model Handy-Cap IP, or approved equal.

2.5 WIRE AND ACCESSORIES

A. Test Lead Wire:

1. The wires shall be as shown below and on the drawings:

KCWA West Valve IJTS:	#10 stranded THWN, Blue
West Valve:	#10 stranded THWN, White
KCWA East Valve IJTS:	#10 stranded THWN, Orange
East Valve:	#10 stranded THWN, Red
Anode Header Cable:	#8 stranded HMW-PE, Black
Reference Electrode:	#14 stranded insulation per manufacturer, Yellow
Corrosion Coupon:	#12 stranded RHH/RHW, Green

*Prefabricated joint bond wires with sleeves installed using appropriate hammer dye are required in order to properly fit the exothermic weld mold. Copper strands must extend a minimum of 1/8” outside the sleeve but not more than 1/4".

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B. Compression Ring-Tongue Terminals:

1. Compression ring-tongue terminals shall be constructed of corrosion-resistant copper, bronze, or nickel-plated brass. Terminals shall be single hole, uninsulated, compression type as manufactured by Burndy.

C. Wire and Cable Identifications Labels:

1. Markers for wire and cable shall be a white heat shrinkable conductor marking sleeve with matte finish and sized according to wire size, as supplied by Brady, Model PermaSleeve, and printed using Brady Printer model BMP 21-PLUS.

D. Epoxy Splice Kits:

1. Cable splice insulation kits shall consist of a transparent mold and an epoxy resin-insulating compound. Sizing and application of splice insulation kits shall be in accordance with the manufacturer's recommendations and as specified herein. Wye splice kits shall be Scotchcast 90-B1, and butt splice kits shall be Scotchcast 82-A as manufactured by 3M Company, St. Paul, Minnesota, or acceptable equal.

E. Wire Splice Connectors:

1. "C" type crimp connectors shall be Burndy Type YC-C Copper Crimpit compression connectors with a proper crimp tool and dye set recommended by the manufacturer. Approved manufacturer Burndy Corporation, U.S. Electrical Group, Manchester, New Hampshire, or acceptable equal.

F. Non-Detectable Underground Marking Tape:

1. Underground marking tape shall be a minimum of 3 inches (75 mm) in width, Yellow in color, with the following words printed in black: "Caution - Cathodic Protection Cable Buried Below" or similar.

2.6 INSULATING FLANGE KITS

A. Insulating materials shall include an insulating gasket, insulating sleeves and insulating washers. The pressure rating for the insulating flange kits shall be greater than the design pressure of the piping.

B. The following insulating materials shall be supplied as a complete kit from the same manufacturer. Acceptable insulating kits shall be as manufactured by GPT Industries Linebacker®, Lamons ISOGUARD®, or approved equal.

1. Gasket:

a. One G10 Type “E,” 1/8” thick full-faced insulating retainer, with EPDM O-ring sealing element. The inside diameter shall be 1/8 inch less than the inside diameter of the flange in which it is to be installed.

2. Insulating Sleeve:

a. One full length G10 bolt insulating sleeve, 1/32 inch thick, for each flange bolt.

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3. Insulating Washer:

a. Two flat 1/8” G10 insulating washers per bolt.

4. Steel Washer:

a. Two flat 1/8” F436 hardened steel backing washers for each flange bolt. The backing washer outside diameter shall not be larger than the outside diameter of the insulating washer.

2.7 INSULATING COUPLINGS

A. Insulating materials shall include an insulating boot made of ethylene propylene diene Methylene (EPDM) compounded for water and sewer service. The pressure rating for the insulating coupling materials shall be greater than the design pressure of the piping.

2.8 INSULATING CORPORATION VALVES

A. The insulator for water services less than 4 inches in diameter shall consist of a brass fitting with a nylon insulator. The insulating corporation valve shall be as manufactured by Mueller Company, Insulated Model 300 Corporation Ball Valve or approved equal.

2.9 EXTERNAL COATING SYSTEM FOR INSULATING FLANGES, INSULATING COUPLINGS, AND INSULATING CORPORATION VALVES

A. Insulating flanges, insulating couplings, and insulating corporation valves shall receive an exterior tape wrapping in the field. The coating applicator must abide by and follow all manufacturer's application specifications for the coating system. All components of the coating system shall be manufactured by a single supplier to assure compatibility of individual components. The coating system shall be manufactured by Trenton Corporation, Denso North America, or an approved equal.

B. Materials:

1. Primer: A blend of microcrystalline wax, plasticizer, and corrosion inhibitors having a paste-like consistency, designed to displace moisture, penetrate rust and wet the surface, ensuring adhesion of the tape. The primer shall be Trenton Wax-Tape Primer or approved equal.

2. Profiling Mastic: A cold applied anti-corrosive moldable filler material used to even the contours of irregular fittings and surfaces. The mastic shall have the following properties:

a. Specific gravity: .82.

b. Specific Volume: 33.4 cu in/lb.

c. The mastic shall be Trenton FILL-PRO PM-GP or approved equal. Mastic shall be used at all irregular surfaces to provide a smooth surface for the application of the innerwrap and outerwrap.

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3. Innerwrap: A non-woven, non-stitch bonded synthetic fabric saturated with a blend of microcrystalline wax, plasticizer, and corrosion inhibitor (no clay fillers). The inner tape shall have the following properties:

   a. Thickness: 70 to 90 mils.

   b. Dielectric strength: 236 volt/mil.

   c. The innerwrap shall be Trenton #1 Wax-Tape or approved equal.

4. Outerwrap: Plastic wrap consisting of three membranes of 0.5-mil clear, 50 gauge, clear, polyvinylidene chloride plastic, high-cling membranes, wound together as a single sheet. The outerwrap shall have the following properties:

   a. Thickness: 1.5 mils

   b. Dielectric strength: 2000 volts/mil

   c. The outerwrap shall be Trenton Poly-Ply or approved equal.

2.10 TEST STATIONS

A. Flush-Mounted Field Test Stations:

1. The flush mount test box shall consist of a nonconductive terminal board mounted in a locking cast iron lid and collar (suitable for placement in heavy traffic areas) and a plastic shaft. The test box shall pass U.S. DOT H-20 roadway load test. The cast iron of the lid and collar shall meet or exceed ASTM A48 Class 25 specification. The test box lid to be made of cast iron with B-DPW cast into the lid design, painted yellow, and labeled “KCWA CP TEST”. The lid shall feature a cast-in pentagonal bolt to lock into the cast iron cover. The cast iron collar to be at least 2.75 inches high with lugs cast inside to accept the locking lid and to accept a 1 inch cast iron repaving adapter with original lid. The plastic shaft is to be made of ABS (acrylonitrile butadiene styrene), 18 inches long with a flared bottom to resist sinking in soil. The plastic shaft shall have a 5 inch inner diameter. The plastic shaft is to be riveted to the cast iron collar. The test block shall be made of nonconductive PVC (polyvinyl chloride) plastic. The terminal board shall contain a minimum of seven terminals, using 0.25 inch by 20 thread nickel-plated machine screws and nuts. The terminal board shall fit into the lid using hangers cast inside the lid. (C.P. Test Services, Inc. or approved equal).

B. Test Stations Identification Tags:

1. Test station identification tags shall be 2-inch (50 mm) width by 1-1/4-inch (32 mm) height by 20-gauge Type 304 stainless steel plate. One 3/32-inch (2 mm) diameter hole shall be drilled in each corner of the plate. Lettering shall be 3/16-inch (5 mm) square.

2.11 SHUNTS

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A. Shunts shall be 0.01-ohm yellow shunts as manufactured by COTT or approved equivalent.

2.12 CORROSION COUPONS

A. The corrosion coupon shall be constructed of AISI 1018 carbon steel in a cylinder or disk configuration and have an exposed steel surface area of 0.01 square feet (1 square centimeter).

B. The coupon shall be provided with two lead wires of sufficient length (75 feet) to reach the test station terminals. The lead wires shall be AWG No. 12 stranded copper wire with green RHH/RHW insulation. The lead wire shall be attached to the steel coupon with the manufacturer's standard connection. Splicing of the corrosion coupon lead wires shall not be permitted under any circumstances.

C. The corrosion coupon shall be as manufactured by M. C. Miller Company or approved equal.

2.13 THERMITE WELD EQUIPMENT

A. Thermite weld molds and charges shall be suitable for the pipe and cable sizes encountered. Adapter sleeves shall be utilized for AWG #10 and smaller and for AWG #2 and #4. Pin brazing shall not be used to attach bond wires and/or test wires to the piping.

2.14 POLYETHYLENE MESH SEPARATOR PAD

A. The mesh separator pad shall be a medium density flexible polyethylene mesh pattern webbing pad, nominal thickness 160 mils. Separator pad shall be as manufactured by Stuart Steel Protection Company Model Stuart Diamond Rockstop or approved equal.

PART 3 EXECUTION

3.1 GENERAL

A. All project piping and piping components shall be installed free of foreign material and construction debris.

B. The Contractor shall electrically isolate project piping from pipe supports, concrete reinforcing steel, structural steel, grounding conductors, interconnecting piping and equipment, and all other plant items where contact with the protected pipe will create a conductive path to the ground.

C. Prior to the placement of concrete, the Contractor shall wrap all concrete-encased metallic piping with a single layer of polyethylene mesh to prevent contact with the reinforcing steel. Polyethylene mesh shall be held in place with plastic tape unless otherwise indicated on the drawings.

3.2 PREPACKAGED GALVANIC ANODES

A. Anodes associated with underground piping shall be installed as indicated on the drawings and as specified herein.

B. Unless indicated otherwise on the drawings, the Contractor shall direct bury all anode header cables for anode ground beds a minimum of 3 feet (1 m) below grade.

C. Unless shown on the drawings, the minimum burial depth shall be such that the uppermost part of the anode is located beneath the invert of the pipe being protected. Should geological

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conditions, such as solid rock, preclude the installation of the packaged anode in the prescribed manner, the anode shall be relocated based on field conditions to avoid placement in solid rock. All relocations shall require written acceptance from the Engineer before placement.

D. Caution shall be exercised to ensure that the permeable cloth backfill packaging remains intact. Where special backfill is not specified, well-tamped, clean, natural soil, free of stones may be used. Sand is not acceptable for any anode backfill.

E. Sufficient slack shall be left in the anode lead wire and header cables to prevent tension during installation or from soil settlement.

3.3 WIRE AND CABLE

A. Installation of anode lead wires, pipe lead wires, reference electrode lead wires, and all other wires and cables shall be in accordance with the drawings and as specified herein.

B. The connection of lead wires to the pipe shall be as specified in the article titled Lead Wire Connections. The connection of the lead wires in the test station terminal block shall be as specified in the article titled Test Station Terminations.

C. Splices in anode lead wire are prohibited.

D. Pipe lead wires shall be clearly identified with regard to the pipe with which they are connected at all times.

E. Unless indicated otherwise on the drawings or in these specifications, lead wire and cable shall be installed at a minimum of 3 feet (1 m) below grade. Where lead wire is connected to pipe or to field test stations, a minimum of 18 inches (450 mm) of slack shall be left in the lead wire to permit the settling of the backfill without stressing the electrical connection.

3.4 TEST STATION TERMINATIONS

A. Wire terminations shall be installed on the test station terminal block as shown on the drawings and as specified herein.

B. A calibrated crimping tool shall be used to attach a compression ring-tongue terminal to the end of each conductor. The compression terminal shall not release from the conductor when pulled or twisted. In addition to crimping, solid conductors shall be soldered to the compression terminal.

C. Wire and cable markers shall be attached to each lead wire in the test station terminal block. Pipe lead wire shall be identified by pipe diameter and service, as a minimum.

3.5 LEAD WIRE CONNECTIONS

A. Exothermic weld connections shall be performed using weld molds, cable sleeves, and weld cartridges sized and selected in accordance with the equipment manufacturer's recommendations.

B. Completed welds shall be capable of withstanding moderate hammer blows. Porous or deformed welds shall be rejected. Exothermic weld connections shall not be covered until inspected by the Contractor. Following the inspection, completed weld connections shall be

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covered with coating repair material as shown on the drawings and outlined in these specifications.

3.6 TEST STATIONS

A. Test stations shall be installed in a manner and at the locations indicated on the drawings and as specified herein.

B. When a proposed test station location interferes with the normal use of an area, the test station shall be relocated to a nearby protected location.

3.7 REFERENCE ELECTRODES AND CORROSION COUPONS

A. Reference electrodes shall be installed in a manner and at the locations indicated on the drawings and as specified herein. Coupons shall be left disconnected until the initial testing is performed and shall otherwise be installed in a manner and at the locations indicated on the drawings and as specified herein. The reference electrode and corrosion coupon shall be approximately 12 inches apart and positioned as shown on the drawings. Native trench material without rocks greater than 1 inch in diameter shall be used to backfill the reference electrode and corrosion coupon for a minimum of six inches on all sides.

B. Reference electrodes shall be stored as required by the manufacturer.

C. Prior to installation, remove the plastic shipping cover from the reference electrode. Wet the reference electrode as recommended by the manufacturer.

3.8 INSULATED FLANGE KITS

A. Flange isolation kits shall be installed per the manufacturer’s instructions, including referring to proper torque and order tables.

3.9 THERMITE WELDING

A. All thermite welds shall be installed as shown on the Drawings and in accordance with the manufacturer's recommendations using the proper combination of equipment for the pipe and wire size being welded. All welding materials and equipment shall be the product of a single manufacturer.

B. Assure that the area where the attachment is to be made is absolutely dry. Remove mill coating, dirt, grime, and grease from the pipe or fitting surface at the weld location by use of a grinder with a grinding bit that can be cleaned after each use. Carbon wheels should be avoided for initial coating removal since they become embedded with contaminants and introduce those to the final prepared surface and do not allow for proper connection. Final surface preparation requires an anchor profile for proper exothermic weld of the weld metal and cable. Clean a 2.5-inch square area of the pipe or fitting surface at the weld location to a bright shiny surface, free of all serious pits and flaws by the use of a mechanical grinder.

C. Prepare the wire for welding by assuring that the cable is absolutely dry. The cable shall be free of dirt, grease, and other foreign products. Cut the cable in such a way as to avoid flattening or forcing it out of round. To prevent the deformation of the cable, cut the cable with cable cutters. Remove the insulation in a manner that will avoid damage to strands. Install adapter sleeves for all cables AWG #10 and smaller and for AWG #4 and #2. Prefabricated joint bond wires with sleeves installed using appropriate hammer dye are

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required in order to properly fit the exothermic weld mold. Copper strands must extend a minimum of 1/8” outside the sleeve but not more than 1/4".

D. When the weld has cooled, remove the weld slag and test the weldment for strength by striking a sharp blow with a two-pound hammer. Reweld unsound welds and retested weldments. Thoroughly clean mold and mold cover after completion of each weld to ensure that no slag will penetrate into the next weld.

E. After the soundness of the weld has been verified, thoroughly clean it with a stiff wire brush and coat. Thermite welds to ductile iron pipe shall be coated with a plastic cap filled with elastomeric material. The elastomeric cap shall extend on all four sides beyond the cleaned area. Push the dome of the prefabricated cap containing elastomeric material firmly into the weld area. Lift the wire away from the pipe and apply the elastomeric material completely around and underneath the wire. Push the wire back down on the pipe. Follow all manufacturer's instructions for installing prefabricated caps. Repair pipe coating as recommended by the pipe coating manufacturer.

F. Pin brazing is not an acceptable alternative to thermite welding.

3.10 CLEARANCE TO OTHER STRUCTURES

A. Twelve inches of natural clearance shall be maintained to other structures, where possible. When 12 inches of clearance cannot be maintained, install a flexible polyethylene mesh webbing pad around the new piping and secure with non-metallic tape.

PART 4 TESTING

4.1 TESTING

A. Testing to verify acceptable installation and performance of cathodic protection systems and of associated equipment and materials shall be performed by the Corrosion Engineer as specified in this subsection. Test data shall be recorded for each test performed and shall be submitted as specified herein.

B. The Contractor and the Corrosion Engineer shall ensure that all necessary safety precautions are taken and shall provide all necessary equipment, materials, and labor for the performance of tests. If defects are discovered, the Contractor and the Corrosion Engineer shall perform such additional tests as are required to establish the nature of the defects.

C. If tests indicate that defects exist in materials, equipment, or installations that are the sole responsibility of the Contractor, these defects shall be immediately corrected. Tests and repairs shall continue until the materials, equipment, and installations are in accordance with the specification requirements. Corrective action shall include the restoration of all other construction and facilities disturbed by the repair work.

D. Galvanic anodes and all coupons shall not be connected to the pipe prior to initial testing. After installation, the system shall be thoroughly checked to ensure proper functionality. Potential readings for acceptance criteria shall be collected from the coupons.

E. Test Equipment:

1. Minimum Equipment to Perform Corrosion Control Testing:

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2. Two Voltmeters with a minimum input resistance of 10 megohms, with DC low range of 200 millivolts full scale to DC high range of 100 volts full scale and accurate to within 1 percent of full scale.

3. Shunt with 0.001-ohm capacity

4. 12 Volt DC power source

5. 8-inch saturated copper-copper sulfate solution portable reference electrode, M.C. Miller Model RE7, or equal. The reference electrode copper rod shall be cleaned, and the portable reference electrode shall be calibrated before the tests are performed.

6. Miscellaneous flexible test leads with appropriate connection plugs and/or clips as required.

7. Tinker & Rasor RF-IT insulator testers, or equal.

F. Corrosion Monitoring Testing:

1. Electrical and mechanical connections to the underground piping systems shall be completed before testing. Underground piping shall be electrically isolated from above-ground piping during testing. All underground piping shall have been completely backfilled for at least 30 days before final testing, although prior tests may be made at the Contractor's option for their own information.

G. Pipe Lead Wire Continuity Testing:

1. Prior to performing current or potential tests, the electrical continuity of pipe lead wires terminated in field test stations shall be verified.

2. The measurements shall be made as follows:

a. At the field test station, pipe lead wire or wires shall be disconnected from galvanic anodes, shunts, and cathodic protection coupons. The voltmeter shall be connected between the two pipe lead wires, and potential measurements shall be recorded.

3. If no potential exists between the pipe lead wires, the resistance between the two pipe lead wires shall be measured. This resistance reading should be a relative reading to nullify the resistance of the meter lead wires, or the lead wire resistance shall be subtracted from the reading to calculate the resistance of the pipe lead wires. The resistance reading shall be stable and less than 0.1 ohm.

4. If a potential exists, if the reading is unstable, or if there is a high resistance between the pipe lead wires, one or both of the pipe lead wires may be damaged. To determine if either of the pipe lead wires is satisfactorily connected to the pipe, the following tests shall be performed after satisfactory results have been obtained for a temporary anode or the anode installed open circuit potential test:

a. The current flowing from a pipe lead wire to a temporary anode or the anode installed shall be measured and recorded. The above procedure shall be repeated using the spare pipe lead wire. Low current flow through pipe lead wires indicates a discontinuity. Pipe lead wires with discontinuities shall be repaired or appropriately marked in the test station as determined by the Engineer.

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5. Following repair, pipe lead wires shall be reconnected to the test station terminal board in their original positions.

H. Electrical Continuity Testing After Backfill:

1. Piping which is electrically bonded for corrosion control purposes, shall be tested after backfill to verify electrical continuity.

2. Pressure piping requiring such testing shall be piping that has mechanical or non-welded joints.

3. Electrical resistance of the pipe shall be measured in sections for resistance of the pipe for which the total length of pipe and the number of mechanical joints is known (referred to as a span of pipe).

4. The test station wires shall be used as the electrical contact points to the pipe for such measurements to facilitate repeating such measurements subsequent to backfilling.

5. The electrical resistance obtained shall be compared with the theoretical resistance for each section of piping. The theoretical resistance shall be based on the resistance per unit length of pipe. Such resistance shall be a function of the resistivity and the cross-sectional area of the metal conductor in the pipe wall, the length of the pipe, the number of pipe joints, the resistance of the bond wires installed across the pipe joints, and the number of bond wires within the pipe length being measured.

6. Measured resistance greater than 120 percent of the corresponding calculated resistance shall be reviewed, and additional tests shall be made to determine the reason for the variation and the corrective measures required.

7. Conduct longitudinal pipe resistance measurements between consecutive test stations by circulating DC current between two test stations:

   a. Calculate the theoretical resistance for each span prior to conducting the testing. Theoretical span resistance shall consider the joint bond wire size and length, quantity of bond cables at each joint, individual pipe stick length, pipe material, and distance of the span.

   b. Measure native and applied current flow between all test stations while including the location of all test leads and the current direction. All current moving from north to south along the pipeline shall be noted as positive current (which would indicate current in the wire is traveling south to north). Current traveling along the pipe from south to north shall be noted as negative. Voltage readings shall be taken simultaneously, following the same notation requirements.

   c. Calculate the Measured span resistance. Measured and theoretical resistance for each span shall be reported along with the method of calculation.

8. Acceptable resistance: Measured resistance shall not exceed 120 percent of Theoretical resistance.

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I. Native Potential Measurements:

1. After the piping and galvanic anodes have been backfilled for a minimum of 30 days and connecting above-grade piping has been isolated. Prior to connecting the galvanic anode to the pipe, pipe-to-soil and corrosion coupon native potentials shall be measured at all test stations. Readings shall be taken with the portable reference cell directly above the pipe at the mid span on either side of all test stations with respect to their pipe lead.

2. At each field test station, the negative terminal of the voltmeter shall be connected to the reference electrode lead wire, and the positive terminal connected directly to a pipe lead wire (or corrosion coupon lead wire). Document the native potential readings against permanent and portable reference electrodes. The potential polarity shall be confirmed to be negative.

3. Potential measurements shall be collected at each calibrated shunt, including polarity and orientation of leads.

J. Cathodic Protection Commissioning:

1. After the native potential testing per 4-1.07 is complete, connect each end of the anode header cable to the anode terminal as shown on the drawings. The terminal shall connect to one side of the shunt. The opposite side of the shunt will connect to the pipeline test wire terminal. Following the connection of the anodes, measure the pipe-to-soil potential at the spare test lead wire. Coupons shall also be connected to as indicated on the drawings only after native potential testing is completed. Next, measure the current across the shunt to verify the cathodic protection current flow.

K. Galvanic Anode Cathodic Protection System Pipe Potential Measurements:

1. Polarized pipe-to-soil potentials shall be measured 30 days (minimum) after all anodes have been connected to the pipe. All tests required for Native Potential Measurements require ON and Polarized Potential measurements.

2. The measurements shall be made as follows.

a. ON-Potential measurement:

1) At each field test station, the negative terminal of the voltmeter shall be connected to the reference electrode lead wire, and the positive terminal connected directly to a pipe lead wire. Document the ON-Potential readings against permanent and portable reference electrodes. The potential polarity shall be confirmed to be negative.

b. Polarized potential measurement:

1) The negative terminal of the voltmeter shall be connected to the reference electrode lead wire, and the positive terminal connected directly to the corrosion coupon test lead. Temporarily disconnect the anode lead wires from the pipe leads and record the potential readings within 1 second of disconnection. The polarity of the measurement shall be confirmed to be negative.

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4.2 REPORTING

A. An Acceptance Test Report shall be prepared by the Corrosion Engineer and submitted to the Design Engineer for approval.

B. The Acceptance Test Report shall include:

1. Description of all test procedures.

2. Equipment list and calibration certificates.

3. Sub-meter GPS coordinates of junction box and test stations.

4. All test data is tabulated in computer-generated format (MS Excel spreadsheet).

5. Conclusions as to the condition and operating status, and effectiveness of the cathodic protection system.

6. The Corrosion Engineer shall sign the Acceptance Test Report and include the AMPP/NACE certificate numbers with signatures.

END OF SECTION

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SECTION 15010 **VALVE INSTALLATION**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 SCOPE

A. This section covers the installation of new valves and actuators purchased by Contractor as part of this Work.

B. Cleaning, disinfection, pressure and leakage testing are covered in 15020 Miscellaneous Piping and Accessories Installation section.

C. The following specification sections are applicable to valves to be installed:

1. Resilient-Seated Gate Valves

1.2 GENERAL

A. Equipment installed under this section shall be erected and placed in proper operating condition in full conformity with Drawings, Specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.

B. Coordination

1. Flanged and grooved connections to valves including the bolts, nuts, and gaskets are covered in the appropriate pipe specification section. Valve ends shall match piping.

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PART 2 PRODUCTS

Not Applicable.

PART 3 EXECUTION

3.1 INSPECTION

A. All valves and accessories shall be inspected for damage and cleanliness before being installed. Any material damaged or contaminated in handling on the job shall not be used unless it is repaired and re-cleaned to the original requirements by Contractor. Such material shall be segregated from the clean material and shall be inspected and approved by Agency or his representative before its use.

3.2 INSTALLATION

A. General

1. Valves shall be installed with sufficient clearance for proper operation of any external mechanisms, and with sufficient clearance to dismantle the valve for in-place maintenance. Installation shall be in accordance with the valve manufacturer's recommendations.

B. Installation Checks – Not used.

C. AWWA Butterfly Valves – Not used.

D. Check Valves – Not used.

E. Plug Valves – Not used.

F. Resilient Seated Gate Valves

a. Valves shall be handled and installed in accordance with the recommendations set forth in the Appendices to ANSI/AWWA C509 and C515 and with the recommendations of the manufacturer.

G. Air Release and Combination Air Valves – Not used.

H. Hydrants – Not used.

I. Valve Boxes

1. Valve boxes shall be set plumb. Each valve box shall be placed directly over the valve it serves, with the top of the box brought flush with the finished grade. After each valve box is placed in proper position, earth fill shall be placed and thoroughly tamped around the box.

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3.3 VALVE ACTUATORS

A. Valve actuators and accessories shall be factory mounted on the valve, calibrated, and tested by the valve or actuator manufacturer.

3.4 FIELD QUALITY CONTROL

A. Field Testing

1. After installation, all valves shall be tested in accordance with 15020 Miscellaneous Piping and Accessories Installation section.

3.5 ADJUSTING – Not used.

END OF SECTION

SECTION 15020 **MISCELLANEOUS PIPING AND ACCESSORIES INSTALLATION**

Description of Contract: KERN COUNTY WATER AGENCY
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 - GENERAL

1.1 SCOPE

A. This section covers the installation of piping and accessories as indicated on the Drawings for the following piping sections:

1. Miscellaneous Steel Pipe, Tubing, and Accessories

2. Miscellaneous Plastic Pipe, Tubing, and Accessories

B. Contractor shall furnish all necessary jointing materials, coatings, and accessories that are specified herein.

C. Pipe trenching and backfilling are covered in the Trenching and Backfilling section.

1.2 GENERAL

A. Coordination

1. Materials installed under this section shall be installed in full conformity with Drawings, Specifications, engineering data, instructions, and recommendations of the manufacturer, unless exceptions are noted by Engineer.

1.3 SUBMITTALS

A. Drawings and Data

1. Complete specifications, data, and catalog cuts or drawings shall be submitted in accordance with the Submittals Procedures section. Items requiring submittals shall include, but not be limited to, the following:

a. Materials as specified herein.

B. Welder Certification

1. Prior to the start of the work, Contractor shall submit a list of the welders he proposes using and the type of welding for which each has been qualified. Copy of certification and identification stamp shall be submitted for each welder. Qualification tests may be waived if evidence of prior qualification is deemed suitable by Engineer.

C. Spool Drawings

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1. Spool drawings indicating the complete line, showing all welded and assembly items, except for insulation shoes or nonstress-relieved lines, shall be developed and submitted for the following services:

    a. Air Valve Piping

1.4 QUALITY ASSURANCE

A. Welding and Brazing Qualifications

1. All welding and brazing procedures and operators shall be qualified by an independent testing laboratory in accordance with the applicable provisions of Section IX of the ASME Code. All procedure and operator qualifications shall be submitted to the Engineer for review.

B. Tolerances

1. These tolerances apply to in-line items and connections for other lines.

2. The general dimension, such as face-to-face, face or end-to-end, face- or end-to center, and center-to-center shall be 1/8 inch.

3. The inclination of flange face from true in any direction shall not exceed 3/64 inch per foot.

4. Rotation of flange bolt holes shall not exceed 1/16 inch.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Shipping shall be in accordance with the Product Delivery Requirements section. Handling and storage shall be in accordance with the Product Storage and Handling Requirements section. All materials shall be stored in a sheltered location above the ground, separated by type, and shall be supported to prevent sagging or bending.

B. Plastic pipe, tubing, and fittings shall be stored between 40°F and 90°F.

C. Coated Pipe

1. Handling methods and equipment used shall prevent damage to the protective coating and shall include the use of end hooks, padded calipers, and nylon or similar fabric slings with spreader bars. Bare cables, chains, or metal bars shall not be used. Coated pipe shall be stored off the ground on wide, padded skids. Plastic-coated pipe shall be covered or otherwise protected from exposure to sunlight.

PART 2 - PRODUCTS

2.1 SERVICE CONDITIONS

A. Pipe, tubing, and fittings covered herein shall be installed in the services indicated in the various pipe sections.

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2.2 MATERIALS.

A. Threaded Fittings

1. Anti-Seize Thread Lubricant: Jet-Lube "Nikal," John Crane "Thread Gard Nickel," Never-Seez "Pure Nickel Special," or Permatex "Nickel Anti-Seize."

2. Teflon Thread Sealer: Paste type; Hercules "Real-tuff", John Crane "JC-30", or Permatex "Thread Sealant with Teflon."

3. Teflon Thread Tape: Hercules “Tape Dope” or John Crane “Thread Tape.”

B. Solvent Welded Fittings

1. Solvent Cement for PVC Systems: ASTM D2564.

2. Primer for PVC Systems: ASTM F656.

C. Solder or Brazed Fittings

1. Solder: Solid wire, ASTM B32, ANSI/NSF 61 and ANSI/NSF 600 certified; Alloy Grade Sb5, (95-5).

2. Soldering Flux: Paste type, ASTM B813.

3. Brazing Filler Metal: AWS A5.8, BCuP-5; Engelhard “Silvaloy 15,” Goldsmith “GB-15,” or Handy & Harman “Sil-Fos.”

4. Brazing Flux: Paste type, Fed Spec O-F-499, Type B.

D. Insulating Fittings

1. Threaded: Dielectric steel pipe nipple, ASTM A53, Schedule 40, polypropylene-lined, zinc plated, Perfection Corp. “Clearflow Fittings.”

2. Flanged: Epco “Dielectric Flange Unions” or Central Plastics “Insulating Flange Unions.”

E. Pipe Insulation: Not used.

F. Watertight/Dusttight Pipe Sleeves: Not used.

G. Protective Coatings

1. Coal Tar Epoxy: High build coal tar epoxy; PPG Amercoat “Amercoat 78HB Coal Tar Epoxy,” Carboline “Bitumastic 300 M,” Tnemec “46H-413 Hi-Build Tneme-Tar,” or Sherwin-Williams “Hi-Mil Sher-Tar Epoxy.”

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PART 3 - EXECUTION

3.1 INSPECTION

A. All piping components shall be inspected for damage and cleanliness before being installed. Any material damaged or contaminated in handling on the job shall not be used unless it is repaired and recleaned to the original requirements by Contractor. Such material shall be segregated from the clean material and shall be inspected and approved by Agency or his representative before its use.

3.2 PREPARATION

1. Field Measurement

    a. Pipe shall be cut to measurements taken at the site, not from the Drawings. All necessary provisions shall be made in laying out piping to allow for expansion and contraction. Piping shall not obstruct openings or passageways.

3.3 INSTALLATION

A. General

1. All instruments and specialty items shall be installed according to the manufacturer's instructions and with sufficient clearance and access for ease of operation and maintenance.

B. Pipe Sleeves – Not used.

C. Pipe Joints

1. Pipe joints shall be carefully and neatly made in accordance with the indicated requirements.

2. Threaded

    a. Pipe threads shall conform to ANSI/ASME B1.20.1, NPT, and shall be fully and cleanly cut with sharp dies. Not more than three threads at each pipe connection shall remain exposed after installation. Ends of pipe shall be reamed after threading and before assembly to remove all burrs. Unless otherwise indicated, threaded joints shall be made up with teflon thread tape, thread sealer, or a suitable joint compound.
    b. Threaded joints in plastic piping shall be made up with teflon thread tape applied to all male threads.

3. Compression – Not used.

4. Flared – Note used.

5. Soldered and Brazed – Not used.

6. Solvent Welded

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a. Solvent welded connections shall only be used for PVC pipe. All joint preparation, cutting, and jointing procedures shall comply with the pipe manufacturer's recommendations and ASTM D2855. Pipe ends shall be beveled or chamfered to the dimensions recommended by the manufacturer. Newly assembled joints shall be suitably blocked or restrained to prevent movement during the setting time recommended by the manufacturer. Pressure testing of solvent welded piping systems shall not be performed until the applicable curing time, as set forth in Table X2.1 of ASTM D2855, has elapsed. Solvent welding shall be performed by bonding operators who have met the requirements of ASME B31.3 and A328.

7. Epoxy and Adhesive Bonded – Not used.

8. Heat Fusion Bonded – Not used.

9. Flanged

a. Flange bolts shall be tightened sufficiently to slightly compress the gasket and effect a seal, but shall not be torqued less than the minimum value required by the gasket manufacturer. Flange bolts shall not be so tight as to fracture or distort the flanges. A plain washer shall be installed under the head and nut of bolts connecting plastic pipe flanges. Anti-seize thread lubricant shall be applied to the threaded portion of all stainless steel bolts during assembly.
b. Flange bolt holes shall be oriented as follows, unless otherwise indicated on the spool drawings:
   1) Vertical flange face: Bolt holes to straddle the vertical centerline.
   2) Horizontal flange face: Both holes shall be aligned with connecting pipe.
c. Pipe sealants, thread compounds, or other coatings shall not be applied to flange gaskets unless recommended by the gasket manufacturer for the specified service and approved by Engineer.
d. Welds at orifice flanges shall have internal surfaces ground smooth to the pipe wall.
e. Slip-on flanges shall be welded inside and outside. There shall be a distance of approximately 1/16 to 1/8 inch between the edge of the fillet weld and the face of the flange. The seal weld shall be applied so that the flange face shall be free of weld spatter and does not require refacing.
f. Flat-faced flanges shall be used when mating to Class 125 flanges. Full-face gaskets shall be used with flat-faced flanges and ring gaskets shall be used with raised faced flanges.
g. Weld neck flanges shall be used with butt-weld fittings. The bore of weld neck flanges shall match the pipe wall thickness.

10. Welded

a. Welding shall conform to the specifications and recommendations contained in the "Code for Pressure Piping", ANSI B31.1.
b. Weld cross-sections shall be equal to or greater than the pipe wall thickness. Welds shall be smooth and continuous and shall have interior projections no greater than 1/16 inch. Backing strips or rings shall not be used except with specific prior review by Engineer as to use, material, and design. Root gap inserts that are completely melted and consumed in the weld bead are acceptable only when reviewed in advance by Engineer.
c. Carbon steel welding shall be made by the shielded metal arc process.
d. For socket weld joints, fully engage the two pipe ends, then separate them by 1/16 inch prior to welding to all space for shrinkage.

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11. Grooved Couplings

    a. Grooves for grooved couplings shall be cut with a specially designed grooving tool. Grooves cut in steel pipe shall conform to flexible grooving dimensions, as set forth in AWWA C606, and shall be clean and sharp without burrs or check marks.

12. Push-on – Not used.

13. Rubber-Gasketed – Not used.

14. Other Pipe Joints – Not used.

D. Pipe

1. Pipe shall be installed as specified, as indicated on the Drawings, or, in the absence of detail piping arrangement, in a manner acceptable to Engineer.

2. Piping shall be installed without springing or forcing the pipe in a manner which would induce stresses in the pipe, valves, or connecting equipment.

3. Piping shall be connected to equipment by flanges or unions as specified in the various piping sections.

4. A union shall be provided within 2 feet of each threaded-end valve unless there are other connections which will permit easy removal of the valve. Unions shall also be provided in piping adjacent to devices or equipment which may require removal in the future and where required by the Drawings or the Specifications.

5. All air piping shall be graded to points of drainage collection where drip legs and drain valves shall be provided. Air valve piping shall be sized for the service conditions, with the indicated minimum sizes:

Service	Minimum Size
Buried piping	3/4 inch

6. In all piping, insulating fittings shall be provided to prevent contact of dissimilar metals, including but not limited to, contact of copper, brass, or bronze pipe, tubing, fittings, valves, or appurtenances, or stainless steel pipe, tubing, fittings, valves, or appurtenances with iron or steel pipe, fittings, valves, or appurtenances. Insulating fittings shall also be provided to prevent contact of copper, brass, or bronze pipe, tubing, fittings, valves or appurtenances with stainless steel pipe, tubing, fittings, valves, or appurtenances.

7. Buried PVC piping shall be "snaked" in the trench and shall be kept as cool as possible during installation. PVC pipe shall be kept shaded and shall be covered with backfill immediately after installation.

E. Reducers – Not used.

F. Valves

1. Isolation valves provided with equipment and instruments shall be located in a manner which will allow ease of access and removal of the items to be isolated.

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3.4 PIPING ASSEMBLY

A. General

1. Contractor shall only use labor that has been qualified by training and experience to capably perform the specified activities required to accomplish the work in a satisfactory manner

2. Any deviations from the Specifications or piping locations shown on the Drawings require prior review and approval by Engineer.

B. Buttwelded Piping

1. The specification and qualification of weld joints and welders for buttwelded piping shall be in accordance with ASME Boiler Pressure Vessel Code, Section IX, Welding and Brazing. Weld procedure specifications (WPS) and procedure qualification reports (PQR) shall be submitted to Engineer for review and validation of joint design, efficiencies and strength before installation begins.

2. Nondestructive examination (NDE) shall be in accordance with the ASME Boiler and Pressure Vessel Code, Section V, Nondestructive Examination. The minimum level of NDE shall be as follows:

   a. 100 percent visual examination of welds by a qualified examiner (per ASME B31.1).

3. If the Contractor wants to use alternative techniques or intends to apply alternative methods considered equivalent to those indicated herein, a proposal on such techniques or methods shall be submitted in writing to Engineer for review and approval at least 14 days before intended date of use.

4. Welding shall not begin until weld joint and welder qualification submittals have been reviewed and approved. NDE shall be performed before the pressure and leakage testing of the piping. Weld acceptance standards shall be in accordance with ASME B31.1, Chapter VI. If a weld fails the NDE, it shall be repaired and the test repeated at no additional cost to the Agency.

3.5 PROTECTIVE COATING

A. Standard weight steel pipe in buried locations will have exterior surfaces protected with a shop applied plastic coating.

B. Inspection

1. All shop-applied plastic coatings on pipe or fittings shall be inspected for holidays and other defects after receipt of the pipe or fitting on the job and immediately before installation. Inspection of plastic coatings after installation of the pipe or fitting in the trench shall be made where, in the opinion of Engineer, the coating may have been damaged during installation. Holidays and defects disclosed by inspection shall be repaired in accordance with the recommendations of the coating manufacturer, as applicable.

2. The inspection shall be made using an electrical holiday detector. The detector and inspection procedures shall conform to the requirements of Section 4.4 of ANSI/AWWA C209.

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3.6 PRESSURE AND LEAKAGE TESTING

A. All specified tests shall be made by and at the expense of Agency. All necessary testing equipment and materials, including tools, appliances and devices, shall be furnished and all tests shall be made by and at the expense of Agency. Contractor shall give Agency 5 working days advanced notice of scheduled testing.

B. All joints in piping shall be tight and free of leaks. All joints which are found to leak, by observation or during any specified test, shall be repaired, and the tests repeated.

3.7 CLEANING

A. The interior of all pipe, valves, and fittings shall be smooth, clean, and free of blisters, loose mill scale, sand, dirt, and other foreign matter when installed. Agency will perform disinfection by utilizing the existing system's residual concentration, but the Contractor is required to perform a spray down disinfection (per AWWA standards) on any new parts that are installed on the pipeline that come in contact with the water supply. Contractor shall also perform spray down disinfection to any existing components that are accessible and had the potential to become contaminated during construction.

3.8 ACCEPTANCE

A. Agency reserves the right to have any section of the piping system which he suspects may be faulty cut out of the system by Contractor for inspection and testing. Should the joint prove to be sound, Agency will reimburse Contractor on a time-and-material basis as specified in the Contract. Should the joint prove to be faulty, the destructive test will continue joint by joint in all directions until sound joints are found. Costs for replacement of faulty work and/or materials shall be the responsibility of Contractor.

END OF SECTION

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SECTION 15065 **MISCELLANEOUS STEEL PIPE, TUBING, AND ASSCESSORIES**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 SCOPE

A. This section covers the furnishing of miscellaneous steel pipe, tubing and accessories that for pipe diameters 24 inches and smaller. Pipe and tubing shall be furnished complete with all fittings, flanges, unions, and other accessories specified herein.

1.2 GENERAL

Equipment provided under this section shall be fabricated and assembled in full conformity with the Drawings, Specifications, engineering data, instructions, and recommendations of the equipment manufacturer unless exceptions are noted by Engineer and/or Agency.

Piping shall be furnished with all necessary parts and accessories indicated on the Drawings, specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of piping.

A. General Equipment Stipulations

1. The General Equipment Stipulations shall apply to all equipment furnished under this section. If requirements in this specification differ from those in the General Equipment Stipulations, the requirements specified herein shall take precedence.

1.3 SUBMITTALS

A. Drawings and Data

1. Complete specifications, data, and catalog cuts or drawings shall be submitted in accordance with the Submittals Procedures section. Submittals are required for all piping, fittings, gaskets, sleeves, and accessories, and shall include the following data:

    a. Name of Manufacturer
    b. Type and model
    c. Construction materials, thickness, and finishes
    d. Pressure and temperature ratings

B. Gasket Material Certification

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1. Contractor shall obtain and submit a written statement from the gasket material manufacturer certifying that the gasket materials are compatible with the joints specified herein and are recommended for the specified field test pressures and service conditions.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Shipping shall be in accordance with the Product Delivery Requirements section. Handling and storage shall be in accordance with the Product Storage and Handling Requirements section. All materials shall be stored in a sheltered location above the ground, separated by type, and shall be supported to prevent sagging or bending.

B. Coated Pipe

1. Handling methods and equipment used shall prevent damage to the protective coating and shall include the use of end hooks, padded calipers, and nylon or similar fabric slings with spreader bars. Bare cables, chains, or metal bars shall not be used. Coated pipe shall be stored off the ground on wide, padded skids. Plastic coated pipe shall be covered or otherwise protected from exposure to sunlight.

PART 2 PRODUCTS

2.1 STEEL PIPE

A. Steel pipe materials and service shall be as specified herein.

B. Material Classification CS-3

CS-3 – Standard Weight Steel with Buttwelded Fittings. Air valve piping. 2-1/2 inch and larger.	Pipe	ASTM A53/A106, Type S, standard weight, Grade B; beveled ends.
	Fittings	Buttwelded. Fittings shall conform to ANSI/ASME B16.9, standard weight.

C. Accessory Materials

1. Accessory materials for the miscellaneous steel pipe and tubing systems shall be as indicated.

Nipples	ASTM A733, seamless, extra strong (Schedule 80); "close" nipples will be permitted only by special authorization in each case.
Unions (Malleable Iron)	Fed Spec WW-U-53l, Class 2; Type B (galvanized) for galvanized pipe or Type A (black) for ungalvanized pipe.
Flanges	
Standard Weight Pipe	ANSI/ASME B16.5, Class 150, flat faced when connected to flat faced flanges; otherwise, raised face.
For Water Service	ASTM D1330, Grade I, red rubber, ring type, 1/8 inch thick.

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Grooved Couplings	
Standard	AWWA C606; Gustin-Bacon "No. 100 Standard" or Victaulic "Style 77".
Mechanical Couplings	Dresser "Style 38" or Smith-Blair "Type 411 Flexible Coupling"; without pipe stop.

2.2 COATINGS

A. Standard weight steel pipe in buried locations shall have exterior surfaces protected with a shop applied plastic coating.

B. Shop applied coatings shall be as follows:

1. External Coatings

a. Coal Tar Epoxy: High build coal tar epoxy; PPG Amercoat “Amercoat 78HB Coal Tar Epoxy,” Carboline “Bitumastic 300 M,” Tnemec “46H-413 Hi-Build Tneme-Tar,” or Sherwin-Williams “Hi-Mil Sher-Tar Epoxy.”

PART 3 EXECUTION

3.1 INSTALLATION

A. Materials furnished under this section will be installed in accordance with 15020 Miscellaneous Piping and Accessories Installation section.

END OF SECTION

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SECTION 15067 **MISCELLANEOUS PLASTIC PIPE, TUBING, AND ASSCESSORIES**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 SCOPE

A. This section covers the furnishing of miscellaneous plastic pipe, tubing, and accessories. Pipe and tubing shall be furnished complete with all fittings, flanges, unions, jointing materials and other necessary appurtenances.

1.2 SUBMITTALS

A. Drawings and Data

1. Complete specifications, data and catalog cuts or drawings shall be submitted in accordance with the Submittal Procedures section. Submittals are required for all piping, fittings, gaskets, sleeves, and accessories, and shall include the following data:

a. Name of Manufacturer
b. Type and model
c. Construction materials, thickness, and finishes
d. Pressure and temperature ratings

B. Gasket Material Certifications.

1. Contractor shall obtain and submit a written statement from the gasket material manufacturer certifying that the gasket materials are compatible with the joints specified herein and are recommended for the specified field test pressures and service conditions.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Shipping shall be in accordance with the Product Delivery Requirements section. Handling and storage shall be in accordance with the Product Storage and Handling Requirements section. All materials shall be stored in a sheltered location above the ground, separated by type, and shall be supported to prevent sagging or bending.

B. Pipe, tubing, and fittings shall be stored between 40°F and 90°F.

PART 2 PRODUCTS

2.1 FRP PIPE – Not used.

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2.2 PVC PIPE MATERIALS

A. PVC pipe materials and services shall be as specified herein.

B. Material Classification PVC-1

PVC-1 – Schedule 40 PVC Pipe with Solvent Welded Joints. Wire conduit.	Pipe Fittings	ASTM D1785, Cell Classification 12454, bearing NSF seal, Schedule 40. ASTM D2466, Cell Classification 12454, bearing NSF seal.

C. Accessory Materials

1. Accessory materials for the PVC Pipe systems shall be as indicated.

Expansion Joints	Edlon "Thermo-molded TFE" or Resistoflex "Style R6905" molded expansion joint.

2.3 CPVC PIPE – Not used.

2.4 PE PIPE – Not used.

2.5 POLYPROPYLENE PIPE – Not used.

2.6 PVDF PIPE – Not used.

2.7 REINFORCED PLASTIC TUBING – Not used.

2.8 FLEXIBLE PFA TUBING – Not used.

2.9 TEFLON (PFA) HOSE – Not used.

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PART 3 EXECUTION

3.1 INSTALLATION

A. Materials furnished under this section will be installed in accordance with 15020 Miscellaneous Piping and Accessories Installation section.

END OF SECTION

SECTION 15104 **RESILIENT-SEATED GATE VALVES**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 SCOPE

A. This section covers furnishing resilient-seated AWWA gate valves for clear water service. Resilient-seated gate valves shall be furnished complete with actuators and accessories as specified herein and as specified in 15180 Valve and Gate Actuator section.

1.2 GENERAL

Equipment provided under this section shall be fabricated and assembled in full conformity with the Drawings, Specifications, engineering data, instructions, and recommendations of the equipment manufacturer unless exceptions are noted by Engineer and/or Agency.

Valves shall be furnished with all necessary parts and accessories indicated on the Drawings, specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of valves.

A. General Equipment Stipulations

1. The General Equipment Stipulations shall apply to all equipment furnished under this section. If requirements in this specification differ from those in the General Equipment Stipulations, the requirements specified herein shall take precedence.

B. Governing Standard

1. Except as modified or supplemented herein, all resilient-seated gate valves shall conform to the applicable requirements of ANSI/AWWA C515.

C. Temporary Number Plates – Not used.

D. Identification – Not used.

1.3 SUBMITTALS

A. Complete drawings, details, and specifications covering the valves and their appurtenances shall be submitted in accordance with the Submittals Procedures section.

B. All valves shall be tested in accordance with Section 5 of the governing standard. Certified copies of the results of all tests, together with an affidavit of compliance as indicated in Section 6.3 of the governing standard, shall be submitted to Engineer before the valves are shipped.

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PART 2 PRODUCTS

2.1 MATERIALS

Except as modified or supplemented herein, materials used in the manufacture of resilient-seated gate valves shall conform to the requirements of the governing standard.

A. Bronze Components

1. All bronze valve components in contact with liquid shall contain less than 16 percent zinc. All aluminum bronze components in contact with liquid shall be inhibited against dealuminization in accordance with Section 4.2.3.3.4 of ANSI/AWWA C515.

B. Gaskets

1. Gaskets shall be free of asbestos and corrosive ingredients.

C. Shop Coatings

Epoxy	
For Raw or Treated Water Service in potable water facilities (NSF certified systems)	PPG Amercoat "Amerlock 400 High-Solids Epoxy ", Carboline "Carboguard 891", Sherwin-Williams “Macropoxy 646NSF” or Tnemec "Series N140 Pota-Pox Plus".
Rust-Preventive Compound	As recommended by manufacturer.
Universal Primer	As recommended by manufacturer

2.2 VALVE CONSTRUCTION

A. Ends

1. Valve ends shall be compatible with connecting piping. Except as modified or supplemented herein, the ends shall conform to the applicable requirements of the governing standard.

B. Stem Seals

1. Valve stem shall be the non-rising type. Stuffing box stem seals shall be provided for all gate valves with rising stems (outside screw-and-yoke type). O-ring stem seals shall be provided for all buried gate valves, and for all gate valves with non-rising stems.

C. Rotation

1. The direction of rotation of the handwheel or the wrench nut to open the valve shall be to the left (counterclockwise).

D. Shop Coatings

1. All interior and exterior ferrous metal surfaces of valves and accessories shall be shop coated for corrosion protection. Except as specified below, the valve manufacturer's standard fusion-bonded coating will be acceptable, provided it is functionally equivalent to the specified coating.

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2. Surfaces shall be coated as follows:

Unfinished Surfaces	
Interior Surfaces	Epoxy.
Exterior Surfaces of Valves to be Buried or Installed in Manholes or Valve Vaults	Epoxy.
Exterior Surfaces of Valves to be Submerged	Epoxy.
Exterior Surfaces of All Other Valves	Universal primer.
Polished or Machined Surfaces	
Flange Faces	Rust-preventive compound.
Other Surfaces	Epoxy.

3. Alternatively, the manufacturer's standard coating may be used and the interior surfaces of each valve shall be subjected to a nondestructive holiday test in accordance with ASTM G62, Method A, and shall be electrically void-free.

4. Interior coatings shall comply with ANSI/AWWA C550 and shall be free of holidays. The total dry film thickness of shop-applied coatings shall be not less than:

Type of Coating	Minimum Dry Film Thickness
Epoxy	10mils.
Universal Primer	3 mils.

2.3 VALVE ACTUATORS

A. Requirements for valve actuators shall be as specified in the 15180 Valve and Gate Actuator section.

2.4 ACCESSORIES

A. When the Drawings indicate the need for extension stems, stem guides, position indicators, floor boxes, valve boxes, or operating stands, refer to the Valve and Gate Actuator section.

PART 3 EXECUTION

3.1 INSTALLATION

Valves shall be installed in accordance with 15010 Valve Installation section.

A. Installation Check

1. An installation check by an authorized representative of the manufacturer is not required.

END OF SECTION

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SECTION 15180 **VALVE AND GATE ACTUATORS**

Description of Contract: KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO.4
NORTH & EAST PIPELINE CONTINUITY
RESTORATION PROJECT
CONTRACT NO. KCWA 2026-05

PART 1 GENERAL

1.1 SCOPE

A. This section covers furnishing manual and powered valve and gate actuators and accessories as specified herein.

1.2 GENERAL

Equipment provided under this section shall be fabricated and assembled in full conformity with Drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.

Actuators shall be furnished with all necessary parts and accessories indicated on the Drawings, specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of actuators.

A. General Equipment Stipulations

1. The General Equipment Stipulations shall apply to all equipment furnished under this section. If requirements in this specification differ from those in the General Equipment Stipulations, the requirements specified herein shall take precedence.

B. Governing Standards

1. Except as modified or supplemented herein, cylinder and vane type actuators shall conform to applicable requirements of ANSI/AWWA C541.

2. Except as modified or supplemented herein, electric motor actuators shall conform to applicable requirements of ANSI/AWWA C542.

3. Except as modified or supplemented herein, actuators for butterfly and eccentric plug valves shall conform to the applicable requirements of ANSI/AWWA C504.

4. Except as modified or supplemented herein, manual actuators for ball valves shall conform to the applicable requirements of ANSI/AWWA C507.

5. Except as modified or supplemented herein, actuators for cast-iron slide gates shall conform to the applicable requirements of ANSI/AWWA C560.

6. Except as modified or supplemented herein, actuators for stainless steel slide gates shall conform to the applicable requirements of ANSI/AWWA C561.

7. Except as modified or supplemented herein, actuators for composite slide gates shall conform to the applicable requirements of ANSI/AWWA C563.

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C. Power Supply – Not used.

D. Marking

1. Each actuator shall be marked with the manufacturer's name, model number, and the country of origin. An identifying serial number shall be stamped on a corrosion-resistant plate attached to the actuator.

E. Temporary Number Plates

1. Each actuator shall be factory tagged or marked to identify the actuator and the applicable valve or gate by number or service as indicated in the valve or gate schedule.

1.3 SUBMITTALS

A. Complete drawings, details, and specifications covering the actuators and their appurtenances shall be submitted in accordance with the Submittal Procedures section. Submittal drawings shall clearly indicate the country of origin of each actuator and its components.

B. Submittal drawings shall include separate wiring diagrams for each electrically operated or controlled actuator and the electrical control equipment. Each actuator drawing shall be identified with the respective valve number or name.

C. For electric or cylinder actuators, certified copies of reports covering proof-of-design testing of the actuators as set forth in Section 5 of ANSI/AWWA C541 or ANSI/AWWA C542 respectively, together with an affidavit of compliance as indicated in Section 6.3 of ANSI/AWWA C541 or ANSI/AWWA C542 respectively, shall be submitted to Engineer before the actuators are shipped.

PART 2 PRODUCTS

2.1 PERFORMANCE AND DESIGN REQUIREMENTS

A. General

1. Actuators and appurtenances shall be designed for the conditions and requirements as indicated in the respective valve and gate sections.

2. Liberal factors of safety shall be used throughout the design, especially in the design of parts subject to intermittent or alternating stresses. In general, working stresses shall not exceed one-third of the yield point or one-fifth of the ultimate strength of each material.

B. Valve Actuators

1. Each actuator shall be designed to open or close the valve under all operating conditions. Actuators shall be designed for the maximum pressure differential across the valve and maximum velocities through the valve where indicated in the respective valve schedules.

2. Valve actuators shall be provided and adjusted by the valve manufacturer. Actuator mounting arrangements and positions shall facilitate operation and maintenance and

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shall be determined by the valve manufacturer unless indicated otherwise on the Drawings or directed by Engineer.

3. When valves are to be buried, submerged, or installed in vaults; the actuators and accessories shall be sealed to prevent the entrance of water. The design water depth shall be not less than 20 feet.

C. Gate Actuators – Not used.

D. Limit Switches – Not used.

2.2 MATERIALS

A. Except as modified or supplemented herein, materials used in the manufacture of actuators shall conform to the requirements of the applicable governing standard(s).

2.3 VALVE MANUAL ACTUATORS

A. General

1. Manual actuators of the types listed in the valve specifications shall be provided by the valve manufacturer.

2. The direction of rotation of the wheel, wrench nut, or lever to open the valve shall be to the left (counterclockwise). Each valve body or actuator shall have cast thereon the word "Open" and an arrow indicating the direction to open.

3. The housing of traveling-nut type actuators shall be fitted with a removable cover which shall permit inspection and maintenance of the operating mechanism without removing the actuator from the valve. Travel limiting devices shall be provided inside the actuator for the open and closed positions. Travel limiting stop nuts or collars installed on the reach rod of traveling-nut type operating mechanisms shall be field adjustable and shall be locked in position by means of a removable roll pin, cotter pin, or other positive locking device. The use of stop nuts or adjustable shaft collars which rely on clamping force or setscrews to prevent rotation of the nut or collar on the reach rod will not be acceptable.

4. Each actuator shall be designed so that shaft seal leakage cannot enter the actuator housing.

5. Actuator components shall withstand, without damage, an input of 300 foot-lbs [407 J] on the operating nut.

B. Handwheels – Not used.

C. Chainwheels – Not used.

D. Levers – Not used.

E. Chain Levers – Not used.

F. Wrench Nuts

1. Unless otherwise specified on the Drawings, wrench nuts shall be provided on all buried valves and on all valves that are to be operated through floor boxes. Unless

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otherwise directed by Agency, all wrench nuts shall comply with Section 4.4.13 of ANSI/AWWA C500. At least two operating keys shall be furnished for operation of the wrench nut operated valves.

G. Operating Stands – Not used.

H. Wall Brackets – Not used.

2.4 GATE MANUAL ACTUATORS – NOT USED.

2.5 INTELLIGENT ELECTRIC ACTUATORS – NOT USED.

2.6 STANDARD ELECTRIC ACTUATORS – NOT USED.

2.7 HYDRAULIC CYLINDER ACTUATORS – NOT USED.

2.8 AIR CYLINDER ACTUATORS – NOT USED.

2.9 VANE TYPE PNEUMATIC ACTUATORS – NOT USED.

2.10 AIR-OIL CYLINDER ACTUATORS – NOT USED.

2.11 PORTABLE ELECTRIC ACTUATORS – NOT USED.

2.12 PORTABLE HYDRAULIC ACTUATORS – NOT USED.

2.13 ACTUATOR ACCESSORIES

A. Extension Stems

1. Extension stems and stem guides shall be furnished when indicated on the Drawings, or otherwise required for proper valve operation. Extension stems shall be of solid steel and shall be not smaller in diameter than the stem of the actuator shaft. Extension stems shall be connected to the actuator with a single Lovejoy "Type D" universal joint with grease-filled protective boot. All stem connections shall be pinned.

2. Extension stems for buried valve actuators shall extend to within 6 inches of the ground surface, shall be centered in the valve box using spacers, and shall be equipped with a wrench nut.

3. Extension stems for buried valve actuators shall be provided with position indicators as specified in the valve schedules.

B. Position Indicators

Unless otherwise specified, each valve actuator shall be provided with a position indicator to display the position of the plug or disc relative to the body seat opening.

1. Position Indicators for Buried Actuators

a. When specified in the respective valve schedules, each buried valve actuator shall be equipped with a position indicator. Position indicators shall be Indico "Model 179 Valve Position Indicators" manufactured by the Mills Engineering Company, Needham Heights, Massachusetts, or "Diviner" ground level position

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indicator manufactured by the Henry Pratt Company, Aurora, Illinois. Each indicator assembly shall be designed for installation on the extension stem connected to the operating stem of the buried actuator mechanism and shall be mounted in the top section of the valve box beneath the valve box cover. Each indicator shall be equipped with a wrench nut. Internal gearing shall be sealed and protected from the elements.

C. Floor Boxes – Not used.

D. Torque Tubes – Not used.

E. Valve Boxes

1. Each valve buried to a depth of 4 feet or less shall be provided with a slide type valve box. Valve boxes shall be concrete, extension sleeve type, suitable for the depth of cover indicated on the Drawings. Only one extension will be allowed with each slide type valve box. Valve boxes shall be at least 5 inches in inside diameter, shall be at least 3/16 inch thick, and shall be provided with suitable cast iron bases and covers.

2. Each valve buried deeper than 4 feet shall be provided with a valve box consisting of a cast iron cover and a 6 inch C900 PVC section. The cover shall be Brooks No. 1-RT Cover. The pipe shaft shall extend from the valve to 5 inches inside the valve box cover.

3. All parts of valve boxes, bases, and covers shall be shop coated with manufacturer's standard coating.

4. Valve boxes which are to be provided with position indicators shall have top sections and covers designed for proper installation of the position indicator and accessories.

2.14 SHOP PAINTING

A. All ferrous metal surfaces, except bearing and finished surfaces and stainless steel components of valve actuators and accessories, shall be shop painted for corrosion protection. The valve manufacturer's standard coating will be acceptable, provided it is functionally equivalent to the specified coating.

B. The following surfaces shall be painted:

Polished or Machined Surfaces	Rust-preventive compound.
Other Surfaces	Epoxy.
Actuators and Accessories	Universal primer.

PART 3 EXECUTION

3.1 INSTALLATION

A. Actuators will be installed on the valves in accordance with 15010 Valve Installation section.

END OF SECTION

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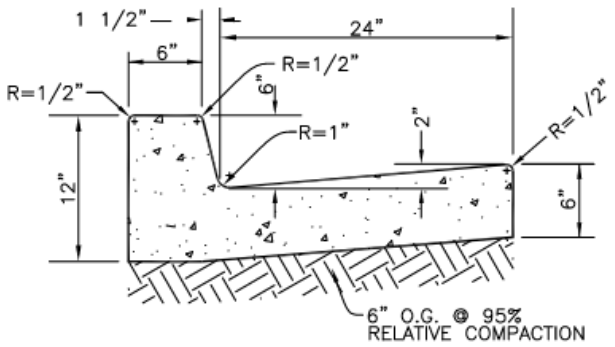
APPENDIX B

COUNTY STANDARD DETAILS

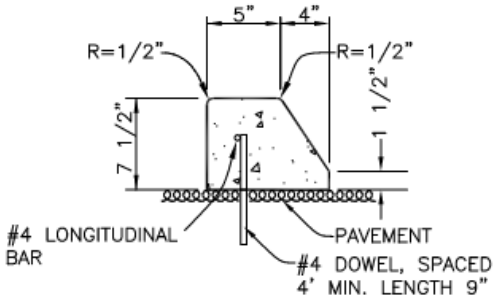
Additional information is available at the Kern County Public Works' website at link below:

https://www.kernpublicworks.com/home/showpublisheddocument/10446/638386007547930000

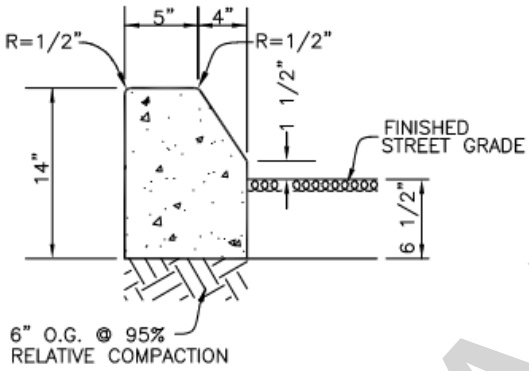
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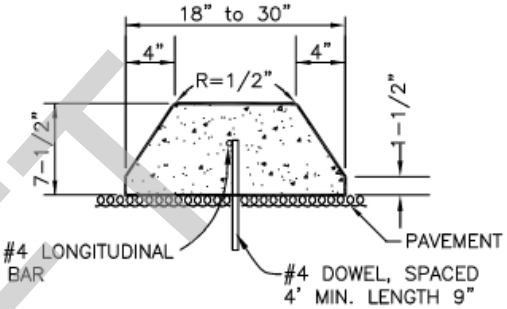
TYPE A2-6 CURB AND GUTTER



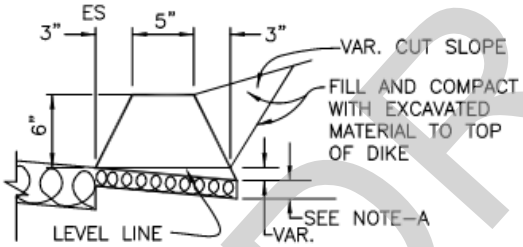
TYPE B5 CURB



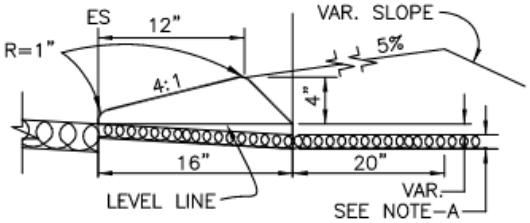
TYPE B1 CURB



TYPE B6 CURB



TYPE "A"-ASPHALT CONCRETE
HIGH DIKE



TYPE "E"-ASPHALT CONCRETE
MOUNTABLE DIKE

NOT TO SCALE

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NOTE:
1. CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR MINOR CONCRETE (MIN. CEMENT CONTENT 505 LB/CU.YD.) CONCRETE SHALL CONTAIN NO ADDITIVES UNLESS APPROVED PRIOR APPROVAL IS OBTAINED FROM THE COUNTY ENGINEER.
2. NO COLORING SHALL BE ADDED.
3. FOR EPOXY GLUE ON CURB, ELIMINATE THE REBAR AND SEE CALTRANS STANDARD SPECIFICATIONS FOR EPOXY INSTALLATION.

NOTE-A:
1. EXTEND TOP LAYER OF AC PLACED ON THE SHOULDER UNDER DIKE WITH NO JOINT AT THE ES.

KERN COUNTY PUBLIC WORKS
GROUNDED · BOUNDLESS

STANDARD CURBS

COUNTY OF KERN
STATE OF CALIFORNIA
DEVELOPMENT STANDARD

REVISIONS DATE	DESC
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DRAFTED BY: R.R.P.
DESIGNED BY: J.R.C.
DATE DRAFTED: 09/30/23
APPROVED BY: J.R.C.

PLATE NO.
R-52

DWG FILE: K:\BUILDINGDEV\DEVELOPMENT REVIEW\DEV_STD\2023\2023 REVISED DRAWINGS\ROADS\R-52

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KERN COUNTY PUBLIC WORKS
GROUNDED : BOUNDLESS

MODIFIED TYPE "C" APPROACH HEAVY TRUCK USAGE AREAS

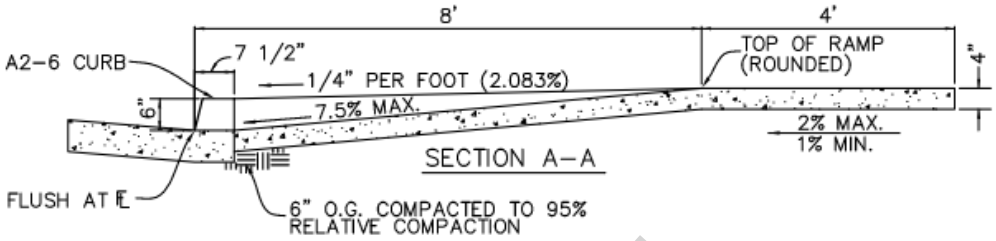
COUNTY OF KERN
STATE OF CALIFORNIA
DEVELOPMENT STANDARD

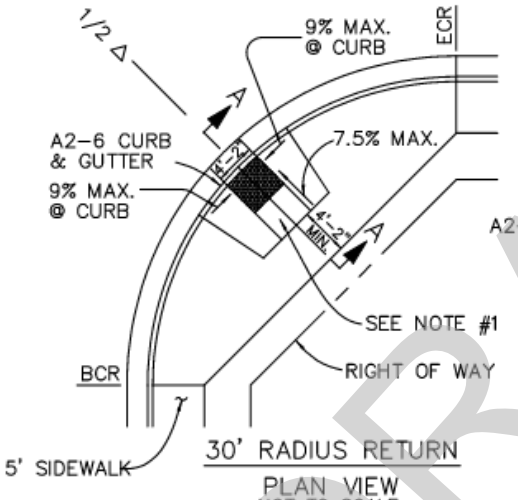
REVISIONS DATE	DESC

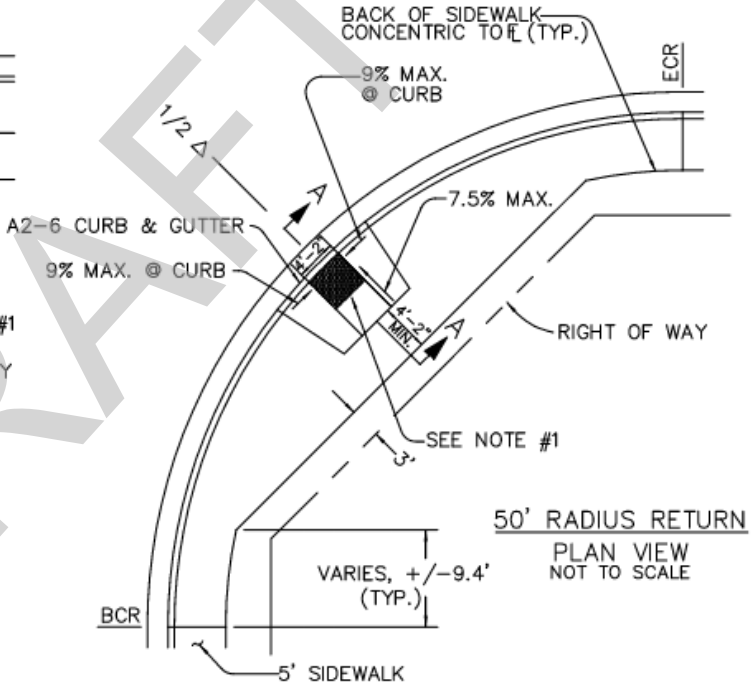
DRAFTED BY:	R.R.P.
DESIGNED BY:	J.R.C.
DATE DRAFTED:	09/30/23
APPROVED BY:	J.R.C.

PLATE NO.
R-58

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DRAFT

NOTES:

1. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'-0" IN DEPTH OF THE RAMP, EXCLUDING THE FLARED SIDES. DETECTABLE WARNING PRODUCTS SHALL BE DSA-AC APPROVED.
2. CONCRETE SHALL BE MINOR CONCRETE. NO COLORING SHALL BE ADDED.
3. CONSTRUCT WHEELCHAIR RAMP AT ALL RETURNS.
4. ARTERIAL AND COLLECTOR INTERSECTIONS MAY REQUIRE DUAL WHEELCHAIR RAMPS.
5. TRANSITION GUTTER PAN SLOPE FROM 1" OF DEPTH FOR EACH 2'-0" OF WIDTH TO MATCH TYPICAL GUTTER PAN SLOPE.

KERN COUNTY PUBLIC WORKS
GROUNDED · BOUNDLESS

WHEELCHAIR RAMP CURB SIDE SIDEWALK

COUNTY OF KERN
STATE OF CALIFORNIA
DEVELOPMENT STANDARD

REVISIONS DATE	DESC
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DRAFTED BY: R.R.P.
DESIGNED BY: J.R.C.
DATE DRAFTED: 09/30/23
APPROVED BY: J.R.C.

PLATE NO.
R-60

DWG FILE: K:\BUILDINGDEV\DEVELOPMENT REVIEW\DEV_STD\2023\2023 REVISED DRAWINGS\ROADS\R-60

NOTES:

1. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'-0" IN DEPTH OF THE RAMP, EXCLUDING THE FLARED SIDES. DETECTABLE WARNING PRODUCTS SHALL BE DSA-AC APPROVED.
2. CONCRETE SHALL BE MINOR CONCRETE. NO COLORING SHALL BE ADDED.
3. CONSTRUCT WHEELCHAIR RAMP AT ALL RETURNS.
4. ARTERIAL AND COLLECTOR INTERSECTIONS MAY REQUIRE DUAL WHEELCHAIR RAMPS.
5. TRANSITION GUTTER PAN SLOPE FROM 1" OF DEPTH FOR EACH 2'-0" OF WIDTH TO MATCH TYPICAL GUTTER PAN SLOPE.
6. ONLY TO BE USED WHERE ADEQUATE R/W IS NOT AVAILABLE.

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KERN COUNTY PUBLIC WORKS
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WHEELCHAIR RAMP PROPERTY LINE SIDEWALK

COUNTY OF KERN
STATE OF CALIFORNIA
DEVELOPMENT STANDARD

REVISIONS DATE	DESC

DRAFTED BY: R.R.P.
DESIGNED BY: J.R.C.
DATE DRAFTED: 09/30/23
APPROVED BY: J.R.C.

PLATE NO. R-61

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KERN COUNTY PUBLIC WORKS
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STANDARD CONCRETE CROSS DRAIN TYPICAL

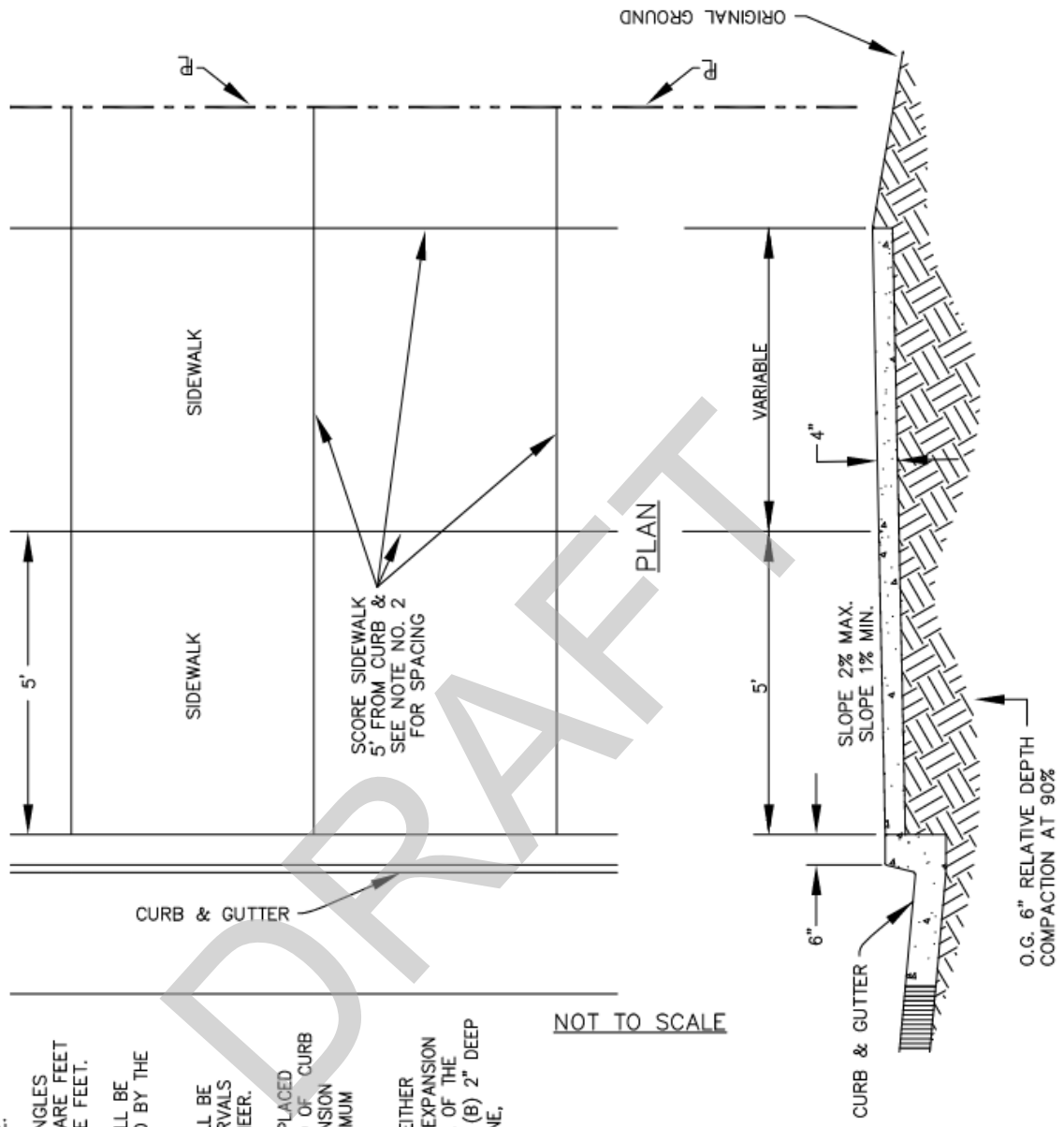
COUNTY OF KERN
STATE OF CALIFORNIA
DEVELOPMENT STANDARD

REVISIONS DATE	DESC

DRAFTED BY: R.R.P.
DESIGNED BY: J.R.C.
DATE DRAFTED: 09/30/23
APPROVED BY: J.R.C.

PLATE NO.
R–62

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NOTES:

1. SLOPE IS PLUS 2% MAX FROM TOP OF CURB TO PROPERTY LINE.
2. SCORE SIDEWALK IN RECTANGLES OF NOT LESS THAN 12 SQUARE FEET NOR MORE THAN 20 SQUARE FEET.
3. CONCRETE FOR SIDEWALK SHALL BE MINOR CONCRETE AS APPROVED BY THE "COUNTY OF KERN".
4. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 8 FOOT INTERVALS OR AS DIRECTED BY THE ENGINEER.
5. EXPANSION JOINTS SHALL BE PLACED AT SIDES OF STRUCTURES, END OF CURB RETURNS, AND OPPOSITE EXPANSION JOINTS IN EXISTING CURB. MAXIMUM SPACING – 60 FT.
6. EXPANSION JOINTS SHALL BE EITHER (A) 1/4" TO 1/2" PREMOLDED EXPANSION JOINT FILLER PER SEC. 51-1.12 OF THE STANDARD SPECIFICATIONS, OR (B) 2" DEEP SCORED JOINT (WEAKENED PLANE, EXTRUSION MACHINE ONLY).

KERN COUNTY PUBLIC WORKS
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STANDARD SIDEWALK DETAIL TYPE 1

COUNTY OF KERN
STATE OF CALIFORNIA
DEVELOPMENT STANDARD

REVISIONS DATE	DESC

DRAFTED BY: R.R.P.
DESIGNED BY: J.R.C.
DATE DRAFTED: 09/30/23
APPROVED BY: J.R.C.

PLATE NO. R-64

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APPENDIX C

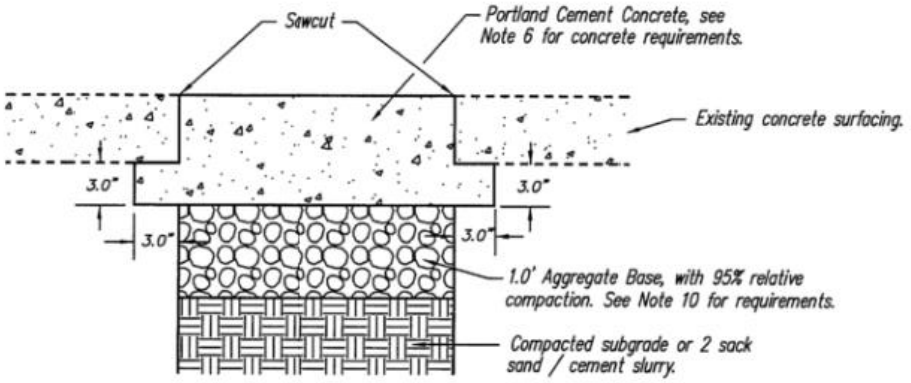
CITY STANDARDS AND DETAILS

Additional information is available at the City of Bakersfield's website at links below:

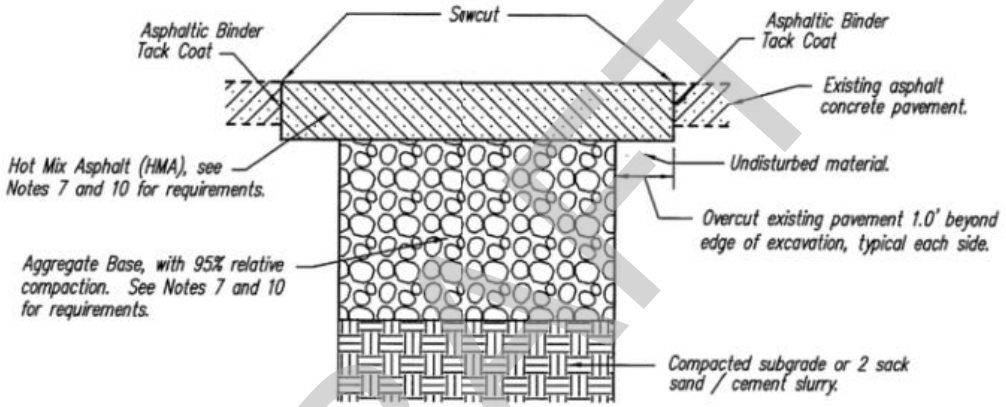
https://www.bakersfieldcity.us/943/Subdivision-Engineering-Design-Manual

https://content.civicplus.com/api/assets/f6b7372e-adfd-4772-9517-9464a53ea6c8

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PATCH IN CONCRETE SURFACE



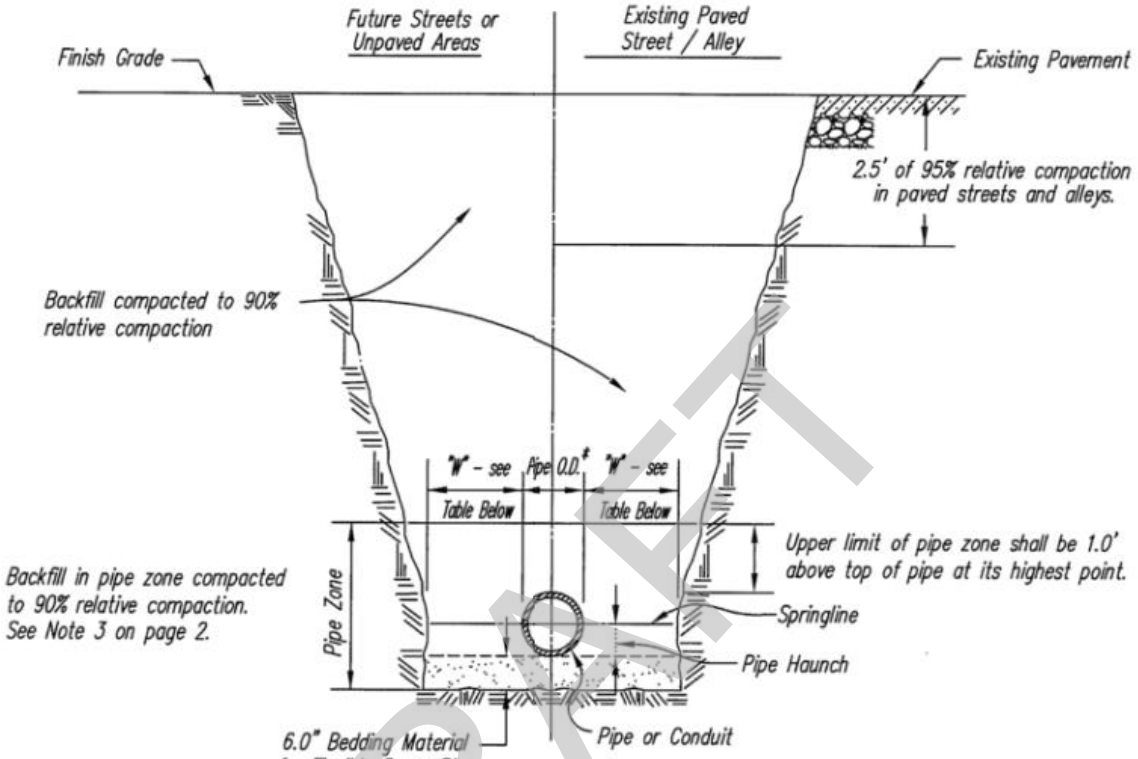
PATCH IN ASPHALT CONCRETE / ROAD MIX SURFACE

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NOTES:

1. All workmanship and materials shall conform to the applicable sections of the specifications entitled "State of California, Department of Transportation, Standard Specifications", hereafter known as "Standard Specifications", current City approved edition.
2. A current Street Permit issued by the City of Bakersfield Public Works Department must accompany all work within the City right-of-way.
3. Sawcuts shall be made parallel to and at right angles to the street centerline or curb line or as directed by the City Engineer. Minimum patch width shall be 2.0' at its smallest dimension.
4. Patches less than 2.0' from existing patches, edge of pavement or gutter/median curb shall be enlarged to include the remaining area of existing pavement.
5. Multiple areas, less than 2.0' apart, shall be combined into one continuous patch as directed by the City Engineer.
6. Concrete for patches in concrete surface streets shall conform to the requirements of the Standard Specifications. The cementitious material content of the concrete must be at least 590 lb/cu yd. Concrete shall contain no additives unless prior approval is obtained from the City Engineer.
7. Section for patches in asphalt concrete surfaces shall meet the following minimum requirements:
   Local Street – 0.40' Type A or Type B Hot Mix Asphalt (HMA) over 0.50' aggregate base.
   Arterial or Collector Street – 0.70' Type A Hot Mix Asphalt (HMA) over 1.0' aggregate base.
8. With prior approval of the City Engineer, the structural section for larger areas of pavement patch may be designed per the requirements of Section 5.3.1.
9. Asphaltic binder tack coat shall conform to the requirements of Section 39 of the Standard Specifications.
10. See City Standard Details ST-12 for trench backfill and compaction requirements and ST-13 for roadway subgrade compaction, aggregate base and HMA requirements.
11. Patches in concrete streets overlaid with asphalt concrete shall meet the requirements for patches in asphalt concrete streets.

	STANDARD PAVEMENT PATCH	DATE 2019
		DRAWN JCU/BW
		CHECKED S LESH
		SCALE N.T.S.
APPROVED CITY ENGINEER	CITY OF BAKERSFIELD CALIFORNIA PUBLIC WORKS DEPARTMENT	SHEET NO. ST-11



* Outside diameter (O.D.) of pipe as measured at pipe bell.

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NOTES

1. All workmanship and materials shall conform to the applicable sections of the specifications entitled "State of California, Department of Transportation, Standard Specifications", hereafter known as "Standard Specifications", current City approved edition.

2. A current Street Permit issued by the City of Bakersfield Public Works Department must accompany all work within the City right-of-way.

SEE PAGE 2 FOR ADDITIONAL NOTES

TRENCH WIDTH REQUIREMENTS:

PIPE SIZE	ADDITIONAL TRENCH WIDTH ("W")	
Inside Diameter of Pipe	Compacted Select or Native Material Backfill	Class I Material (gravel) or 2 Sack Slurry Backfill
less than 12"	12.0"	4.0"
12" up to 24"	12.0"	6.0"
larger than 24"	18.0"	12.0"

APPROVED

CITY ENGINEER

STANDARD
TRENCH BACKFILL AND COMPACTION REQUIREMENTS

CITY OF BAKERSFIELD
CALIFORNIA

PUBLIC WORKS DEPARTMENT

DATE 2019
DRAWN JCU/BW
CHECKED S LESH
SCALE N.T.S.
SHEET NO. ST-12
PAGE 1 OF 2

ADDITIONAL NOTES:

3. Backfill Requirements Within the Pipe Zone:

Rigid Pipes – Backfill material shall be free of any deleterious material and shall have a Sand Equivalent of not less than 20 and shall conform to the following grading:

Sieve Size	Percentage Passing
¾" (20mm)	100%
No. 4	35 – 100
No. 30	20 –100

Backfill material up to the pipe springline shall be hand placed and properly compacted so as not to damage or disturb the pipe in its alignment or grade. Backfill material up to the pipe springline shall have compaction verified prior to placing additional backfill. All backfill in the pipe zone shall be placed and compacted in not to exceed 1.0' loose lifts. Class I or II backfill material may be substituted for the above requirements within the pipe zone.

Flexible Pipes – Only Class I or II material will be accepted for backfill within the pipe zone, except for flexible pipe Sewer Main Lines, where a 6.0" bedding of Class I material (gravel) is required. The Class I material shall continue to the pipe springline. When the sewer main line has a design grade of 1% or greater, the Class I bedding and haunch backfill requirement may be eliminated. All bedding and haunch backfill shall be hand placed and properly compacted to the pipe springline so as not to disturb or displace the pipe. Placement and compaction of backfill up to the pipe springline shall be verified prior to placement of additional material. All backfill in the pipe zone shall be placed and compacted in not to exceed 1.0' loose lifts.

Class I and II material shall meet the requirements of ASTM D 2321, with maximum aggregate size not to exceed 3/4".

4. Backfill Requirements Above the Pipe Zone:

All Pipe Types – Backfill material above the pipe zone shall be free of deleterious material and shall not contain stones or lumps exceeding 4.0" in greatest dimension. Material shall be placed and compacted in not to exceed 2.0' loose layers and each layer shall have compaction verified prior to placement of additional backfill. Water flooding and jetting will not be allowed.

5. All trench backfill shall be compacted to 90% of maximum dry density as determined by ASTM D 1557. The upper limits of trench backfill within existing paved streets or alleys shall be compacted to 95% of maximum dry density to a depth of 2.5' below finished grade. All compaction testing shall be performed in the presence of the City Engineer. The number and location of compaction tests shall be determined by the City Engineer. Each layer of backfill shall meet the requirements for compaction, sand equivalent and gradation before additional backfill is placed.

6. Sand/Cement slurry containing 2 sacks of cement per cubic yard may be substituted for compacted backfill with the prior approval of the City Engineer.

7. For pavement patch requirements, see Standard Details ST–11 and ST–13.

DRAFT

APPROVED

CITY ENGINEER

STANDARD
TRENCH BACKFILL AND COMPACTION REQUIREMENTS

CITY OF BAKERSFIELD
CALIFORNIA

PUBLIC WORKS DEPARTMENT

DATE 2019
DRAWN JCU/BW
CHECKED S LESH
SCALE N.T.S.
SHEET NO. ST–12A
PAGE 2 OF 2

APPENDIX D

KERN COUNTY PUBLIC WORKS ENCROACHMENT PERMIT

Additional information is available at the Kern County Public Works' website at link below:

https://www.kernpublicworks.com

DRAFT

Kern County Encroachment Permit

Applicant,

Kern County requires an Encroachment Permit (Permit) for all surveying, traffic control, and/or construction that may occur within the County's road right of way. If you do not know if your project will require an encroachment permit, you may contact the Road Permits Office at (661) 862-8827.

Kern County Public Works Department does not issue permits for state or federal highways, or for Kern County's 11 incorporated cities (Arvin, Bakersfield, California City, Delano, Maricopa, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, Wasco). Permits must be obtained directly from those agencies for projects within their jurisdiction.

All permit requests are processed in the order received. Please allow for 2-weeks to process the application. Processing will not commence until all materials (including insurance, diversion plans, etc.) are received. Insurance will be required for Annual permits only. Approved permits will be e-mailed to the contact person's e-mail address. Changes may not be made to a permit once issued. For changes, please submit a new permit application, and if applicable, a rider to the original permit will be issued.

Attached is a copy of the permit application, a list of required attachments, and the standard permit conditions. Please complete the application and submit it, with all the required documentation via E-mail to the Kern County Public Works Department, see contact information below.

DRAFT

Thank you,



Joshua Champlin, Director

Kern County Public Works Department

KERN COUNTY Public Works

Joshua Champlin, P.E.
DIRECTOR OF PUBLIC WORKS

PERMIT #

Kern County Encroachment Permit Application

☐Property Owner ☐Utility Company ☐Licensed Contractor

Applicant:	
Name:	
Mailing Address:	
City/State/Zip:	
E-Mail:	
Phone Number:	
Contact Person:	

Property Owner (☐ Same as Applicant)	
Name	
Mailing Address:	
City/State/Zip:	
E-Mail:	
Phone Number:	

Road Permits Contact Info: Ph (661) 862-8827 Fax (661) 862-8987 Email: permit@kerncounty.com

Annual Request: ☐ **Yes** ☐ **No** Rider Permit: ☐ **Yes** ☐ **No** If Yes: Permit #

Contractor Permit: ☐ **Yes** ☐ **No** If Yes: Permit #

Request for: (Describe work to be performed) ☐ **Emergency** ☐ **Drive Approach** ☐ **Utility**

☐ **New Development** ☐ **Street Improvement** ☐ Tract # ☐ **Other**

Location: (Address or description of location, attach photos if available)

By signing this application, I agree to the conditions and terms of the encroachment permit. Permit shall be stamped "signature on Application."

Sign: _____ Date _____

APPLICANT WILL NOT WRITE BELOW THIS LINE	
	Office Use Only
	Inspector:
	Approved by:
	Date:

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PERMIT #

Kern County Encroachment Permit Application Page 2

Request for: (Describe work to be performed) ☐ **Residential** ☐ **Commercial**

Location: (Address or description of location, attach photos if available)

By signing this application, I agree to the conditions and terms of the encroachment permit. Permit shall be stamped "signature on Application."

Sign: _____ Date _____

	APPLICANT WILL NOT WRITE BELOW THIS LINE	
		Office Use Only
		Inspector: _____
		Approved by: _____
		Date:

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Required Documents and Deadlines

☐ Permit Application;

☐ A set of legible construction plans or standard plates.

☐ A construction schedule.

☐ A Traffic Control Plan for projects that will require partial or full closures of travel lanes or shoulders. Traffic Control must conform to the work being performed. For projects that require full closures (A Closure Application will be required), please provide:

- Why a full closure is necessary instead of a partial closure;
- Hours and days of closures;
- Length of Closure; and
- A Detour Plan.

☐ Insurance Certificate only for Road Closures and Annual Permits.

☐ No permit to excavate shall be valid unless the applicant has been provided an inquiry identification number by a regional notification center (USA DIG ALERT) pursuant to California Government Code Section 4216. This number should be provided to the County at the time you provide the 48-hours notification that work will begin.

☐ Bond Required for Certain Projects. The bond will be required for 100% of Performance and 100% of Labor and Materials to meet County Standards for the following projects.

- Street Improvement Plans approved by the County;
- Trenching across any road; and
- Projects with an overall value exceeding $300,000.

Note: All incomplete applications will be returned and discarded at the time of return. The Applicant will be required to resubmit the application and required attachments in a single email.

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Encroachment Permit Standard Conditions

The following are standard terms and conditions for all encroachment permits issued by the Kern County Public Works Department. These terms and conditions may vary depending on the type of work permitted and are only to be used for reference. The applicant is responsible to review the terms included in the issued permit and agree to those terms upon signature of the issued permit. All conditions listed will be in-force unless specifically permitted on the face of the permit.

1. **Definition**: This permit is issued under Chapter 12.16 of the County of Kern Ordinance Code, and Chapter 5.5 of Article 2 of the Streets and Highways Code. The term "encroachment" is used in this permit as defined in said provision. The term "grantor" shall mean the Director of Public Works Department of the County of Kern.
2. **Acceptance of Provisions:** The Permittee agrees that the performance of any work under this permit shall constitute an acceptance by the Permittee of provisions hereof. A surety bond in a form and amount satisfactory to the Grantor may be required to ensure performance in accordance with all terms, conditions and restrictions hereof.
3. **No Precedent Established:** This permit is granted with the understanding that no precedent shall be established on the question of permitting any certain kind of encroachment within county right-of-way.
4. **Keep Permit on the Work Site:** This permit shall be kept at the site of the work and upon request must be shown to any representative of the Grantor or any Law Enforcement Officer.
5. **Permits from Other Agencies:** The Permittee shall, whenever required by law, secure a written order or consent to the doing of the work from the California Public Utilities Commission, or any other public board or agencies having jurisdiction, this permit shall not be valid or effective until such order or consent is obtained.
6. **Hours of Work**: All permit activity shall be conducted between the hours of 8:00 am and 4:00 pm, Monday - Friday unless specified on the permit. No permit activity shall occur during County Holidays as listed by the Kern County Clerk. If Grantor permits work outside of these days and hours, the cost of inspection will be borne by the Grantee. Permit activity includes all work described on the face of the permit AND all work required to comply with the provision of the permit.
7. **Clean Up Right-of-Way:** Temporary stockpiling of material or debris spoils are not allowed in the public right of way unless specifically authorized in the permit or by the permit inspector. Upon completion of work, all brush, timber, scraps and other material shall be entirely removed, and the right of way left in a condition satisfactory to the Grantor. Clean up shall include any necessary sweeping or cleaning of roadway surfaces to remove earth and debris deposited by spillage or tracking from the work area.
8. **Protection of Traffic:** Protection and control of the traveling public shall be in accordance with the requirements set forth in the current issue of the “Manual on Uniform Traffic Control Devices (MUTCD) with California Supplement approved by the Federal Highway Administration and the California Department of Transportation.” Unless otherwise noted on permit, the work shall be carried out in such a manner that public traffic is not obstructed. Adequate warning devices shall be installed and maintained by Permittee until completion of work. Permittee agrees to reimburse Grantor for any costs that may be incurred by Grantor for correcting inadequate signing.
9. **Standards of Construction:** All work shall conform to Kern County Development Standards, and the California Department of Transportation’s Standard Specifications, current edition. This permit does not constitute approval of any violations of ordinances or regulations. The provisions of the permit shall supersede the Standard Specifications, if in conflict.
10. **Survey Monuments:** All survey monuments within the project limits; in jeopardy of being covered, damaged, destroyed or otherwise disturbed; shall be tied out and have a corner record filed with the county surveyor prior to commencement of construction activities. Upon completion of construction the monuments will be reset, if necessary, and a standard survey monument encasement (Plate R-70) installed. A new corner record shall be filed with the county surveyor for all reset and/or replaced monuments. Corner records are to be submitted by a licensed land surveyor. Refer to section 8771 (b) of the Professional Land Surveyors' Act.
11. **Supervision of Grantor**: All work to be done shall be subject to the supervision and satisfaction of the Grantor. When requested by Grantor, Permittee shall immediately provide test reports or other certificates specified by Grantor verifying compliance with the quality and performance requirements of the permit. Prior to commencing work Permittee shall give 48 hours’ notice to Grantor, or the person specified on the Permit. Permittee shall give 24 hours’ notice to Grantor if resuming work after moving off the job and prior to paving. (Failure to notify the County as stated shall immediately terminate this permit).
12. **Maintenance, Repair, and Relocation:** Permittee shall properly maintain and repair any encroachment authorized herein, unless such maintenance and repair by Permittee is exempted by law, and shall exercise reasonable care in inspecting for and immediately repairing any injury to the highway which occurs as a result of the existence of said encroachment or as the result of any work done, hereunder. The Permittee agrees that upon request by the Grantor, said encroachment will be immediately removed at the Permittee's own sole risk, cost and expense, unless otherwise provided by law.

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13. Liability for Damages: The Permittee shall indemnify the County of Kern, and any of its officers, employees, servants and agents, and shall defend and hold them harmless from any and all claim of liability for personal injury or property damage due to any acts or failure to act in connection with any construction, repair or maintenance arising from or in connection with any work permitted herein. It is the responsibility of the Permittee to determine the location of any existing underground facilities within the work area and to arrange for any necessary relocations.
14. Making Repairs: The Permittee shall promptly make any and all repairs to right-of-way surfaces and road paving unless the Grantor gives notice of its election to make such repairs itself. If the Grantor gives such notice, the Permittee shall immediately purchase and have delivered at the site materials specified by the Grantor. All payments for labor, equipment and other charges by the Grantor for or on account of such work shall be made by the Permittee within ten (10) days from the date of any bill, written order or voucher sent by or approved by the Grantor. The Grantor may require a deposit in an amount sufficient to cover the estimated cost before starting such.
15. Care of Drainage: Established drainage is not to be altered unless specifically authorized.
16. Prosecution of the Work: Permittee shall diligently perform the work with minimum interference to public traffic and adjacent properties. Access to adjacent properties shall always be maintained unless otherwise permitted by property owners. Unreasonable delays in completing the work may be cause for permit revocation and forfeiture of future permit privileges. Grantor reserves the right to require a performance bond of amount warranted by the nature of the work, prior to or during performance of the work.
17. Submit As-Builts: After completion of underground or surface work of consequence or if work differs from the plans submitted for the permit, the Permittee shall, when requested, furnish to the Public Works Department, an As-Built plan showing the exact location of encroachment and other details.
18. Public Safety: Excavations within the right of way shall comply with all applicable portions of Cal/OSHA requirements and California Code of Regulation Title 8 Section 1540 and following. Open trenches or pits left open during non-working hours shall be protected from eh public vial placement of "Non-Skid" steel trench plating properly secured to cover the opening. Unless otherwise specified in the permit, all excavations within the right of way must be backfilled and compacted within 72 hours.
19. Pavement Resurfacing: Pavement on traffic lanes shall be repaired on the same day excavation is made unless otherwise permitted by the Grantor. Temporary asphalt surfacing material (cold mix asphalt) four inches in thickness may be used provided the Permittee maintains the temporary surfacing until final repair is made. Final repair shall typically be completed within 10 days of excavation, unless extended by the Grantor through a rider, addendum, or plan review and approval.
20. Maintain Surface: The Permittee shall maintain the surface over all structures placed hereunder as long as same shall exist.
21. Crossing Roadway: Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing the surface thereof. The pavement or roadway shall not be cut or otherwise disturbed unless specifically permitted on the reverse side hereof. Service pipes are not permitted inside culvert structures used as drainage facilities.
22. Casings: A casing is required for all pipes, greater that 4 inches, crossing road containing water, gas, oil, or other liquids.
23. Limit of Excavation: No excavation shall be made closer than eight (8) feet from the edge of pavement except as may be specified on the reverse side hereof.
24. Tunneling: No tunneling is permitted except as specifically authorized on the reverse side hereof.
25. Depth of Pipes: There shall be a minimum of thirty-six (36) inches of cover over all other pipelines or conduits unless authorized by the Grantor.
26. Backfilling: Unless specified otherwise on the permit, all excavations shall be filled as soon as possible and compaction provided as follows: (A) Under all surfaced roads, driveways, frontage paving, or within 8' of edge of pavement, all of the excavated area which lies two (2) feet six (6) inches below the surface shall be compacted to 95% relative compaction. (B) In those portions of the County right of way not included in (A) above, the excavated area shall be compacted to 90% relative compaction or to the density equal to the native soil density, whichever is greater. The inspector may require compaction testing to ensure compliance with these requirements, the cost of this inspection will be the responsibility of the Grantee. A 2-sack slurry may be used in leu of the above compaction requirements.
27. Pipes Along the Roadway: Pipes and utilities paralleling the pavement shall be located at such distance and at such depth from the pavement as specifically directed on the reverse side hereof. Cutting of tree roots is not permitted.
28. Location of Pole Lines: Unless otherwise specified on the permit, all pole lines and all above ground utility structures shall be a minimum of 8' from edge of pavement.
29. Public Utilities Commission Orders: All clearance and type of construction shall be in accordance with all applicable orders of the California Public Utilities Commission unless more restrictive provisions are required by County Ordinance.
30. Permission from Property Owners: Whenever deemed necessary by the Grantor, the Permittee shall secure written permission from abutting property owners prior to the starting of any work hereunder.
31. Grades and Specifications: Grades and types of construction shall be as detailed by plans or stated on the reverse side hereof.

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Send Approved Permit by: (Check One)

Call for Pickup: ☐

Email: ☐

Email Address:_____

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APPENDIX E

CITY OF BAKERSFIELD ENCROACHMENT PERMIT

Additional information is available at the City of Bakersfield's website at link below:

https://www.bakersfieldcity.us/

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BAKERSFIELD

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Encroachment permit is defined as a permit for any temporary fixture such as a fence, wall, architectural moldings, light fixtures, private communication lines, tables and chairs or any other facility which intrudes into, upon, over, or under any street, alley, sidewalk, or public way, now open or dedicated or which will be dedicated to public use or any property belonging to the City but does not necessarily prevent public travel. NOTE: Signs in the City right-of-way are illegal per City Municipal Code. No encroachment permit will be issued for signage.

ENCROACHMENT PERMITS REQUIREMENTS

(Permit requirements may very)

- □ Application
- □ Permit Fee of $652.00
- □ Scaled Drawing; Minimum 8 ½ x 11 showing encroachment on the site in relation to existing curb, gutter and sidewalk, signs, trees, streetlights, utility boxes or any item within the encroachment area, along with distances from all items listed above to the encroachment. Drawing to include curb, gutter and sidewalk, line of site requirements (see City Standard T-11) if applicable and any additional information that may assist City staff their review.
- □ Type and Amount of Insurance Coverage for encroachment installation or construction for:
  Residences: Homeowners Personal Liability coverage in an amount of at least $300,000
  Commercial: See next page
- □ Signatures from surrounding neighbors or business owner
- □ Boundary survey that shows the right-of-way/property with proposed encroachment location shown prepared by a licensed land surveyor (approved street improvement plans may be acceptable verify with City staff)
- □ Written justification and description of the need for the encroachment, including dollar amount of any damages and description of damages
- □ For walls of any type: Provide wall calculations stamped and signed by a registered civil engineer
- □ Contact Dig-Alert 811 for utility markings, provide Dig-Alert ticket number
- □ Provide pictures showing all utility markings from Dig-Alert 811
- □ Letter from all utility providers in the area stating encroachment does not interfere with their facilities
- □ Notice that the Removal or Damage to Private Encroachment within Public Road Right-of-Way to be signed, recorded, and copy of the recorded document given to City (Word document available request from City staff)

With the submittal of all items above there is no guarantee of approval from the Public Works Department. If you have additional questions, please contact our office at (661) 326-3724.

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Public Works Department
1501 Truxtun Avenue, Bakersfield, CA 93301
661-326-3724 FAX: 661-852-2120

ACCREDITED AGENCY APWA

ENCROACHMENT PERMIT APPLICATION FORM

CITY OF BAKERSFIELD
PUBLIC WORKS DEPARTMENT
1501 TRUXTUN AVE
BAKERSFIELD CA 93301
(661) 326-3724 Fax: (661) 852-2012

LOCATION OF ENCROACHMENT(Address required where available): _____

_____

If there is no address adjacent to work, describe limits of work by distances from nearest existing street intersection.

APPLICANT INFORMATION

FULL NAME OF APPLICANT_____

COMPLETE ADDRESS: _____ **PHONE:** _____

_____ **FAX:** _____

_____ **CELL:** _____

PROJECT INFORMATION

DESCRIPTION OF ENCROACHMENT (Example: Wood or wrought iron fence, concrete block wall, raised planter, etc.): _____

_____

_____

PERIOD OF TIME FOR ENCROACHMENT: INDEFINITE or OTHER: _____

(Please Circle) .

CONTACT PERSON_____ **PHONE:** _____

See Encroachment Permit Requirements on reserve side.

Applicant agrees that if this application is granted, applicant shall indemnify, defend and hold harmless the City, its officers agents and employees against any and all liability, claims, actions, causes of action or demands, whatsoever against them, or any of them, before administrative, quasi-judicial, or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by applicant's placement, erection, use (by applicant or any other person or entity) or maintenance of said encroachment. The applicant further agrees to maintain the aforesaid encroachment during the life of said encroachment or until such time that this permit is revoked.

Applicant further agrees that upon the expiration of the permit for which this application is made, if granted or upon the revocation thereof by the City Engineer, applicant will at his own cost and expense remove the same from the public property or right of way where the same is located, and restore said public property or right of way to the condition as nearly as that in which it was before the placing, erection, maintenance or existence of said encroachment.

Applicant further agrees to obtain and keep all liability insurance required by the City Engineer in full force and effect for however long the encroachment remains. Applicant shall furnish the City Risk Manager with a Certificate of Insurance evidencing sufficient coverage for bodily injury or property damage liability or both and required endorsements evidencing the insurance required. The type(s) and amount(s) of insurance coverage required are:

Residences: Homeowners General Liability coverage in an amount of at least $300,000.00

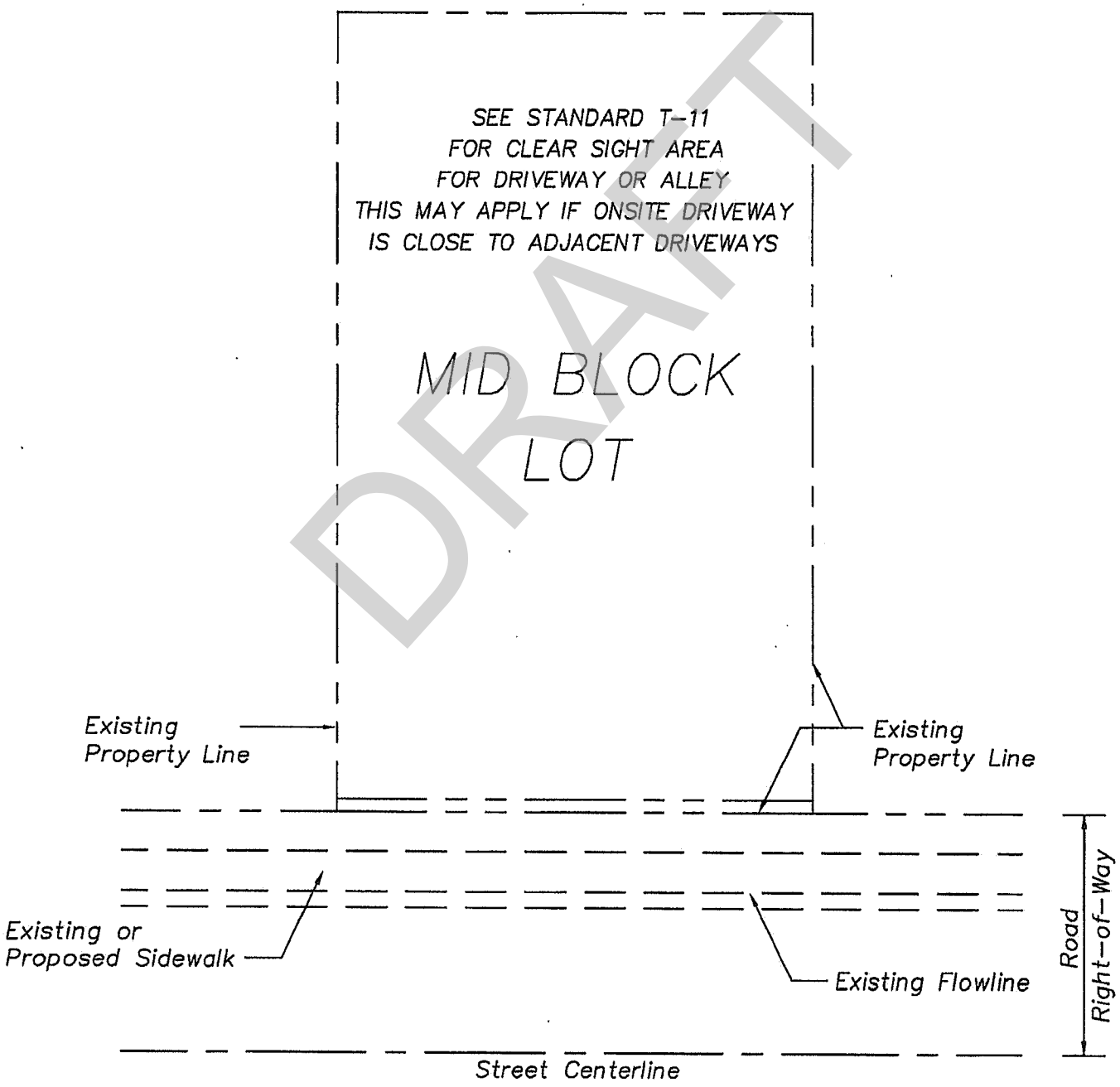
Commercial: Commercial Liability coverage in an amount of at least $1,000,000.00

The Commercial Liability policy must identify City and City's mayor, council, officers, agents, employees, and designated volunteers as Additional Insureds.

Encroachment Permit Fee: $652.00

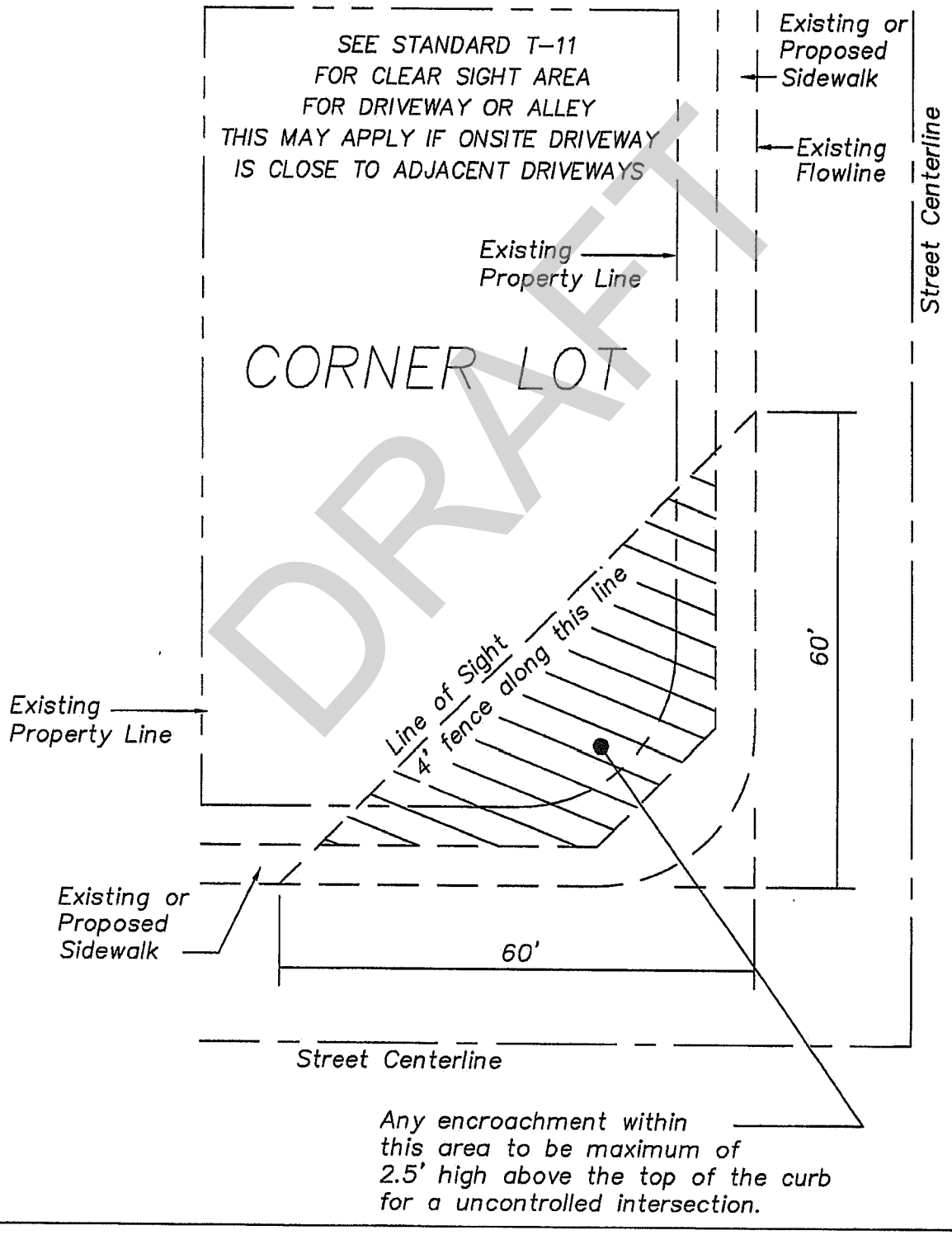
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ILLUSTRATE LOCATION OF ENCROACHMENT ON THE DRAWING BELOW WITHIN ROAD RIGHT-OF-WAY AREA INCLUDING DRIVEWAY ON THE LOT AND ON ADJACENT LOTS DISTANCE FROM CURB TO ENCROACHMENT

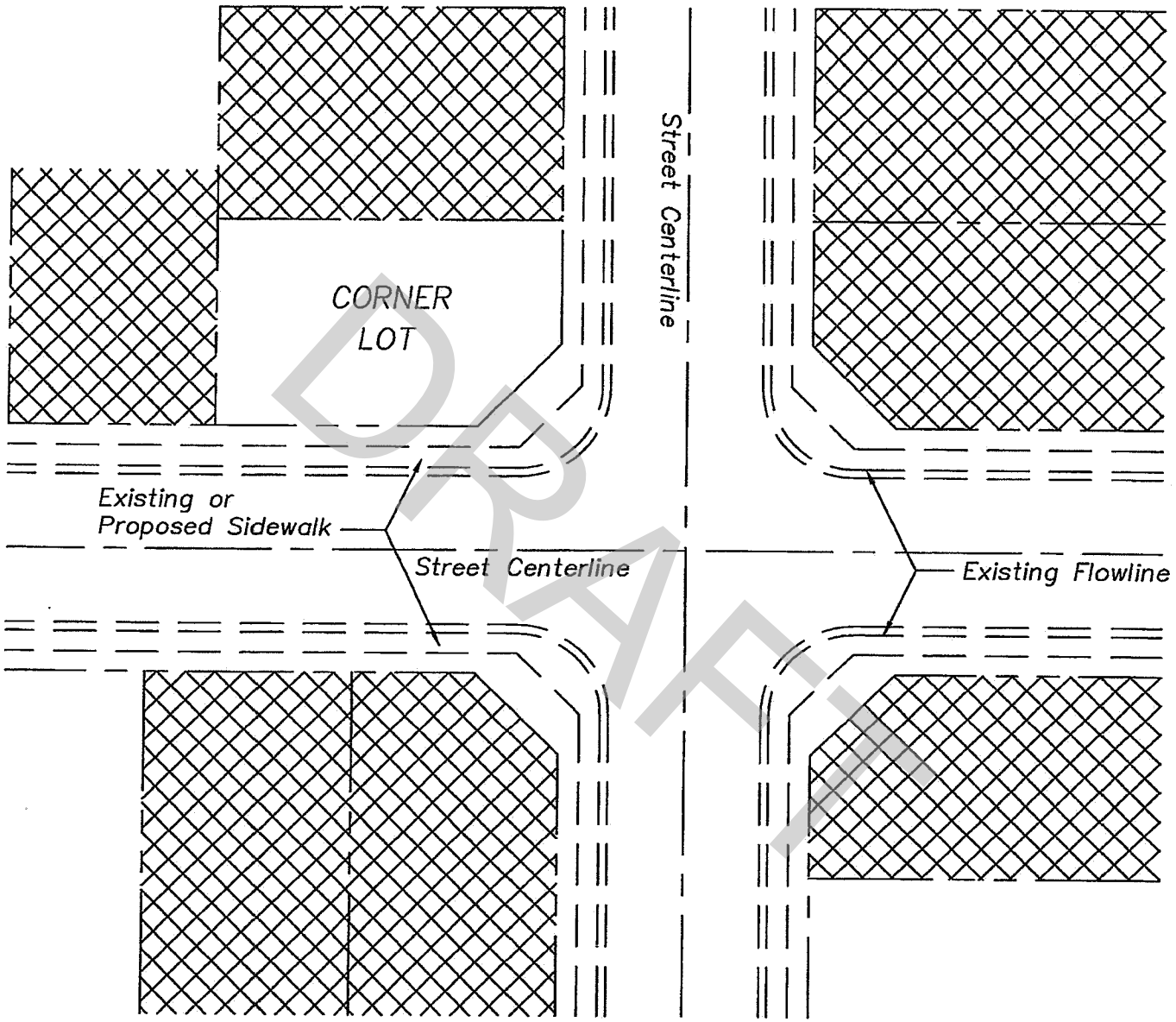


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ILLUSTRATE LOCATION OF ENCROACHMENT ON THE DRAWING BELOW WITHIN ROAD RIGHT-OF-WAY AREA INCLUDING DRIVEWAY ON THE LOT AND ON ADJACENT LOTS DISTANCE FROM CURB TO ENCROACHMENT

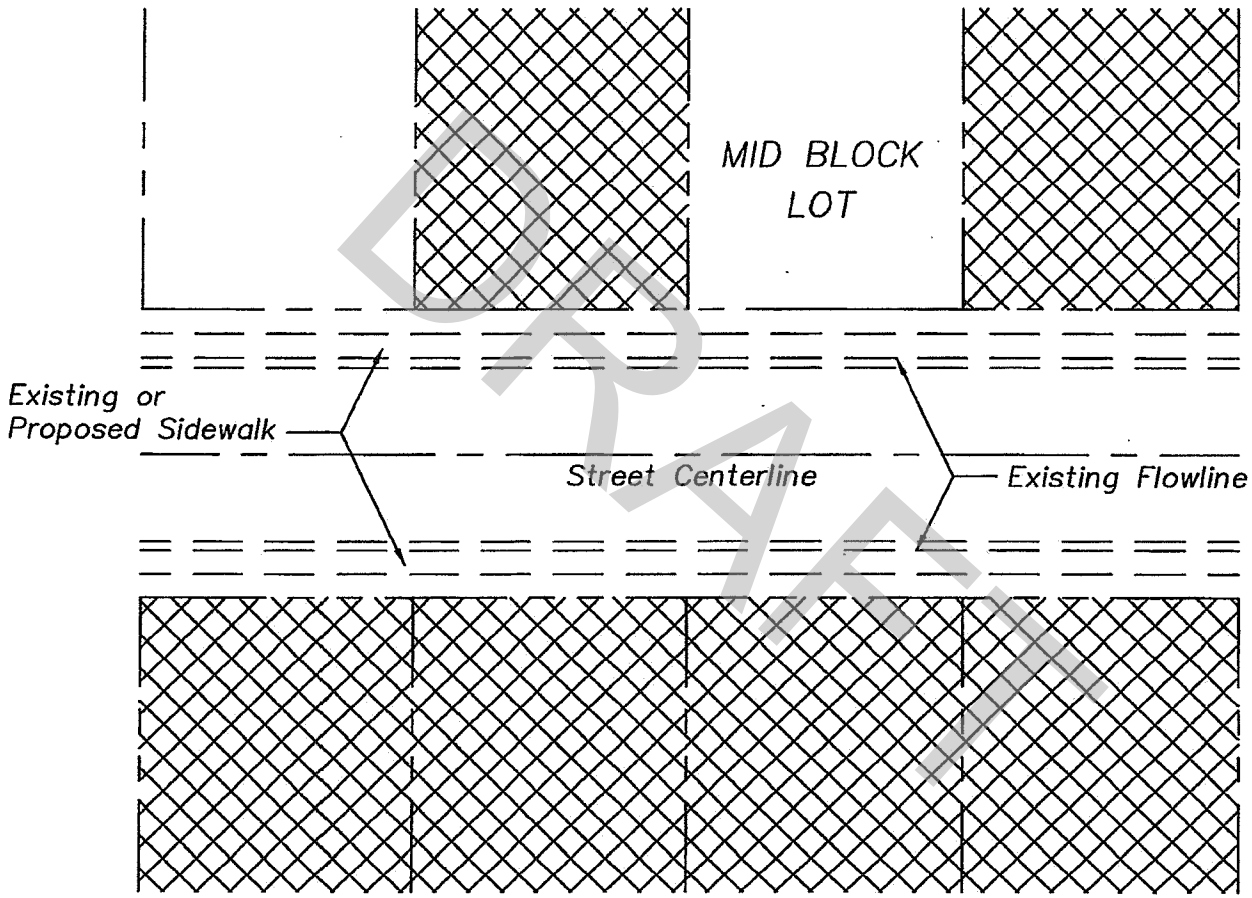


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RECOMMENDED SIGNATURE LOCATIONS



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RECOMMENDED SIGNATURE LOCATIONS

BAKERSFIELD

THE SOUND OF *Something Better*

Public Works Department
1501 Truxtun Avenue
Bakersfield, California 93301
(661) 326-3724

TO WHOM IT MAY CONCERN:

We the undersigned, have no objection to the construction of an encroachment within the public right-of-way.

_____ By: _____
(Street for proposed encroachment) (Owners Name)

_____ Phone: _____
(Address of proposed encroachment)

SIGNED:

1.) Name: _____ Date: _____
Address: _____

2.) Name: _____ Date: _____
Address: _____

3.) Name: _____ Date: _____
Address: _____

4.) Name: _____ Date: _____
Address: _____

5.) Name: _____ Date: _____
Address: _____

6.) Name: _____ Date: _____
Address: _____

7.) Name: _____ Date: _____
Address: _____

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- See Signatures needed for approval page

BAKERSFIELD

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Insurance Requirements for Encroachment
Permits As of October 2021

The City of Bakersfield has the following mandatory insurance requirements for encroachment permits issued to business owners, the following insurance is required:

Commercial General Liability

1. Current policy with limits of no less than $1,000,000 per occurrence
2. Coverage must be on an occurrence basis (versus claims made)
3. An additional insured endorsement is required and must include the following language:

"The City Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an additional insured" ****

Please Note

- A statement on a certificate of insurance naming the City of Bakersfield as an additional insured is not sufficient; copy of the policy endorsement naming the City as such must be included. ****

- All commercial insurers must have an AM Best's rating of A-/VII or better on the general liability policy. (Go to www.ambest.com to determine insurance company rating.)

For encroachment permits issued to homeowners the following insurance is required:

- Homeowner's personal liability insurance of no less than $300,000.
- Additional insurance and/or endorsements may be required if the City determines that the work may expose the City to unusual risks.

EMAIL ALL INSURANCE DOCUMENTATION TO ADMRSK@BAKERSFIELDCITY.US

Listed above are the minimum requirements currently in effect and are subject to change. The City of Bakersfield reserves the right to change, alter or modify the requirements based on the elements of a particular project.

For additional information please call (661) 326-3738, or visit our webpage at bakersfieldcity.us

Risk Management Division
1600 Truxtun Avenue, Bakersfield, CA 93301
661-326-3738 FAX: 661-852-2030

DRAFT

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF
PROPERTY OWNER
WHEN RECORDED MAIL TO:

Owner's Name & Address:

APN: _____

NOTICE RELATING TO THE REMOVAL OF PRIVATE ENCROACHMENT
WITHIN PUBLIC ROAD RIGHT-OF-WAY

THIS NOTICE is executed on this _____ day of _____, 2023, by

_____ (hereinafter "Owner/s their grantees and grantee's heirs, or assigns") in connection with the construction of _____ (the Encroachment) within dedicated City of Bakersfield road Right-of-Way. _____ as owner of the Encroachment understands that if any utility purveyor needing to maintain and or expand their facilities that would require the removal of the Encroachment, the utility purveyor will not be responsible to reconstruct the Encroachment. Also, if the City of Bakersfield needs to maintain, reconstruct, or widen any improvements within _____ (street name)Right-of-Way, that would require the removal of the Encroachment, the City of Bakersfield will not be responsible to replace the Encroachment.

This notice may not be amended or modified without the prior approval of the City of Bakersfield Public Works Department. This notice shall run with the land.

Encroachment Location (Address): _____
within the incorporated area of the City of Bakersfield, County of Kern, State of California.

By:_____
(Property Owner Signature)

_____
(Print Name)

_____
(Title)

By:_____
(Property Owner Signature)

_____
(Print Name)

_____
(Title)

SIGNATURE TO BE NOTERIZED

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APPENDIX F

CONSTRUCTION REQUIREMENTS IN PROXIMITY OF CRIMSON PIPELINES

DRAFT

CRIMSON PIPELINE L.P.
3760 Kilroy Airport Way, Suite 300
Long Beach, CA 90806

Construction Requirements in the Proximity of Crimson Pipelines

Crimson Pipeline L.P. (Crimson) is committed to the continued, safe operation of its pipeline. The listed construction requirements are designed to help ensure that the pipeline is protected from excavation damage, encroachment or other risks that could adversely impact the pipeline or prevent required inspection and maintenance activities.

1. Crimson requires two copies of any proposed plans for work within Crimson's right-of-way. Plans shall be provided 45 calendar days prior to commencement of work to the address listed above.

2. Above ground structures and improvements that interfere with the construction, maintenance or repair of the pipeline are prohibited within Crimson's right-of-way. Structures and improvements include, but are not limited to, buildings, fences and walls.

3. Landscaped areas are permitted within the right-of-way. Trees and large bushes that impede the visual inspection of the ground surface are not permitted within the right-of-way. Crimson shall review all plans that encroach the pipeline and the pipeline right of way prior to 4.

4. Federal law prohibits removing, damaging or defacing of pipelines, pipeline signs, or other appurtenances installed on the pipelines right of way.

5. Other utilities may be installed within the right-of-way with permission from Crimson. Such utilities must maintain a minimum of 5 feet parallel and 1-foot vertical clearances under Crimson's utilities unless approved in writing by Crimson prior to their installation. All clearances must conform to existing state and federal regulations.

6. A minimum of 3 feet, but not more than 6 feet of cover must be maintained over the pipeline at all times, unless otherwise approved by Crimson Pipeline in writing. The ground contour cannot be changed within the right-of-way without prior written permission by Crimson.

7. Proposed roads and utility crossings should cross Crimson's right-of-way as close to 90 degrees as possible. If, in Crimson's sole judgment, additional precautions are required to protect Crimson's pipeline, Crimson shall review and approve the construction plans in writing prior to the start of construction.

8. California State Law requires that parties notify Underground Service Alert at 1-800-227-2600, two full working days prior to digging.

9. All work on/or around the Crimson facility must comply with appropriate sections of Code of Federal Regulations Title 49, Part 195 - **TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.**

10. Crimson may choose to have an inspector on-site during any grading or excavation activities near the Crimson pipeline. Arrangements may be made for on-site inspection by contacting Crimson Utilities Coordinator at the address shown above.

11. Crimson requires that all excavation in the vicinity of the pipeline be done with hand tools in the presence of the Crimson's inspector consistent with California State Law requirements. Any damage to the pipeline shall be reported immediately. Crimson shall perform the necessary repair to insure the safety of the public safety. Crimson shall be reimbursed for all repair work necessary to continue with the safe, reliable operation of the pipeline.

12. In an emergency, including any damage or suspected damage to the Crimson pipeline, immediately notify Crimson at: 1-866-351-7473.

13. Any questions regarding construction activities in the vicinity of Crimson's pipeline shall be directed to:

UTILITIES COORDINATOR
Ph: (562) 285-4112 or (833) 876-4589
Fx: (562) 285-4141
Email: landdepartment@crimsonpl.com

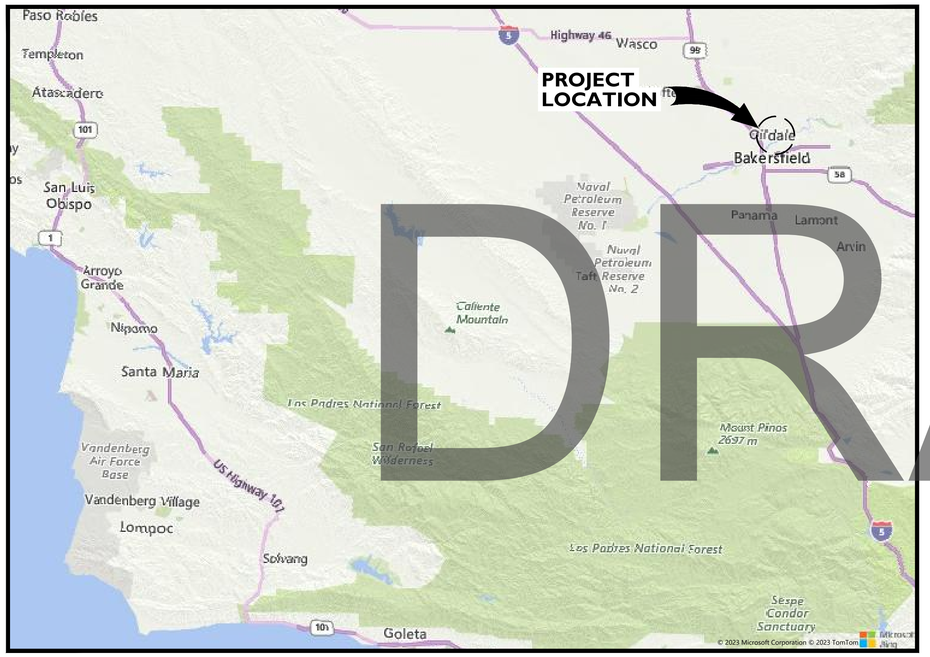
DRAFT

KERN COUNTY WATER AGENCY

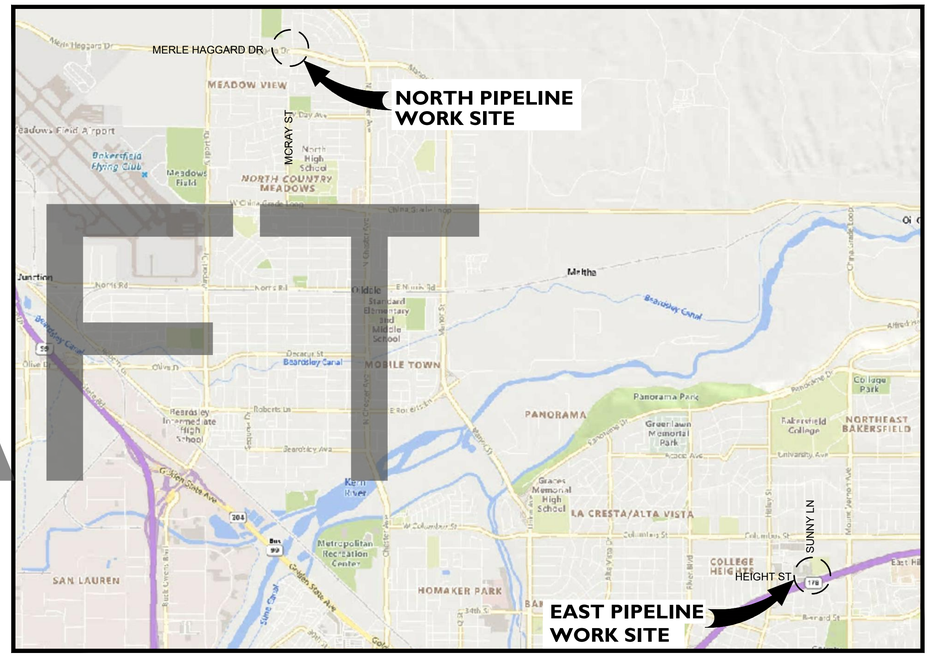
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT

KCWA 2026-05
SEPTEMBER 2026
CONTRACT DOCUMENTS

DRAFT



LOCATION MAP
NO SCALE



VICINITY MAP
NO SCALE

DRAWING INDEX

SHEET NO	DWG NO	DESCRIPTION
1	G-001	COVER SHEET AND INDEX OF DRAWINGS
2	G-002	LEGEND, NOTES, AND ABBREVIATIONS
3	C-101	NORTH PIPELINE SITE PLAN
4	C-102	EAST PIPELINE SITE PLAN AND DETAILS
5	C-201	NORTH PIPELINE PIPING PLAN AND SECTIONS
6	C-202	NORTH PIPELINE RETROFIT DETAILS I
7	C-203	NORTH PIPELINE RETROFIT DETAILS II

FILENAME: G-001.dwg LAST UPDATED: 8/13/2025 11:45 AM LAST SAVED BY: LY94441

REV	DATE	BY	DESCRIPTION

DESIGNED BY: CM
DRAWN BY: LL / SH
CHECKED BY: RT
DATE: 1/8/25

REGISTERED PROFESSIONAL ENGINEER — COREY F. WALLACE — No. C84538 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
BLACK & VEATCH
Black & Veatch Corporation

REVIEWED AND ACCEPTED BY:
KERN COUNTY WATER AGENCY
JAMES T. GARDINER R.C.E. 48280 DATE
ENGINEERING & GROUNDWATER SERVICES MANAGER

KERN COUNTY WATER AGENCY
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT
GENERAL
COVER SHEET AND INDEX OF DRAWINGS

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONTRACT NO. KCWA 2026-05
DRAWING NO. G-001
SHEET NO. 1 OF 7

EXISTING FACILITY LEGEND

- CE/L — CE/L — CONSTRUCTION EASEMENT LINE
- E/L — E/L — EASEMENT LINE
- PE/L — PE/L — PERMANENT EASEMENT LINE
- PL — PL — PROPERTY LINE
- R/W — R/W — RIGHT-OF-WAY LINE
- S/L — S/L — SURVEY LINE / SECTION LINE
- TE/L — TE/L — TEMPORARY EASEMENT LINE
- UE/L — UE/L — UTILITY EASEMENT LINE
- 326 — EXISTING GRADE CONTOUR
- EXISTING PIPING
- CENTERLINE
- X — X — FENCE
- RAILROAD, EACH TRACK
- TS — TS — TRAFFIC SIGNAL
- OH — OH — ELECTRICAL (OVERHEAD)
- E — E — ELECTRICAL (UNDERGROUND)
- G — G — GAS LINE
- O — O — OIL LINE
- T — T — TELEPHONE (OVERHEAD)
- T — T — TELEPHONE (UNDERGROUND)
- W — W — WATER LINE
- (G) / (W) — WATER OR GAS VALVE
- (WM) / (GM) — WATER OR GAS METER
- S / SD — SEWER OR STORMDRAIN MANHOLE
- VALVE
- UTILITY POLE WITH GUY ANCHOR
- FIRE HYDRANT
- Y — YARD HYDRANT
- STREET LIGHT POLE
- HEDGE, BRUSH, SHRUBS, WOODS
- 10" / 4" — DECIDUOUS TREE AND TRUNK DIAMETER / CONIFEROUS TREE AND TRUNK DIAMETER
- SWAMP
- 4562.6 — SPOT ELEVATION

LEGEND NOTES:

1. LEGEND SYMBOLS AND ABBREVIATIONS SHOWN IN THIS DRAWING ARE BASED ON A TEMPLATE THAT IS NOT PROJECT SPECIFIC. SOME LEGEND SYMBOLS AND ABBREVIATIONS ARE NOT USED ON THIS SPECIFIC PROJECT, BUT ARE SHOWN TO PROVIDE A DICTIONARY FOR SYMBOLS AND ABBREVIATIONS THAT MAY ALSO BE USED DURING THE PROJECT CONSTRUCTION PHASE.

NEW FACILITY LEGEND

- EARTH OR GRADE
- BEDROCK
- GRANULAR FILL (CRUSHED ROCK OR GRAVEL)
- SAND
- AC PAVEMENT
- CONCRETE
- ENGINEERED FILL
- RIPRAP
- CHECKERED PLATE
- BAR GRATING (LINES IN DIRECTION OF SPAN)

NEW FACILITY LEGEND

- 2183 — DESIGN POINT
- 1.5% — PERCENT SLOPE
- 2+50 — STATION
- 3:1 — SLOPE RUN : RISE
- C-26 — CURVE NUMBER
- 4562.63 — SPOT ELEVATION
- SURFACED STREET, ROAD OR DRIVE
- SURFACED STREET, ROAD OR DRIVE WITH CURBS
- CB — CATCH BASIN
- S / SD — SEWER OR STORMDRAIN MANHOLE
- DRAINAGE COURSE OR FLOW LINE
- 326 — FINISHED GRADE CONTOUR
- TOP / TOE — BANK OR SLOPE LINES
- B3 / TH5 — BORE HOLE OR TEST HOLE AND NUMBER
- SURVEY LINE WITH PI, PT, OR POT
- CONCRETE ENCASEMENT - PLAN VIEW
- CULVERT
- NEW PIPING
- NEW PIPING IN PROFILE
- BUILDINGS, STRUCTURES
- STRUCTURES UNDERGROUND
- FUTURE BUILDINGS, STRUCTURES
- X — X — FENCE
- CENTERLINE
- FIRE HYDRANT
- Y — YARD HYDRANT
- STREET LIGHT POLE
- TO BE DEMOLISHED
- WHEELCHAIR ACCESSIBILITY MARKER

PIPING IDENTIFICATION LEGEND

- 6" DS — NEW PIPING
  - PIPE SERVICE PROCESS CODE
  - PIPE SIZE
- 6" DS — EXISTING PIPING
- 6" DS — FUTURE PIPING

ABBREVIATIONS

ABAND	ABANDONED
A.C.	ASPHALT CONCRETE
ARV	AIR RELEASE VALVE
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
AWG	AMERICAN WIRE GAUGE
BFV	BUTTERFLY VALVE
CB	CATCH BASIN
CJ	CONSTRUCTION JOINT
CL	CENTER LINE
CONC.	CONCRETE
CP	CATHODIC PROTECTION
DWG.	DRAWING
E	EAST
EL	ELEVATION
EXIST.	EXISTING
FT	FEET
HMWPE	HIGH MOLECULAR WEIGHT POLYETHYLENE
IN	INCH
JB	JUNCTION BOX
KCPW	KERN COUNTY PUBLIC WORKS
KCWA	KERN COUNTY WATER AGENCY
MIN.	MINIMUM
MH	MANHOLE
N	NORTH
NE	NORTHEAST
NO.	NUMBER
O.A.	ON CENTER
OH	OVERHEAD
OMWC	OILDALE MUTUAL WATER COMPANY
OZ.	OUNCE
PG&E	PACIFIC GAS AND ELECTRIC
PVC	POLYVINYL CHLORIDE
SCH	SCHEDULE
S.Q.	SQUARE
SS	STAINLESS STEEL
STA	STATION
SW	SOUTHWEST
THK.	THICK
THWN	THERMOPLASTIC HIGH WATER-RESISTANT NYLON-COATED WIRE
TYP	TYPICAL
UNK	UNKNOWN
USA	UNDERGROUND SERVICE ALERT
V	VALVE

GENERAL NOTES

1. APPROVAL BY AGENCY IMPLIES NO PERMISSION OTHER THAN THAT WITHIN AGENCY'S JURISDICTION. ALL PERMITS REQUIRED BY LAW AND NOT ALREADY OBTAINED BY THE AGENCY SHALL BE ACQUIRED BY CONTRACTOR. REQUIREMENTS OF THE AGENCY SHALL TAKE PRECEDENCE OVER OTHER REQUIREMENTS OF OTHER AGENCIES ONLY WHERE AGENCY REQUIREMENTS ARE MORE STRINGENT.
2. THE PROPOSED WORK SHALL BE SUBORDINATE TO ANY OPERATIONS THE AGENCY MAY CONDUCT AND SHALL BE COORDINATED WITH SUCH OPERATIONS AS DIRECTED BY THE AGENCY.
3. THE CONTRACTOR SHALL BE IN POSSESSION OF TWO (2) COPIES OF APPROVED CONSTRUCTION PLANS PRIOR TO STARTING CONSTRUCTION, AND SHALL DEMONSTRATE PROOF UPON REQUEST. A PRECONSTRUCTION CONFERENCE OF REPRESENTATIVES FROM AFFECTED AGENCIES AND THE CONTRACTOR SHALL BE HELD ON EACH JOB SITE A MINIMUM OF 72 HOURS PRIOR TO START OF WORK.
4. EXISTING UTILITIES AND STRUCTURES (UNDERGROUND, SURFACE, OR OVERHEAD) ARE INDICATED ONLY TO THE EXTENT THAT SUCH INFORMATION WAS KNOWN, OR MADE AVAILABLE TO, OR DISCOVERED BY THE ENGINEER IN PREPARING THE DRAWINGS. THE LOCATIONS, CONFIGURATIONS, AND ELEVATIONS OF SUBSURFACE FACILITIES AND UTILITIES ARE APPROXIMATE, AND NOT ALL UTILITIES AND FACILITIES MAY BE INDICATED.
5. THE CONTRACTOR SHALL NOTIFY THE AGENCY AT (661) 634-1484 AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION FOR INSPECTION.
6. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 811 A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION WORK.
7. CONTRACTOR SHALL DETERMINE ACCURATE LOCATIONS AND ELEVATIONS OF ALL UTILITIES AND STRUCTURES, WHETHER INDICATED ON THE DRAWINGS OR NOT, IN THE FIELD IN ADVANCE OF EXCAVATING, BY CONTACTING ALL UTILITIES AND OTHER AGENCIES, AND BY PROSPECTING. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL, DEMOLITION, RECONSTRUCTION, AND RECONNECTION OF EXISTING FACILITIES AS REQUIRED TO COMPLETE THE WORK. IF REQUIRED AFTER FIELD LOCATION AND VERIFICATION, CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO DETERMINE ANY NECESSARY MODIFICATIONS TO THE DESIGN OF NEW WORK.
8. BEFORE CONSTRUCTION IS STARTED, CONTRACTOR SHALL COORDINATE WITH THE OWNER OF EACH UTILITY AND DEFINE THE REQUIREMENTS AND METHODS TO ACCOMMODATE THE PROTECTION, TEMPORARY SUPPORT, ADJUSTMENT, OR RELOCATION OF ANY UTILITIES AFFECTED BY THE PROPOSED NEW WORK.
9. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES IN PLACE, UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL COMPLY WITH THE GOVERNING AGENCY CONSTRUCTION REQUIREMENTS, AND SHALL PROVIDE APPROPRIATE MITIGATION MEASURES OR PROTECTION AND RESTORATION AT ALL LOCATIONS AS REQUIRED BY THEIR OPERATIONS, AND AS DIRECTED BY ENGINEER.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PROPERTY CORNER AND SURVEYING CONTROL MARKERS AND MONUMENTS. MONUMENTS DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REESTABLISHED BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF CALIFORNIA. AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS IN PLACE THAT ARE NOT TO BE DEMOLISHED AND SHALL REPAIR/REPLACE IN-KIND ANY DAMAGED FACILITIES PER GOVERNING JURISDICTION STANDARD DRAWINGS AS APPROVED BY OWNER. SAID EXISTING IMPROVEMENTS SHALL INCLUDE BUT NOT BE LIMITED TO PIPES, BERMS, DITCHES, RAISED MEDIANS, DRIVEWAYS, FENCES, ASPHALT, CURBS, TREES, AND LANDSCAPING. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE APPROVED BY THE OWNER.
13. ALL MATERIAL TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF AWWA AND AGENCY STANDARDS. FAILURE TO MEET SAID REQUIREMENTS WILL BE CAUSE FOR REJECTION. AGENCY SHALL PERFORM ALL INITIAL ROUTINE TESTS OF MATERIALS AT ITS EXPENSE. 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.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BRINGING WATER TO THE SITE. THE CONTRACTOR SHALL BUILD AND MAINTAIN ACCESS AND HAUL ROADS, AND FURNISH, OPERATE, AND MAINTAIN ALL PUMP, FUEL CONTAINMENT, METERS, PIPING, TANKS, AND OTHER FACILITIES NEEDED TO LOAD, TRANSPORT, STORE, DISTRIBUTE, AND USE THE WATER AS SPECIFIED.
15. CONTRACTOR SHALL INSTALL ALL PIPELINES, PAVING, WALKWAYS, AND CURB AND GUTTER AT A UNIFORM GRADE BETWEEN ELEVATIONS DEPICTED ON THE DRAWINGS.
16. FOR ALL SITE GRADING, SMOOTH PARABOLIC TRANSITIONS SHALL BE MADE BETWEEN CHANGES IN SLOPE, UNLESS NOTED OTHERWISE IN THE DRAWINGS. PARABOLIC ROUNDING SHALL APPLY TO ALL CUT AND FILL SECTIONS.
17. THE CONTRACTOR'S CONSTRUCTION OPERATIONS SHALL CONFORM TO FEDERAL, STATE, AND LOCAL AGENCY SAFETY AND HEALTH RULES AND REGULATIONS FOR EXCAVATION AND TRENCHING, CONFINED SPACE ENTRY, WORK IN HAZARDOUS LOCATIONS, WORK AT HEIGHTS, AIR QUALITY CONTROL, NOISE CONTROL, TRAFFIC CONTROL, AND ANY OTHER POTENTIALLY HAZARDOUS CONDITIONS.
18. AN ENCROACHMENT PERMIT FROM THE LOCAL JURISDICTION IS REQUIRED PRIOR TO ANY WORK IN PUBLIC RIGHT OF WAY OR EASEMENT.
19. TRAFFIC CONTROL SHALL BE THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL SUBMIT PROPOSED TRAFFIC CONTROL PLANS TO THE LOCAL JURISDICTION FOR REVIEW AND APPROVAL PRIOR TO OBTAINING AN ENCROACHMENT PERMIT AND COMMENCING WORK.
20. ALL PRESSURIZED OR SURCHARGED PIPELINES, PIPE FITTINGS, COUPLINGS, JOINTS, EXPANSION JOINTS, TANK CONNECTIONS, AND CHANNEL CONNECTIONS SHALL BE PROVIDED WITH THRUST RESTRAINT BASED ON SPECIFIED PRESSURES AND TEMPERATURES.
21. CONTRACTOR SHALL REFER TO THE SPECIFICATIONS AND PROVIDE A COMPLETE PIPE SUPPORT SYSTEM AS REQUIRED.
22. THE EXISTING PROCESS FACILITIES SHALL REMAIN IN OPERATION CONTINUOUSLY THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES. INDIVIDUAL PROCESS FACILITIES CAN BE TAKEN OUT OF SERVICE FOR LIMITED PERIODS OF TIME TO FACILITATE CONSTRUCTION AS SPECIFIED IN THE CONTRACT DOCUMENTS.
23. STRUCTURES SUCH AS CURBS AND GUTTERS, CONCRETE AND ASPHALT DRIVES AND WALKWAYS, PAVING BRICKS, FENCING, RETAINING WALLS, ETC., CROSSED BY PIPELINES ARE NOT ALL INDICATED IN PROFILE. CONTRACTOR SHALL RESTORE ANY EXISTING STRUCTURES THAT ARE DISTURBED, DAMAGED, OR REMOVED BY CONSTRUCTION.
24. PRIOR TO FABRICATION OF ANY PIPE MATERIALS, CONTRACTOR SHALL FIELD VERIFY THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UNDERGROUND INTERFERENCE AS WELL AS EXISTING WATERLINES AT ALL CONNECTION POINTS. AT MINIMUM, VERIFICATION SHALL CONSIST OF U.S.A. UTILITY MARKING OF ALL PROPOSED EXCAVATIONS, INCLUDING PIPELINE TRENCHES. AS PART OF THE FABRICATION AND LAY DRAWING SUBMITTAL PACKAGE(S), ALL VERIFICATION DATA, INCLUDING TEST HOLE RESULTS AND PHOTOS OF USA MARKINGS MUST BE PROVIDED TO THE DESIGN ENGINEER WITH LOCATION, SURFACE ELEVATION, DEPTH OF COVER, TYPE AND SIZE OF UTILITY. THE SUBMITTAL PACKAGE(S) SHALL IDENTIFY ANY DISCREPANCIES AND CONFLICTS AS A RESULT OF THE CONTRACTOR'S VERIFICATION PROCESS TO ALLOW ADEQUATE TIME FOR RESOLUTION BY THE DESIGN ENGINEER AND AGENCY. PRIOR TO CONSTRUCTION, IF ADDITIONAL DISCREPANCIES OR CONFLICTS ARE IDENTIFIED, THE DESIGN ENGINEER AND AGENCY SHALL BE NOTIFIED AT LEAST FIVE (5) WORKING DAYS PRIOR TO INSTALLATION TO ALLOW ADEQUATE TIME FOR RESOLUTION. THE CONTRACTOR SHALL NOTIFY THE AGENCY AT LEAST ONE (1) WEEK IN ADVANCE OF THE PLANNED PIPELINE CONNECTIONS AND ALSO PROVIDE 48 HOUR AND 24 HOUR ADVANCE CONFIRMATION OF WHEN WORK WILL BE REQUIRED.
25. WATER SYSTEM HORIZONTAL DISTANCES AND PROFILE ELEVATIONS ARE TO CENTERLINE OF PIPE.
26. IN LOCATIONS WHERE INSTALLATION OF PIPELINE APPURTENANCES (AIR VALVES, TEST STATIONS, VALVE ASSEMBLIES) REQUIRES REMOVAL OR MODIFICATION OF EXISTING LANDSCAPING AND IRRIGATION, CONTRACTOR SHALL REPLACE LANDSCAPING AND IRRIGATION IN-KIND UPON CONSTRUCTION COMPLETION. CONTRACTOR IS RESPONSIBLE FOR PROPERLY MAINTAINING ADJACENT LANDSCAPING DURING CONSTRUCTION.
27. SHUTDOWN OF EXISTING POTABLE WATER MAINS SHALL BE SCHEDULED WITH AND PERFORMED BY THE AGENCY. SCHEDULED SHUTDOWN SHALL BE REQUESTED TO THE AGENCY AT LEAST FIVE (5) WORKING DAYS PRIOR TO REQUESTED OUTAGE.
28. DEWATERING OF THE WATER MAIN IS TO BE COORDINATED WITH AGENCY STAFF.
29. ALL NUTS AND BOLTS, INCLUDING VALVES, SHALL BE GRADE 316 STAINLESS STEEL. ALL BURIED FLANGES, VALVES, AND FITTINGS SHALL BE COATED WITH WAX TAPE.
30. PROVIDE BURIED POTABLE WATER PIPELINE HORIZONTAL AND VERTICAL SEPARATION FROM SANITARY SEWER AND OTHER PIPELINES AS REQUIRED BY STATE-SPECIFIC DEPARTMENT OF HEALTH AND ENVIRONMENTAL QUALITY RULES AND REGULATIONS.
31. THE CONTRACTOR SHALL SUBMIT THE SHORING PLANS FOR TRENCHES PREPARED AND SIGNED BY A CALIFORNIA REGISTERED STRUCTURAL ENGINEER TO THE AGENCY FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
32. OPEN TRENCHES SHALL BE COVERED WITH RECESSED TRENCH PLATES DURING NON-CONSTRUCTION PERIODS PER LOCAL JURISDICTION STANDARDS.
33. NO FACILITY IS TO BE BACKFILLED UNTIL INSPECTED BY THE AGENCY.
34. TRENCH BACKFILL TO FOLLOW LOCAL JURISDICTION STANDARDS PER ENCROACHMENT PERMIT.
35. TUNNELING OF CURBS, GUTTER, SIDEWALKS, CROSS-GUTTERS, AND OTHER STRUCTURES WHERE AN AIR VOID MAY BE CREATED WILL NOT BE PERMITTED. JACKING, PUSHING , AND BORING ARE ACCEPTABLE. CONCRETE REPLACEMENT SHALL BE TO THE NEAREST CONSTRUCTION JOINT. AND SHALL BE PER LOCAL JURISDICTION STANDARDS.
36. PAVEMENT REPLACEMENT SHALL BE PER LOCAL JURISDICTION STANDARDS. PROPOSED PAVEMENT SHALL MATCH EXISTING PAVEMENT CONTOUR AND ELEVATIONS.
37. UPON COMPLETION OF THE WORK, THE CONTRACTOR IS TO PROVIDE AGENCY WITH AN AS-BUILT SET OF JOB PRINTS WITH MEASUREMENTS FOR ALL FACILITIES ASSETS AND APPURTENANCES.
38. RECORD DRAWINGS SHALL BE SUBMITTED BY THE DESIGN ENGINEER TO THE AGENCY FOR REVIEW AND APPROVAL AT THE CONCLUSION OF CONSTRUCTION ACTIVITIES, AND WILL REFLECT ANY FIELD CHANGES AND INSPECTOR'S/CONTRACTOR'S FIELD NOTES.
39. CONTRACTOR SHALL NOTIFY AGENCY AND GOVERNING JURISDICTION (WHERE APPLICABLE) OF ANY DISCREPANCIES IN THE CONTRACT DOCUMENTS. ANY DEVIATIONS AND/OR FIELD DIRECTION MODIFICATIONS FROM THESE CONTRACT DOCUMENTS REQUESTED DURING CONSTRUCTION SHALL BE APPROVED IN WRITING BY THE AGENCY AND GOVERNING LOCAL JURISDICTION.

DRAFT

LAST SAVED BY: LY94441
LAST UPDATED: 8/13/2025 2:49 PM
FILENAME: G-002.dwg

REV	DATE	BY	DESCRIPTION

DESIGNED BY: CM
DRAWN BY: LL / SO
CHECKED BY: RT
DATE: 1/8/25

RECISTERED PROFESSIONAL ENGINEER — COREY F. WALLACE — No. C84538 — CIVIL — STATE OF CALIFORNIA

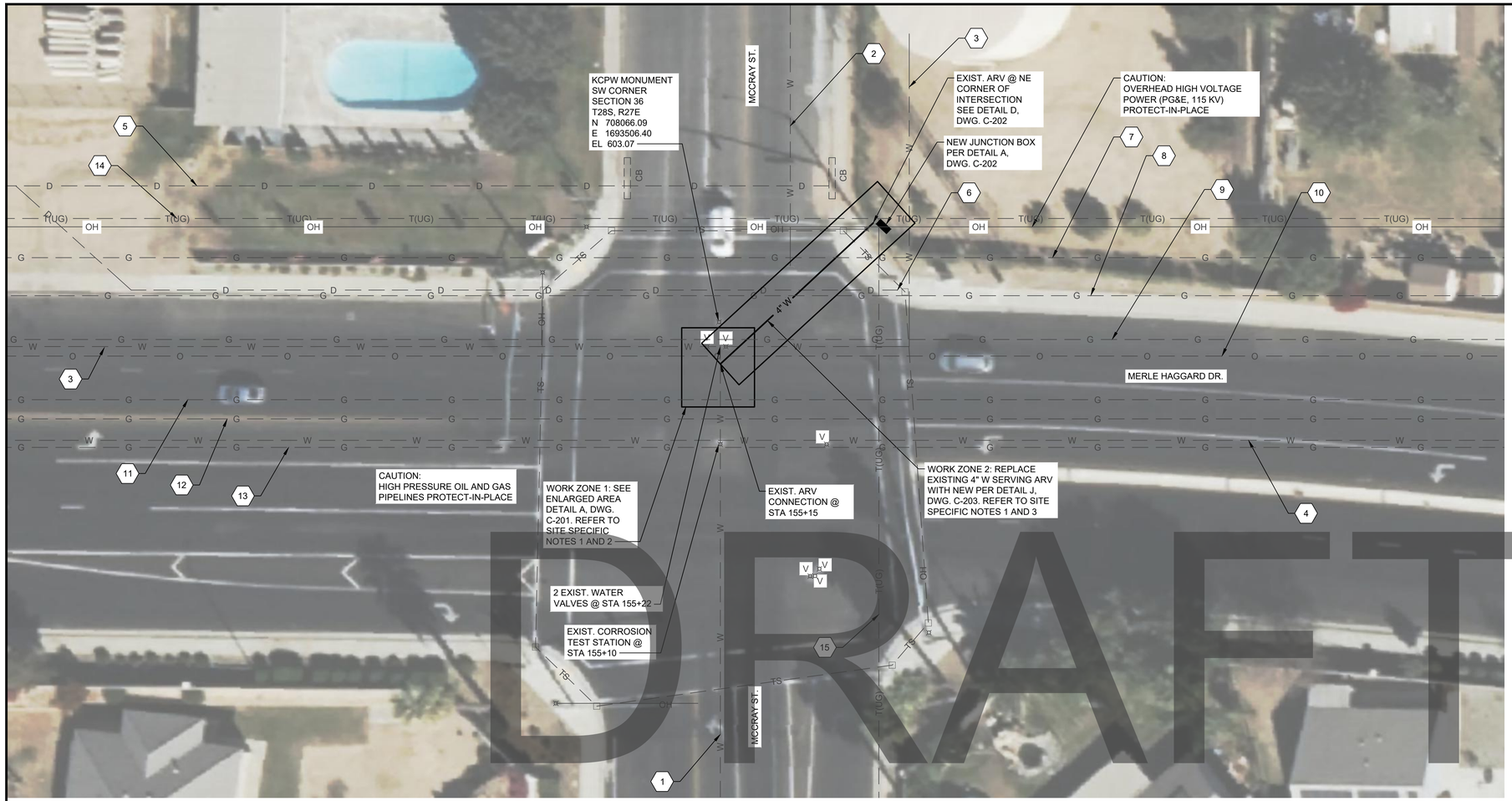
PLANS PREPARED BY:
BLACK & VEATCH
Black & Veatch Corporation

REVIEWED AND ACCEPTED BY:
KERN COUNTY WATER AGENCY
JAMES T. GARDINER R.C.E. 48280 DATE
ENGINEERING & GROUNDWATER SERVICES MANAGER

KERN COUNTY WATER AGENCY
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT
GENERAL
LEGEND, NOTES, AND ABBREVIATIONS

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONTRACT NO. KCWA 2026-05
DRAWING NO. G-002
SHEET NO. 2 OF 7



SITE PLAN - NORTH PIPELINE MERLE HAGGARD DR. AND MCCRAY ST.

20' 10' 0 20' 40'

HORIZONTAL SCALE 1"=20'

GENERAL NOTES:

1. PLAN AND PROFILE DRAWING INFORMATION, INCLUDING HORIZONTAL AND VERTICAL LOCATIONS, SLOPES, ANGLE POINTS, STATIONS, AND FACILITY AND APPURTENANCE LOCATIONS ARE PER RECORD DRAWINGS. NO FIELD VERIFICATION HAS BEEN CONDUCTED. CONTRACTOR TO VERIFY LOCATION OF EXISTING PIPELINE AND UTILITIES PRIOR TO EXCAVATION. SIZE, TYPE, AND DEPTH OF PIPES SHOWN ARE APPROXIMATE. LIST OF UTILITIES IS NOT EXHAUSTIVE. CONTRACTOR TO VERIFY LOCATION OF EXISTING PIPELINE AND UTILITIES PRIOR TO EXCAVATION. SEE NOTE 8, DWG. G-002.
2. BACKGROUND AERIAL IMAGERY SHOWN ON THE PLAN IS A REPRESENTATION OF EXISTING CONDITIONS ALONG THE PIPELINE IN FEBRUARY 2021. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS.
3. CONTRACTOR REQUIRED TO RESTORE THE SITE TO ITS PRE-CONSTRUCTION CONDITIONS. CONTRACTOR SHALL BACKFILL TRENCH, REPLACE CURB AND GUTTER, AND RESTORE PAVEMENT PER KERN COUNTY PUBLIC WORKS STANDARD DRAWINGS AND SPECIFICATIONS.
4. CONTRACTOR SHALL DETERMINE ACTUAL EXCAVATION LIMITS. CONTRACTOR TO PREPARE SHEETING, SHORING, AND BRACING PLAN, SIGNED BY STRUCTURAL ENGINEER REGISTERED IN STATE OF CALIFORNIA.
5. ALL EXISTING UTILITIES, POWER POLES, AND LIGHT POLES SHALL BE PROTECTED IN PLACE AND REMAIN OPERATIONAL. FIELD VERIFY ALL NEARBY UTILITIES PRIOR TO EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS.
6. CONTRACTOR SHALL PROCURE ENCROACHMENT PERMIT FOR ACCESS TO SITE. CONTRACTOR'S ACCESS SHALL BE LIMITED TO THE PERMIT REQUIREMENTS. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS AND DAILY TRAFFIC CONTROL REQUIRED TO COMPLETE ALL ACTIVITIES AT SITE(S).
7. CONTRACTOR SHALL PROVIDE SUPPORT PERSONNEL AND SAFETY EQUIPMENT FOR AGENCY OR ENGINEER TO SAFELY ENTER INTO EXCAVATION AS NEEDED.

SITE SPECIFIC NOTES:

1. CONTRACTOR SHALL PREPARE TWO TRAFFIC PLANS, ONE PLAN FOR EACH WORK ZONE. TRAFFIC CONTROL SHALL BE CHANGED BETWEEN WORK ZONES AS NEEDED TO MAINTAIN TRAFFIC FLOW DURING CONSTRUCTION.
2. EXPOSE 10" CRIMSON GAS LINE AND 27" KCWA WATER LINE AT UTILITY CROSSING AND INSTALL STRAY CURRENT INTERFERENCE RETROFIT, REFER TO DETAILS ON DWGS. C-201, C-202, AND C-203. EXPOSE AT LEAST 2' CLEARANCE AROUND FULL CIRCUMFERENCE OF 27" KCWA WATER LINE. CROSSING UTILITIES SHALL BE PROTECTED IN PLACE IN ACCORDANCE WITH APPLICABLE UTILITY OWNER REQUIREMENTS SUCH AS "CONSTRUCTION REQUIREMENTS IN PROXIMITY OF CRIMSON OIL & GAS PIPELINES" IN APPENDIX G.
3. EXPOSE EXISTING AIR VALVE PIPING FOR REPLACEMENT, REFER TO DWG. C-201, DWG. C-202 DETAIL D, AND DWG. C-203 DETAIL J. POST PIPELINE SHUTDOWN, DEMOLISH EXISTING ARV PIPING FROM EXISTING 6" FLANGE ON 27" KCWA WATER LINE AT STA 155+15 TO EXISTING ARV AT NORTHEAST CORNER OF INTERSECTION. CONTRACTOR SHALL DISPOSE OF DEMOLISHED ARV PIPING, VALVES, FITTINGS, ETC. REPLACE PIPE AND ARV ASSEMBLY PER DETAIL J, DWG. C-203. THE ARV PIPING ALIGNMENT, VALVE BOX, AND ARV ASSEMBLY SHALL MATCH THE EXISTING ALIGNMENT AND LOCATION.

UTILITY TABLE

ID	SIZE (IN)	TYPE	OWNER	APPROXIMATE ± 2FT TOP OF PIPE DEPTH (FT)
1	27	WATER	KCWA	5
2	12	WATER	OMWC	UNKNOWN
3	20	WATER	OMWC	8
4	20	WATER	OMWC	1
5	21 OR 24	DRAIN	UNKNOWN	UNKNOWN
6	18	DRAIN	UNKNOWN	1
7	6, 8, OR 12	GAS, OIL, ABAND	CRIMSON	2
8	6 OR 12	GAS, ABAND	CRIMSON	4
9	10	GAS	CRIMSON	6 OR 7
10	6	OIL	TRICOLO	3.5
11	12	GAS	CRIMSON	UNKNOWN
12	12	GAS	CRIMSON	UNKNOWN
13	10	GAS	BAKERSFIELD RENEWABLE FUELS	UNKNOWN
14	UNKNOWN	TELECOMM	VERIZON	UNKNOWN
15	1 OR 2	TELECOMM	VERIZON	UNKNOWN

NOTICE TO CONTRACTOR:

ACCORDING TO INFORMATION PROVIDED BY UNDERGROUND SERVICE ALERT (USA) THE FOLLOWING ORGANIZATIONS ARE USA MEMBERS WITHIN THE PROJECT AREA. AVAILABLE CONTACT NAMES AND PHONE NUMBERS WERE CONFIRMED IN AUGUST 2021.

AT&T
BRIAN FRANZ
661-303-7283

BAKERSFIELD RENEWABLE FUELS
MARK DENIS
661-426-4738

SPECTRUM/CHARTER COMMUNICATIONS
(FORMERLY BRIGHT HOUSE NETWORKS)
NUMBER NOT AVAILABLE

CHEVRON
JUSTIN YOUNT
661-623-7453

CRIMSON
MICHAEL CLIFTON
925-337-9090

KERN COUNTY WATER AGENCY (KCWA)
JASON LANCASTER
661-634-1513

NOTICE TO CONTRACTOR CONT.....

OILDALE MUTUAL WATER COMPANY (OMWC)
ALLAN EVANS
661-399-5516

PACIFIC GAS & ELECTRIC (PG&E)
MATTHEW CONNERS
661-437-8701

SOUTHERN CALIFORNIA GAS COMPANY
DISPATCH
818-701-3360

TRICOR REFINING
DAVID DALTON
661-599-7381

VERIZON (FORMERLY MCI)
NATIONAL FACILITY LOCATE CENTER
800-624-9675

NOTIFICATIONS:

CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES AT LEAST 48 HOURS IN ADVANCE OF STARTING CONSTRUCTION:

* UNDERGROUND SERVICE ALERT (USA)	811
* KERN COUNTY WATER AGENCY	661-634-1484
* KERN COUNTY PUBLIC WORKS (KCPW)	661-862-5100
* CRIMSON	714-501-6070

DIG ALERT
UNDERGROUND SERVICE ALERT (TELEPHONE 1-800-422-4133) SHALL BE GIVEN 2 WORKING DAYS, MINIMUM, ADVANCE NOTIFICATION OF EXCAVATION. CALL BEFORE YOU DIG. CONTRACTOR SHALL VERIFY PRECISE LOCATIONS AND ELEVATIONS OF ALL UTILITIES AND STRUCTURES, WHETHER INDICATED ON THE DRAWINGS OR NOT, IN THE FIELD IN ADVANCE OF EXCAVATING, BY CONTACTING ALL UTILITIES AND OTHER AGENCIES, AND BY PROSPECTING.

811 Know what's below. Call before you dig.

REV	DATE	BY	DESCRIPTION

DESIGNED BY: CM / MU
DRAWN BY: LL / SO
CHECKED BY: RT
DATE: 1/8/25

REGISTERED PROFESSIONAL ENGINEER — COREY F. WALLACE — No. C84538 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
BLACK & VEATCH
Black & Veatch Corporation

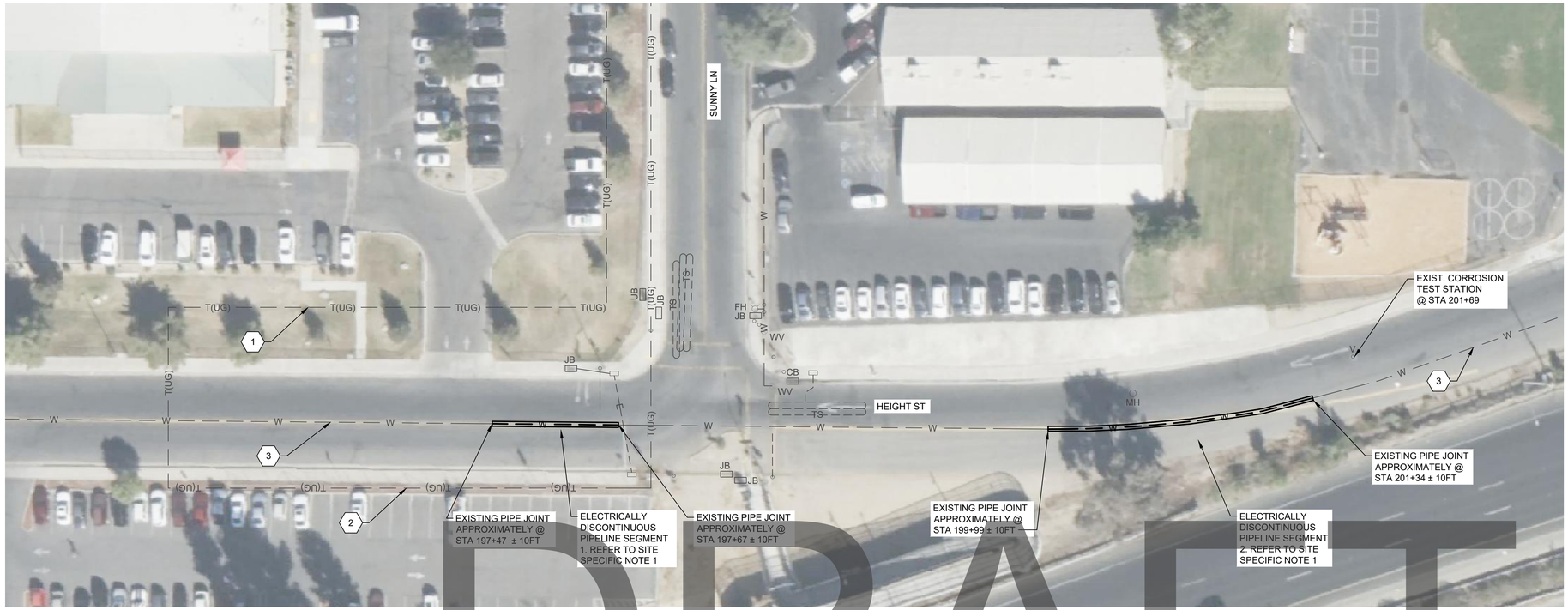
REVIEWED AND ACCEPTED BY:
JAMES T. GARDINER R.C.E. 48280 DATE
ENGINEERING & GROUNDWATER SERVICES MANAGER

KERN COUNTY WATER AGENCY
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT
CIVIL
NORTH PIPELINE SITE PLAN

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONTRACT NO. KCWA 2026-05
DRAWING NO. C-101
SHEET NO. 3 OF 7

FILENAME: C-101.dwg
LAST UPDATED: 8/13/2025 12:11 PM
LAST SAVED BY: LY94441



SITE PLAN - EAST PIPELINE HEIGHT ST AND SUNNY LN

30' 15' 0 30' 60'

HORIZONTAL SCALE 1"=30'

GENERAL NOTES:

1. PLAN AND PROFILE DRAWING INFORMATION, INCLUDING HORIZONTAL AND VERTICAL LOCATIONS, SLOPES, ANGLE POINTS, STATIONS, AND FACILITY AND APPURTENANCE LOCATIONS ARE PER RECORD DRAWINGS. NO FIELD VERIFICATION HAS BEEN CONDUCTED. CONTRACTOR TO VERIFY LOCATION OF EXISTING PIPELINE AND UTILITIES PRIOR TO EXCAVATION. SIZE, TYPE, AND DEPTH OF PIPES SHOWN ARE APPROXIMATE. LIST OF UTILITIES IS NOT EXHAUSTIVE. CONTRACTOR TO VERIFY LOCATION OF EXISTING PIPELINE AND UTILITIES PRIOR TO EXCAVATION. SEE NOTE 8, DWG. G-002.
2. BACKGROUND AERIAL IMAGERY SHOWN ON THE PLAN IS A REPRESENTATION OF EXISTING CONDITIONS ALONG THE PIPELINE IN FEBRUARY 2021. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS.
3. CONTRACTOR REQUIRED TO RESTORE THE SITE TO ITS PRE-CONSTRUCTION CONDITIONS. CONTRACTOR SHALL BACKFILL TRENCHING AND RESTORE PAVEMENT PER CITY OF BAKERSFIELD STANDARD DRAWINGS AND SPECIFICATIONS.
4. CONTRACTOR SHALL DETERMINE ACTUAL EXCAVATION LIMITS. CONTRACTOR TO PREPARE SHEETING, SHORING, AND BRACING PLAN, SIGNED BY STRUCTURAL ENGINEER REGISTERED IN STATE OF CALIFORNIA.
5. ALL EXISTING UTILITIES, POWER POLES, AND LIGHT POLES SHALL BE PROTECTED IN PLACE AND REMAIN OPERATIONAL. FIELD VERIFY ALL NEARBY UTILITIES PRIOR TO EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS.
6. CONTRACTOR SHALL PROCURE ENCROACHMENT PERMIT FOR ACCESS TO SITE. CONTRACTOR'S ACCESS SHALL BE LIMITED TO THE PERMIT REQUIREMENTS. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS AND DAILY TRAFFIC CONTROL REQUIRED TO ACCESS SITE.
7. CONTRACTOR SHALL PROVIDE SUPPORT PERSONNEL AND SAFETY EQUIPMENT FOR KCWA OR ENGINEER TO SAFELY ENTER INTO EXCAVATION AS NEEDED.

SITE SPECIFIC NOTES:

1. CONTRACTOR TO CONFIRM LOCATIONS OF ELECTRICALLY DISCONTINUOUS PIPE JOINTS. AT VERIFIED DISCONTINUITIES, EXPOSE TOP OF PIPE AT JOINTS TO REBOND.
2. PRIOR TO CUTTING PIPE MORTAR FOR REBOUNDING, CONTRACTOR SHALL COORDINATE WITH AGENCY FOR APPROVAL.
3. ONCE APPROVED, CUT MORTAR COATING TO EXPOSE STEEL PIPE. MINIMIZE DAMAGE TO EMBEDDED REINFORCING STEEL.
4. INSTALL BOND WIRES AS SHOWN IN DETAILS ON DWG. C-102. AFTER BONDING IS COMPLETED AND ELECTRICAL CONTINUITY IS TESTED AND VERIFIED, REPAIR MORTAR COATING WITH FIELD APPLIED GROUT.

NOTICE TO CONTRACTOR:

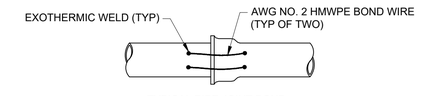
ACCORDING TO INFORMATION PROVIDED BY UNDERGROUND SERVICE ALERT (USA) THE FOLLOWING ORGANIZATIONS ARE USA MEMBERS WITHIN THE PROJECT AREA. CONTACT NAMES AND PHONE NUMBERS WERE CONFIRMED IN AUGUST 2021.

AT&T
BRIAN FRANZ
661-303-7283

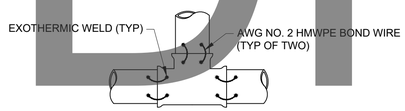
NOTIFICATIONS:

CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES AT LEAST 48 HOURS IN ADVANCE OF STARTING CONSTRUCTION:

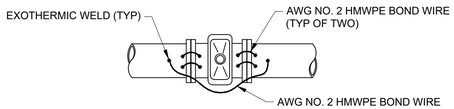
* UNDERGROUND SERVICE ALERT (USA)	811
* KERN COUNTY WATER AGENCY	661-634-1484
* CITY OF BAKERSFIELD	661-326-3000



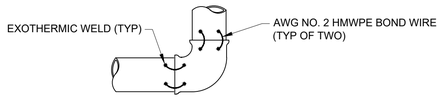
TYPICAL PIPE JOINT BOND



TYPICAL BONDING OF TEE

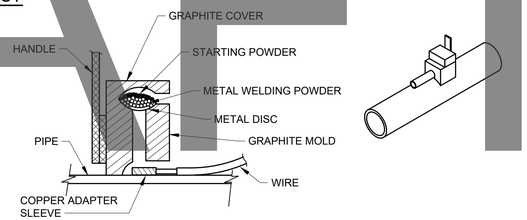


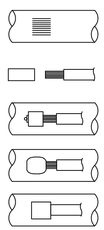
TYPICAL BONDING OF VALVE



TYPICAL BONDING OF BEND, REDUCER OR SOLID SLEEVE

BONDING OF JOINTS DETAILS — A
NOT TO SCALE — -





STEP 1 — FILE STRUCTURE CONNECTION AREA (4"X4") TO BARE SHINY METAL AND CLEAN. ALL WIRE WELDS SHALL BE A MAXIMUM OF 6" APART.

STEP 2 — STRIP INSULATION FROM WIRE. ATTACH COPPER SLEEVE (REQUIRED ON NO. 10 AWG WIRE AND SMALLER, AND NO. 4 AND NO. 2 BOND CABLES).

STEP 3 — HOLD MOLD FIRMLY WITH OPENING AWAY FROM OPERATOR AND IGNITE WITH FLINT GUN.

STEP 4 — REMOVE SLAG FROM CONNECTION AND STRIKE WELD WITH 16 OZ HAMMER TO DETERMINE SOUNDNESS.

STEP 5 — COAT FINISHED CONNECTION AS SHOWN OR AS SPECIFIED.

EXOTHERMIC WELD — B
NOT TO SCALE — -

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811 Know what's below. Call before you dig.

UTILITY TABLE

ID	SIZE (IN)	TYPE	OWNER	APPROXIMATE ± 2FT TOP OF PIPE DEPTH (FT)
1	UNK	TELECOM	AT&T	UNKNOWN
2	UNK	TELECOM	AT&T	UNKNOWN
3	30"	WATER	KCWA	5

DRAFT

REV	DATE	BY	DESCRIPTION

DESIGNED BY: CM / MU / MS
DRAWN BY: LL / CS
CHECKED BY: RT
DATE: 1/8/25

REGISTERED PROFESSIONAL ENGINEER — COREY F. WALLACE — No. C64538 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
BLACK & VEATCH
Black & Veatch Corporation

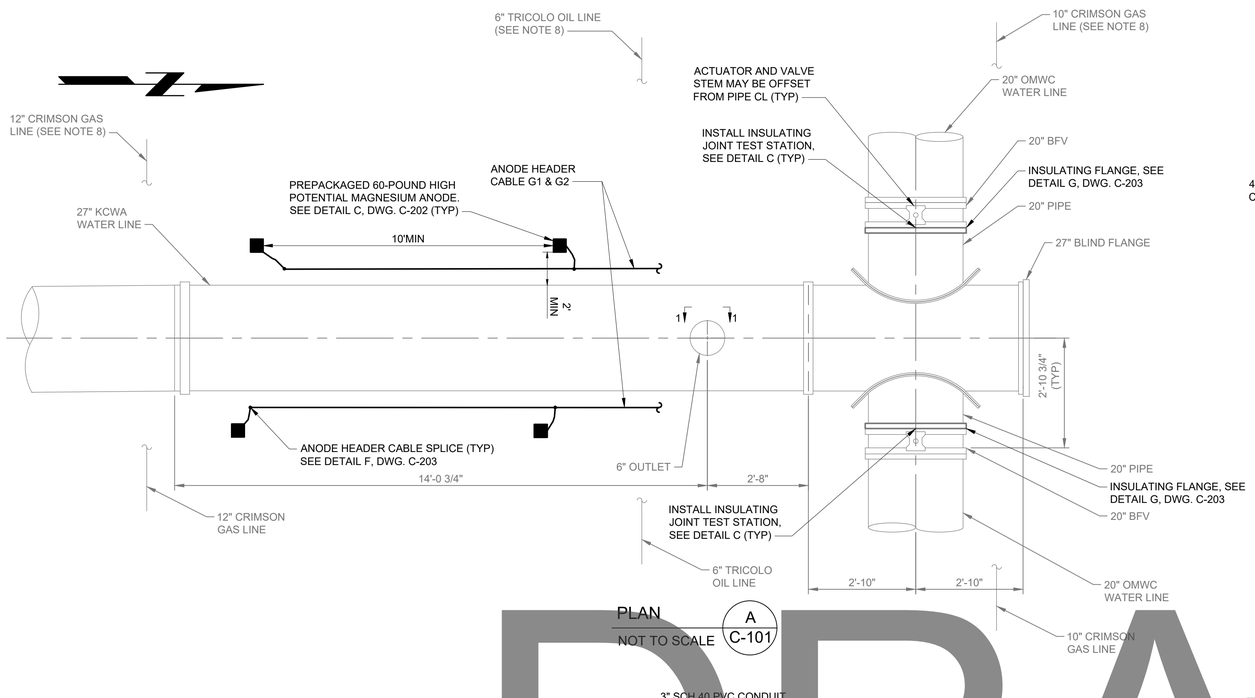
REVIEWED AND ACCEPTED BY:
JAMES T. GARDINER R.C.E. 48280 DATE
ENGINEERING & GROUNDWATER SERVICES MANAGER

KERN COUNTY WATER AGENCY
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT
CIVIL
EAST PIPELINE SITE PLAN AND DETAILS

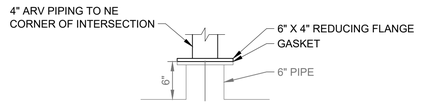
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONTRACT NO. KCWA 2026-05
DRAWING NO. C-102
SHEET NO. 4 OF 7

FILENAME: C-102.dwg
LAST UPDATED: 8/13/2025 12:14 PM
LAST SAVED BY: LY94441



PLAN
NOT TO SCALE (A / C-101)

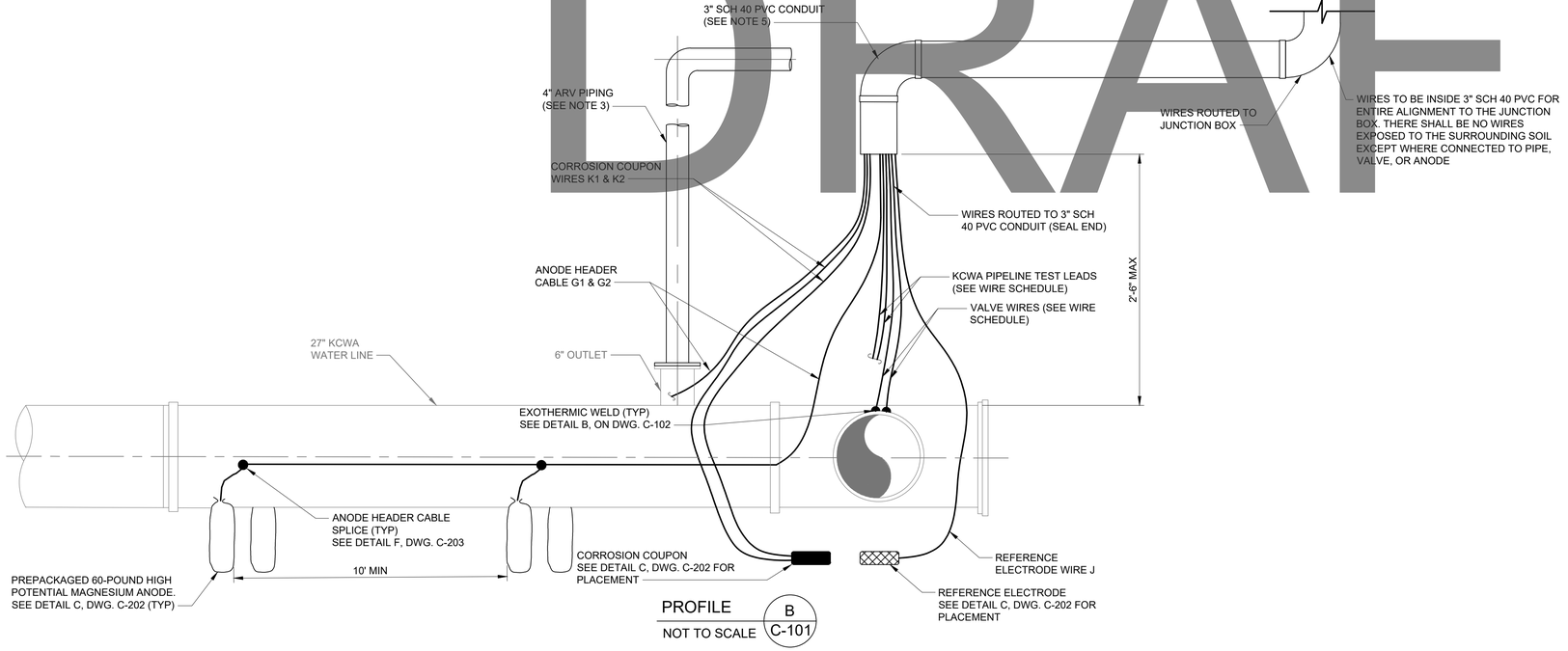


SECTION 1-1
NTS

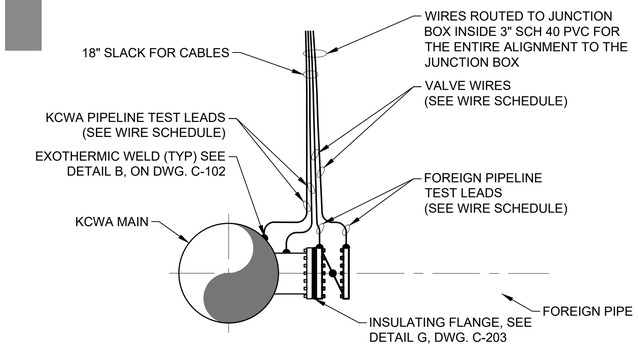
SITE SPECIFIC NOTES:

1. DETAILS AND MEASUREMENTS SHOWN ARE APPROXIMATE FOR EXISTING PIPELINE FITTINGS AND APPURTENANCES.
2. DURING PIPELINE SHUTDOWN, INSTALL INSULATING FLANGE KIT (IFK) AT EACH EXISTING BUTTERFLY VALVE, REFER TO DWG. C-203.

   CONTRACTOR RESPONSIBLE FOR ANY AS NEEDED TEMPORARY REMOVAL AND REINSTALLATION OF EXISTING VALVES AND PIPING IN ORDER TO INSTALL IFK.
3. POST PIPELINE SHUTDOWN, DEMOLISH EXISTING ARV PIPING FROM EXISTING 6" FLANGE ON 27" KCWA WATER LINE AT STA 155+15 TO EXISTING ARV AT NORTHEAST CORNER OF INTERSECTION. CONTRACTOR SHALL DISPOSE OF DEMOLISHED ARV PIPING, VALVES, FITTINGS, ETC. REPLACE PIPE AND BURIED APPURTENANCES PER DETAIL J, DWG. C-203. REINSTALL THE EXISTING ARV AND LOCKABLE SECURITY COVER. THE ARV PIPING ALIGNMENT, VALVE BOX, AND ARV ASSEMBLY SHALL MATCH THE EXISTING ALIGNMENT AND LOCATION.
4. ROUTE 3" SCH 40 PVC CONDUIT FROM UTILITY CROSSING TO THE NEW JUNCTION BOX IN SAME TRENCH EXCAVATED FOR THE ARV PIPING. CONDUIT SHALL BE LOCATED AT SAME INVERT ELEVATION AS THE NEW 4" ARV PIPING AND SHALL MAINTAIN A MINIMUM OF 1' OF SEPARATION.
5. ALL THE WIRES SHALL BE ROUTED THROUGH 3" SCH 40 PVC CONDUIT TO NEW JUNCTION BOX LOCATION. MAINTAIN SUFFICIENT SLACK IN THE TEST WIRES SO THAT THE WIRE CAN EXTEND A MINIMUM OF 18" FROM THE JUNCTION BOX TERMINATIONS. REFER TO DETAIL B, DWG. C-202 FOR NEW JUNCTION BOX TERMINAL BOARD AND WIRING SCHEDULE. REFER TO DETAIL E, DWG. C-202 FOR LEAD WIRE IDENTIFICATION. CONNECT WIRES TO PIPELINE AND VALVES BY EXOTHERMIC WELDING PER DETAIL B, DWG. C-102. LOCATIONS TO BE APPROVED BY AGENCY OR ENGINEER PRIOR TO WELDING. AT WELDING LOCATIONS, RECOAT EXPOSED STEEL CYLINDER SURFACES TO EXISTING MORTAR THICKNESS.
6. PLACE THE NEW JUNCTION BOX OUT OF THE ROAD RIGHT OF WAY, REFER DETAIL D, DWG. C-202.
7. ANODES SHALL BE PLACED AT LEAST 2' AWAY FROM ALL PIPELINES.
8. AT EXPOSED UTILITY CROSSINGS, INSTALL A SEPARATOR ON THE 27" KCWA PIPE TO AVOID ELECTRICAL CONTACT. SEE DETAIL I, DWG. C-203.



PROFILE
NOT TO SCALE (B / C-101)



INSULATING JOINT TEST STATION (C / -)
NOT TO SCALE

DRAFT

REV	DATE	BY	DESCRIPTION

DESIGNED BY: CM / WD / MU
DRAWN BY: LL / SH
CHECKED BY: RT / BE
DATE: 1/8/25

REGISTERED PROFESSIONAL ENGINEER — COREY F. WALLACE — No. C84538 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
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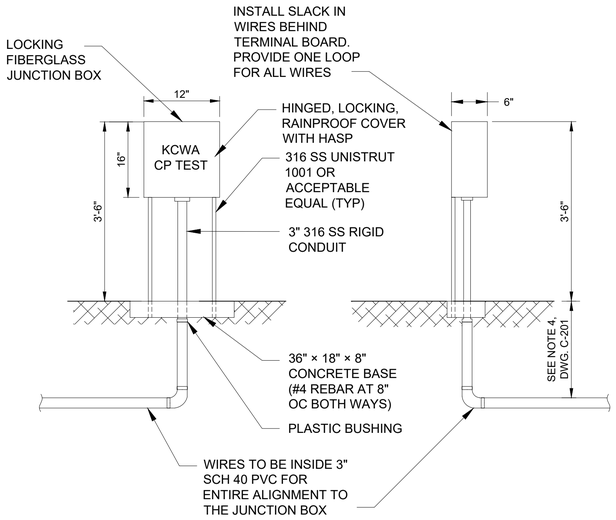
REVIEWED AND ACCEPTED BY:
JAMES T. GARDINER R.C.E. 48280 DATE
ENGINEERING & GROUNDWATER SERVICES MANAGER

KERN COUNTY WATER AGENCY
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT
CIVIL
NORTH PIPELINE PIPING PLAN AND SECTIONS

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONTRACT NO. KCWA 2026-05
DRAWING NO. C-201
SHEET NO. 5 OF 7

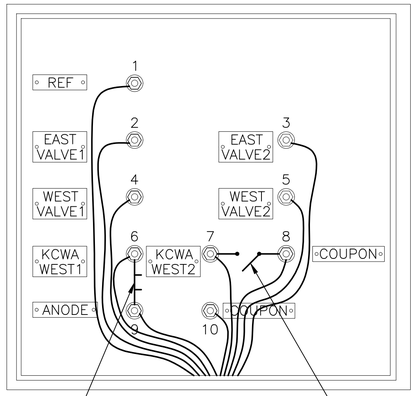
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JUNCTION BOX

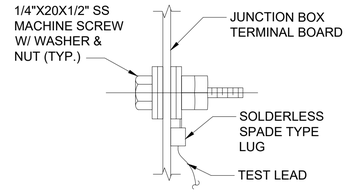
NOT TO SCALE

A C-101, C-202



WIRE SCHEDULE

DESCRIPTION	WIRE	JUNCTION BOX TERMINAL	AWG WIRE SIZE	TYPE OF INSULATION	COLOR OF WIRING
KCWA WEST VALVE IJTS	A B	6 7	#10 #10	THWN THWN	BLUE BLUE
WEST VALVE	C D	4 5	#10 #10	THWN THWN	WHITE WHITE
EAST VALVE	E F	2 3	#10 #10	THWN THWN	RED RED
ANODE HEADER CABLE	G1 G2	9 9	#8 #8	HMWPE HMWPE	BLACK BLACK
REFERENCE ELECTRODE	J	1	#14	PER MANUFACTURER	YELLOW
CORROSION COUPON	K1 K2	8 10	#12 #12	RHH/RHW RHH/RHW	GREEN GREEN
KCWA EAST VALVE IJTS	L1 L2	- -	#10 #10	THWN THWN	ORANGE ORANGE



TEST LEAD TERMINATION

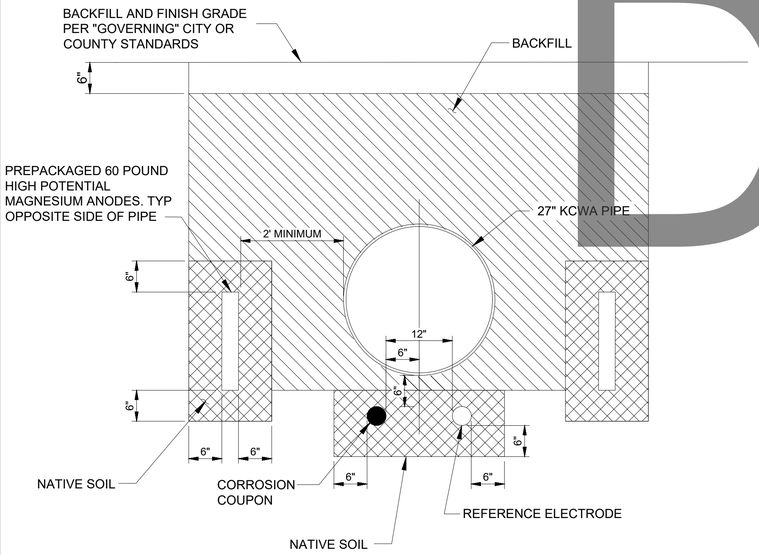
JUNCTION BOX TERMINAL BOARD AND WIRING SCHEDULE

NOT TO SCALE

B C-201

NOTES:

1. INSTALL 0.01 OHM SHUNT BETWEEN TERMINAL 6 AND 9.
2. INSTALL INSTANT-OFF SPRING LOADED SWITCH BETWEEN TERMINALS 7 AND 8.
3. WIRES NOT CONNECTED TO TERMINAL BOARD SHALL BE COILED IN JUNCTION BOX.



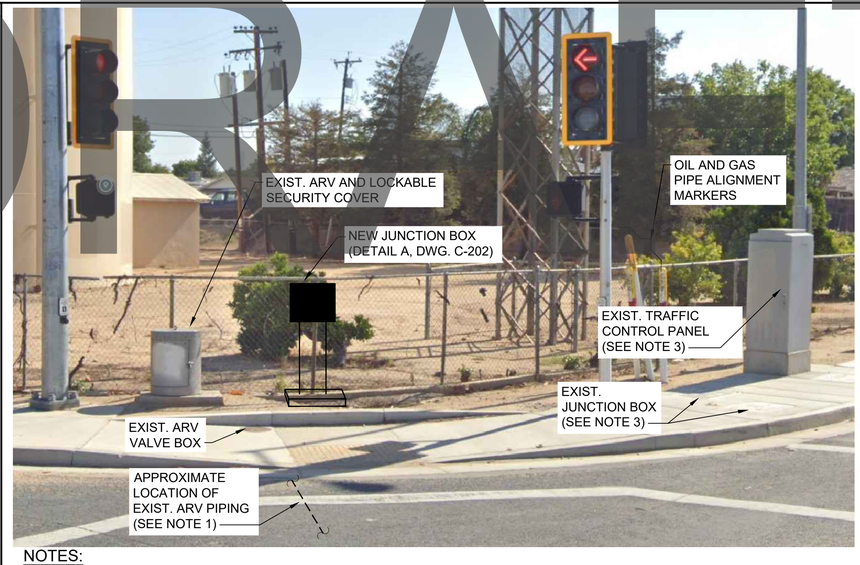
NOTES:

1. INSTALL ANODES, REFERENCE ELECTRODES, AND CORROSION COUPONS IN NATIVE SOIL. DO NOT BACKFILL ANODES, REFERENCE ELECTRODES, OR CORROSION COUPONS WITH SAND OR STONE.
2. BACKFILL PREPACKAGED ANODES WITH A MINIMUM OF 6" OF NATIVE SOIL ON ALL SIDES.
3. ANODES SHOULD BE PLACED AT LEAST 2' AWAY FROM ALL PIPELINES.

ANODE, COUPON, AND ELECTRODE PLACEMENT

NOT TO SCALE

C C-201



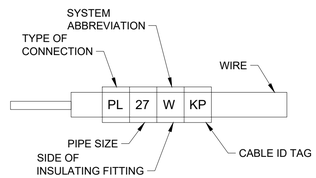
NOTES:

1. REPLACE ENTIRE SECTIONS (CJ TO CJ) OF SIDEWALK, CURB, GUTTER, RAMP, AND BUMP PAD DAMAGED DUE TO ARV PIPING AND PVC CONDUIT CONSTRUCTION.
2. EXISTING BURIED UTILITIES NOT SHOWN. REFER TO DWG. C-101.
3. AREA INCLUDES CONDUITS FROM TRAFFIC CONTROL PANEL TO TRAFFIC SIGNAL LIGHTS, LOOPS, JUNCTION BOXES. CONTRACTOR TO EXCAVATE WITH CAUTION.

STREET INTERSECTION

NOT TO SCALE

D C-101



NOTES:

1. PRINTED LETTERS ON HEAT SHRINK TUBING ATTACHED TO THE CABLE AND CLEARLY VISIBLE.
2. ABBREVIATIONS SHALL ALIGN WITH CODES FOUND BELOW.

RE - REFERENCE ELECTRODE
GA - GALVANIC ANODE HEADER CABLE
CC - CORROSION COUPON
KW - KCWA PIPE
WV - WEST VALVE
EV- EAST VALVE

LEAD WIRE IDENTIFICATION

NOT TO SCALE

E C-201

DRAFT

REV	DATE	BY	DESCRIPTION

DESIGNED BY: CM / WD / MU
DRAWN BY: LL / SH
CHECKED BY: RT / BE
DATE: 1/8/25

REGISTERED PROFESSIONAL ENGINEER COREY F. WALLACE No. C84538 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
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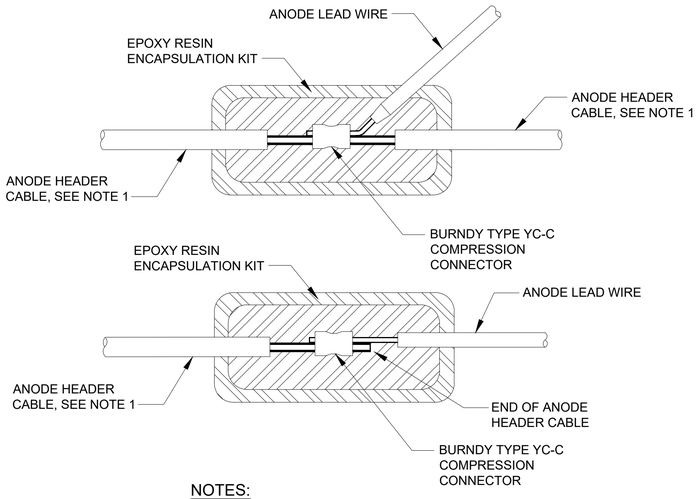
REVIEWED AND ACCEPTED BY:
KERN COUNTY WATER AGENCY
JAMES T. GARDINER R.C.E. 48280 DATE
ENGINEERING & GROUNDWATER SERVICES MANAGER

KERN COUNTY WATER AGENCY
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT
CIVIL
NORTH PIPELINE RETROFIT DETAILS I

VERIFY SCALES
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0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONTRACT NO. KCWA 2026-05
DRAWING NO. C-202
SHEET NO. 6 OF 7

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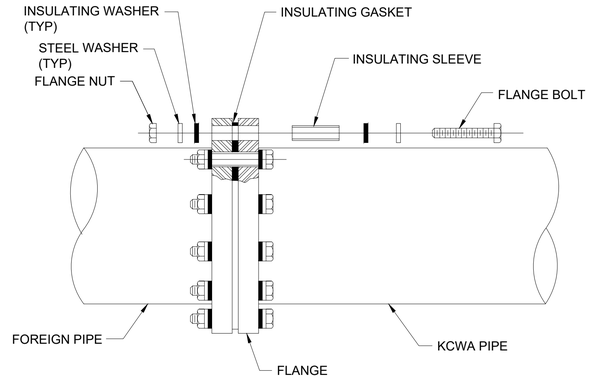


NOTES:

1. REMOVE INSULATION FROM THE ANODE HEADER CABLE WITHOUT CUTTING THE CABLE.

TYPICAL ANODE HEADER CABLE SPLICE (F, C-201)

NOT TO SCALE

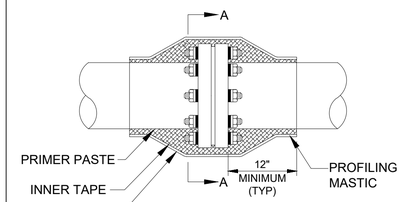


NOTES:

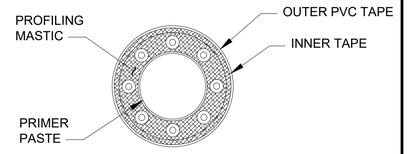
1. AFTER ASSEMBLY, TEST TO VERIFY THAT ISOLATION IS EFFECTIVE. IF ISOLATION IS NOT EFFECTIVE, REPAIR AS NECESSARY AND RETEST. THIS PROCESS SHALL CONTINUE UNTIL ISOLATION IS VERIFIED AS EFFECTIVE.
2. AFTER VERIFYING EFFECTIVE ISOLATION, COAT THE ENTIRE FLANGE AND ALL EXPOSED METAL INCLUDING BOLTS, NUTS, AND WASHERS WITH FOUR COMPONENTS OF WAX TAPE COATING SYSTEM. COATING SYSTEM SHALL EXTEND A MINIMUM OF 12" ON EITHER SIDE OF FLANGE, SEE DETAIL H, DWG. C-203.
3. ALL INSULATING FLANGES TO BE PROVIDED WITH TEST STATION OR JUNCTION BOX.

TYPICAL INSULATING FLANGE (G, C-201)

NOT TO SCALE



PLAN VIEW



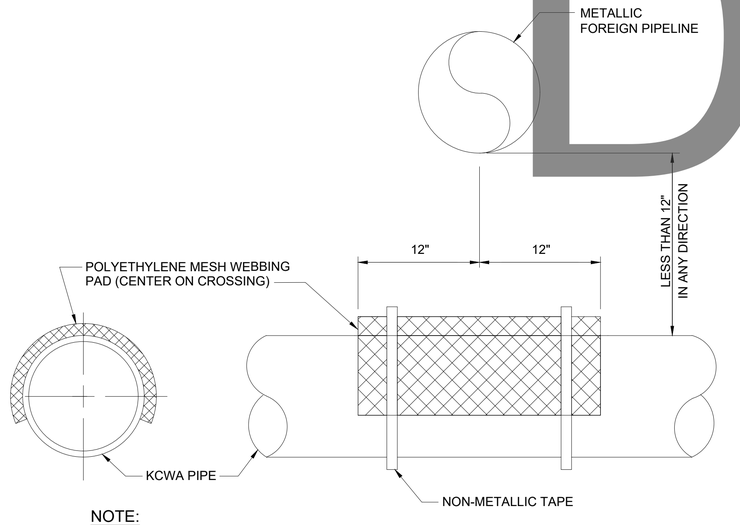
SECTION "A-A"

NOTES:

1. CLEAN SURFACE OF AREA TO BE COATED OF ALL FOREIGN MATERIAL BY WIRE BRUSHING.
2. APPLY COATING PRIMER TO CLEANED SURFACE.
3. INSTALL PROFILING MASTIC AS SHOWN, AND FILL ALL VOIDS BETWEEN FLANGES AND BOLTS.
4. APPLY INNER WAX TAPE AND OUTER PVC TAPE AS SHOWN.

TYPICAL COATING OF INSULATING FLANGE (H, C-203)

NOT TO SCALE

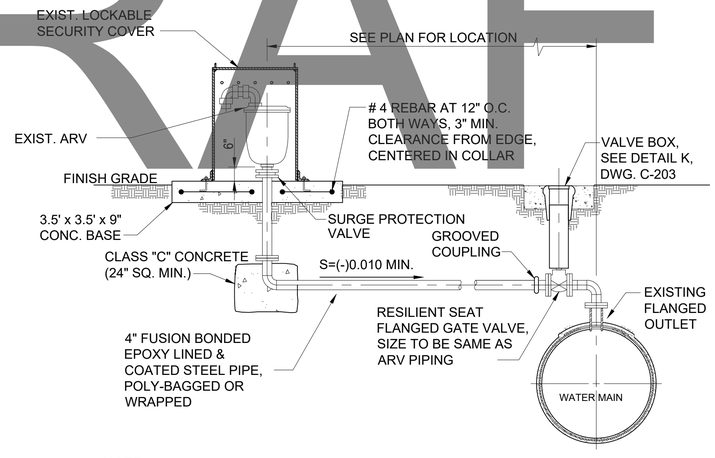


NOTE:

USE ONLY WHEN PIPES ARE LESS THAN 12" APART. SEPARATOR TO BE INSTALLED WHERE METALLIC FOREIGN PIPE CROSSES 27" KCWA WATER LINE WITH LESS THAN 12" OF CLEARANCE.

TYPICAL SEPARATOR TO AVOID ELECTRICAL CONTACT (I, C-201)

NOT TO SCALE



NOTE:

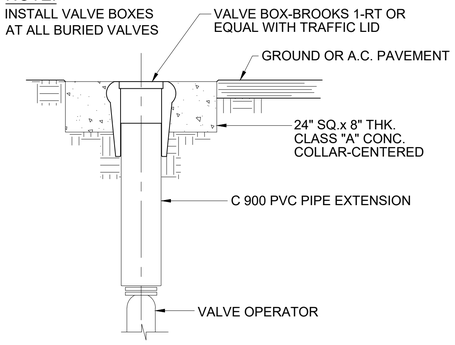
1. EXISTING ARV AND LOCKABLE SECURITY COVER TO BE SALVAGED AND REINSTALLED.
2. ALL PIPING, VALVES, FITTINGS, GASKETS, HARDWARE, HOUSEKEEPING PADS, AND THRUST BLOCKS TO BE NEW INSTALLATION.

4-INCH AIR VALVE (J, C-101, C-202)

NOT TO SCALE

NOTE:

INSTALL VALVE BOXES AT ALL BURIED VALVES



TYPICAL VALVE BOX (K, C-203)

NOT TO SCALE

DRAFT

REV	DATE	BY	DESCRIPTION

DESIGNED BY: CM / WD
DRAWN BY: LL / SH
CHECKED BY: RT / BE
DATE: 1/8/25

REGISTERED PROFESSIONAL ENGINEER — COREY F. WALLACE — No. C64538 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
BLACK & VEATCH
Black & Veatch Corporation

REVIEWED AND ACCEPTED BY:
KERN COUNTY WATER AGENCY
JAMES T. GARDINER — R.C.E. 48280 — DATE
ENGINEERING & GROUNDWATER SERVICES MANAGER

KERN COUNTY WATER AGENCY
NORTH & EAST PIPELINE CONTINUITY RESTORATION PROJECT
CIVIL
NORTH PIPELINE RETROFIT DETAILS II

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONTRACT NO.: KCWA 2026-05
DRAWING NO.: C-203
SHEET NO.: 7 OF 7

FILENAME: C-203.dwg
LAST UPDATED: 8/8/2025 3:31 PM
LAST SAVED BY: LY9441

Correspondence

CFWC Activity Report

TO: Kern County Water Agency Board of Directors
FROM: Michelle Paul, Executive Director
DATE: August 11, 2026
SUBJECT: CFWC Activity Report, July 2026

Summary
Last month, our team continued sharing factual information about farm water, strengthen relationships with reporters and industry partners, and stay connected with members across the state. I also spent significant time on the road, learning more about regional water issues firsthand and getting better acquainted with the communities CFWC serves. Last month gave us a chance to keep that momentum going while preparing for a busy fall, including an upcoming social media influencer tour in Yolo County and a board strategic planning session to help guide the work ahead.

Media Landscape and Response
July was quieter for California agriculture coverage, but the big themes were familiar. Most reporting remained neutral, while the remaining pieces leaned more critical. Groundwater and SGMA continued to dominate, especially around state oversight, litigation and pumping restrictions. Infrastructure stories focused on Sites Reservoir, Sacramento River basin funding and canal solar projects, while other coverage touched on drought and supply, ecosystems, water law and policy, and the rising cost of water.

Colorado River coverage centered on the Bureau of Reclamation's final EIR proposing multistate reductions, Arizona's objections, California's conservation commitments and low reservoir levels.

Editorial Outreach and Placement
Despite July's slower news cycle, we placed a guest commentary with the Orange County Register. The piece, "Conservation isn't enough for California's weather whiplash, we need reliable water," was picked up by more than a dozen publications from Woodland and Sonoma

to the Los Angeles Basin. We also responded to a piece in Beyond Chron, setting the record straight on several inaccurate statements.

Outreach

We continued our work to support the San Joaquin Valley Water Blueprint. Their work on the Unified Water Plan is close to public release, giving districts and growers a clear case to take to state and federal funders. The plan estimates the Valley's 2040 water shortfall at 2.4 million to 3 million acre-feet a year and outlines an $18 billion to $33 billion response, starting with restored capacity in the Friant-Kern, Delta-Mendota, California Aqueduct and San Luis canals. That path could keep land transition closer to 400,000 acres instead of climbing toward 1 million, protecting $7.2 billion in annual farm revenue and 85,000 jobs. Watch for the release at waterblueprintca.com.

Food Grows where Water Flows Signage

We continue to seek partners to display our Food Grows Where Water Flows sign. Custom sizes are available and can include dual branding with your organization. High-visibility locations are preferred. More information is available here.



Digital Engagement and Storytelling

In July, we continued rolling out behind-the-scenes reels featuring Central Valley agriculture, keeping up an authentic, on-the-ground look at California agriculture and the issues farmers are navigating.

We also visited Maddox Dairy in Riverdale to film a new content format: a social media takeover featuring the next generation of farmers. Handing the platform to younger voices in the industry (@maddoxfarmboys) gives our audience a fresh, relatable perspective on agriculture and the people behind it.

Across our California Farm Water Coalition channels, we promoted our recent op-ed. We also increased efforts to build CFWC's presence on LinkedIn, helping us reach a broader professional audience and reinforce the critical connection between farm water and food.

Cultivate California Performance

Totals for Cultivate California	Activity year-to-date
Posts	91
Views	6,885,752
Reach	2,280,125
Interactions	147,774
Follows	42,893
Profile Visits	96,186

CULTIVATE California
Keep the state on your plate.

Totals for Cultivate California	Activity year-to-date
Click through rate (CTR)*	2.39%

Top-performing posts in July:



Cow Collar Technology
Interactions: 3.7k
Views: 123.7k



California Farming: Challenging but Rewarding
Interactions: 2.5k
Views: 98.7k



Influencer Recipe: Tomato Burrata Dip
Interactions: 2.9k
Views: 56.4k