KERN COUNTY WATER AGENCY

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

Notice of
BOARD OF DIRECTORS MEETING

September 24, 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. Public Hearing – Proposed Fiscal Year 2027-28 Zones of Benefit Report

VII. Public Hearing – Regarding the Impasse and Consideration of Implementation of the Kern County Water Agency's Last, Best and Final Offer

VIII. 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 August 27, 2026

2. Payment of the Bills

3. Consideration of the Kern County Water Agency Director Travel, Expense and Board Activity Policy

4. Consideration of an Amendment to the Records Retention Schedule

5. Consideration of the Kern County Water Agency Surplus and Disposal of Personal Property Policy

6. Authorization to Execute Amendment No. 1 to the Memorandum of Understanding with the Middle Managers Bargaining Unit

7. Authorization to Execute Amendment No. 1 to the Kern County Water Agency Agreement for an Engineering Consultant for the Train A Concrete Repairs Project

8. Adoption of a Resolution Amending the Conflict of Interest Code

9. Authorization to Execute Amendment No. 1 to the Participation Agreement to form a Monitoring Committee for the Kern Fan Monitoring Committee

IX. Board Committee Reports

The following items will be discussed in detail at the meeting and may result in appropriate action being taken relating to the subject matter (such action may or may not conform to any staff recommended action):

A. <u>ADMINISTRATIVE OPERATIONS COMMITTEE</u> <u>– Director Johnson, Chair</u>

1. Financial Report

B. <u>STATE WATER PROJECT POLICY COMMITTEE</u> <u>– Director Cattani, Chair</u>

1. Update on Delta Conveyance Activities

2. Update on Legislative Activities

3. State Water Project Policy Activities

   a. Report on the State Water Contractors Board Meeting

   b. Report on the State Water Contractor Meetings

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

C. <u>WATER RESOURCES COMMITTEE</u> <u>– Director Fast, Chair</u>

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

4. Groundwater Banking

   a. Report on 2026 Water Banking Operations

   b. Authorization to Amend the 2026 Pioneer Project Budget

   c. Authorization to Amend the 2026 Berrenda Mesa Joint Water Banking Project Budget

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. Update on the Improvement District No. 4 Water Education Program

6. Authorization to Execute the Master Cooperative Agreement Between California High-Speed Rail Authority and Kern County Water Agency

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

8. 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 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03

X. Correspondence

XI. Brief Report on Potential New Business

XII. 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 September 18, 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.

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. VI

FROM: Lauren Bauer

DATE: September 24, 2026

SUBJECT: Proposed Fiscal Year 2027-28 Zones of Benefit Report

Issue:
Consider approval of the Fiscal Year 2027-28 Zones of Benefit Report.

Recommended Motion:
Adopt Resolution No. 42-26 approving the Fiscal Year 2027-28 Zones of Benefit Report.

Discussion:
Kern County Water Agency (Agency) staff has prepared a report entitled, "Report to the Board of Directors of the Kern County Water Agency on Zones of Benefit for Fiscal Year 2027-28" (Report), which is provided as Exhibit A to the attached Resolution No. 42-26.

The 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. The zones of benefit assessments pay part of the Agency's obligation to the State of California, pursuant to the November 15, 1963 water supply contract between the Agency and the State. The Agency Act requires, among other things, that public hearings be held in order to establish zones of benefit. This Report is an Agency staff presentation of information and recommendations are to be considered by the Agency Board of Directors at the public hearing scheduled for September 24, 2026 regarding 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).

Agency staff recommend receiving and considering any and all public comments that may be presented at this public hearing, closing the public hearing and adopting Resolution No. 42-26, which formally adopts the Agency's Fiscal Year 2027-28 Zones of Benefit Report.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

ESTABLISHING FOUR ZONES OF	*
BENEFIT AND PROVIDING FOR	*
ASSESSMENTS THEREIN IN	*
FISCAL YEAR 2027-28	*

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____ and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of September, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 42-26

WHEREAS, the water supply contract between the Kern County Water Agency (Agency) and the State of California (State), executed November 15, 1963, as amended, requires the Agency to make payments to the State; and

WHEREAS, the Agency Board of Directors (Board) adopted a resolution of intention to establish zones of benefit and levy assessments for the purpose of making payments pursuant to the State Contract, and thereafter, on September 24, 2026, held a public hearing thereon; and

WHEREAS, at the public hearing, evidence was submitted and all interested persons desiring to appear were permitted to appear and were heard; and

WHEREAS, the assessments herein do not exceed the reasonable cost of providing the services and facilities for which they are charged; and

WHEREAS, the charges herein are for a benefit provided and pursuant to the referenced Agency Act, which contains its own procedural provisions and does not incorporate Government Code section 54954.6; and

WHEREAS, the assessments herein are pursuant to the formula adopted by the Board in 1983, and do not exceed the range of assessments established by such formula; and

WHEREAS, the levy enacted herein was previously approved in *Kern County Water Agency v. Board of Supervisors* (1979) 158 Cal.Rptr. 430 as necessary to fund bonded indebtedness approved by the voters; and

WHEREAS, the Board has considered the evidence presented at the public hearing and has taken into account each of the matters required by section 14.2 of the Agency Act to consider in establishing zones of benefit; and

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

1. The foregoing recitals are true and correct.

2. The water to be received from the State under the State Contract has been allocated to Member Units, prospective Member Units or service areas, and the payments to be made by these Member Units or service areas have been established by contracts and in accordance with Agency policies.

3. A Member Unit contract providing for payments to the Agency of the portion of the 2028 State charges allocated to the area included within Improvement District No. 4 of the Agency has not been executed. Said area is scheduled to receive a surface delivery of State Water Project water. This reservation and delivery of a water supply is a special benefit to this area, which is in addition to any other benefits flowing to this area. The degree of the special benefit to this area is commensurate with the portion of the estimated 2028 State charges allocated to such areas in accordance with Agency policies. The estimated amount that the Agency will pay to the State during Fiscal Year 2027-28 for these special water supply benefits for this area is $21,124,443.

4. The amount that the Agency needs to levy in Fiscal Year 2027-28, in addition to the amounts set forth in the preceding subparagraph 3, in order to be able to pay the estimated 2028 State charges is $31,370,000.

5. All of the State Water Project service area, which is hereinafter described as Zone of Benefit No. 17-28, will receive either a surface supply or an improvement in underground supplies by reason of the State Contract. All of this area will also receive economic impact benefits during Fiscal Year 2027-28 by reason of the State Contract. These economic impact benefits will flow to the area as a whole and will be in addition to any other benefits that may be received by any portions of that area as a result of the State Contract.

6. The economic impact benefits to be realized in Zone of Benefit No. 17-28 during Fiscal Year 2027-28 are of a community-wide nature, and the entire zone will receive during Fiscal Year 2027-28 substantially the same degree of such benefits.

7. One-half of the $31,370,000 referred to in subparagraph 4 above should be raised by a zone of benefit assessment levied throughout Zone of Benefit No. 17-28 to pay for these economic impact benefits.

8. Those lands in the State Water Project service area that overlie the main San Joaquin Valley Groundwater Basin (Basin) receive an improvement in their underground water supplies by reason of the State Contract, and this improvement is of benefit to that entire area. The remaining San Joaquin

Valley portion of the State Water Project service area does not overlie a significant usable groundwater basin, and therefore receives no improvement in underground supplies by reason of the State Contract. Due to their ability to use groundwater as an alternative source, the prospective need for water is different for the lands overlying the Basin from that of the lands which do not overlie the Basin. Because of these differences in water supply characteristics, the San Joaquin Valley portion of the State Water Project service area can and should be divided into two zones of benefit. One zone, hereinafter described as Zone of Benefit No. 18-28, should include those lands that do not overlie a significant, usable groundwater basin. The other zone, hereinafter described as Zone of Benefit No. 19-28, should include the remaining lands that do overlie, or are served water from, the Basin.

9. One-half of the $31,370,000 referred to in subparagraph 4 above should be raised by assessments in Zone Nos. 18-28 and 19-28. This amount should be split between the two zones in proportion to their respective requirements for zone of benefit support, with the amount to be raised in Zone of Benefit No. 18-28 to be $1,787,000 and the amount to be raised in Zone of Benefit No. 19-28 to be $13,898,000.

10. Those areas overlying the Basin, which are within those districts that have contracted for federal Central Valley Project water, and the North Unit of the North Kern Water Storage District have contributed or will contribute to the underground water supply in the Basin by water made available independently of the Agency and do not at this time receive a surface supply or an improvement in their underground supplies by reason of the State Contract sufficient to enable the Agency to levy a zone of benefit assessment on them, and therefore are not included in any zone.

11. The following four zones of benefit be and hereby are established, and the territory contained in each zone is described in the exhibit set forth opposite the zone number, which exhibits are included in the report entitled, "Report to the Board of Directors of the Kern County Water Agency on Zones of Benefit for Fiscal Year 2026-27," and incorporated herein by reference as Exhibit A.

Zone of Benefit Nos.	Territory - as Described in Attached Exhibits
No. 7-28 (Improvement District No. 4)	Map 1
No. 17-28 (Entire State Water Project Service Area)	Map 2
No. 18-28 (Non-groundwater portion of the San Joaquin Valley Service Area)	Map 3
No. 19-28 (Groundwater portion of the San Joaquin Valley Service Area)	Map 4

12. An assessment sufficient to raise the amount shown opposite each respective zone set forth below shall be levied on each one hundred dollars ($100) of the assessed valuation of taxable property within the zone during the Fiscal Year 2027-28, unless prior to the time the Kern County Board of Supervisors sets the tax rates for Fiscal Year 2027-28, this Agency notifies the Kern County Assessor's office that a lower assessment will be adequate to meet the needs for any such zone, in which event an assessment sufficient to raise the lesser amount that is then determined by the Agency to be adequate to meet the needs for the respective zone in Fiscal Year 2027-28 shall be levied.

Zone of Benefit		
No. 7-28	(Improvement District No. 4)	$20,614,000
No. 17-28	(Entire State Water Project 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)	$3,898,000

13. The Secretary of the Board is hereby directed to file with the Kern County Assessor's office and the State Board of Equalization all necessary documents required to be filed by the provisions of Government Code section 54900 *et seq.* Upon the completion of such filing, the zones of benefit shall be deemed created.

Exhibit A

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.

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[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.

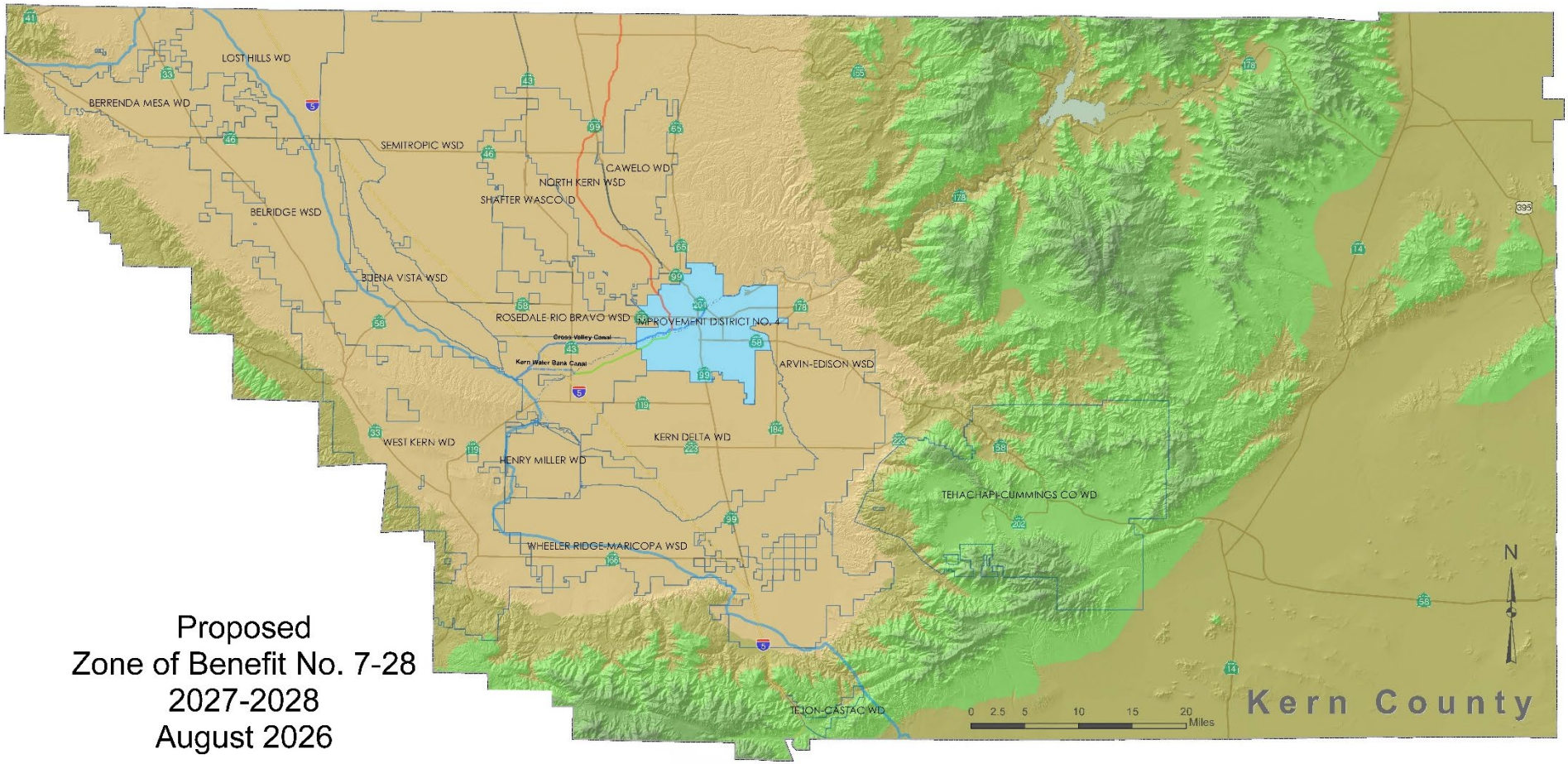
(2) Additional Aqueduct Capacity.

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

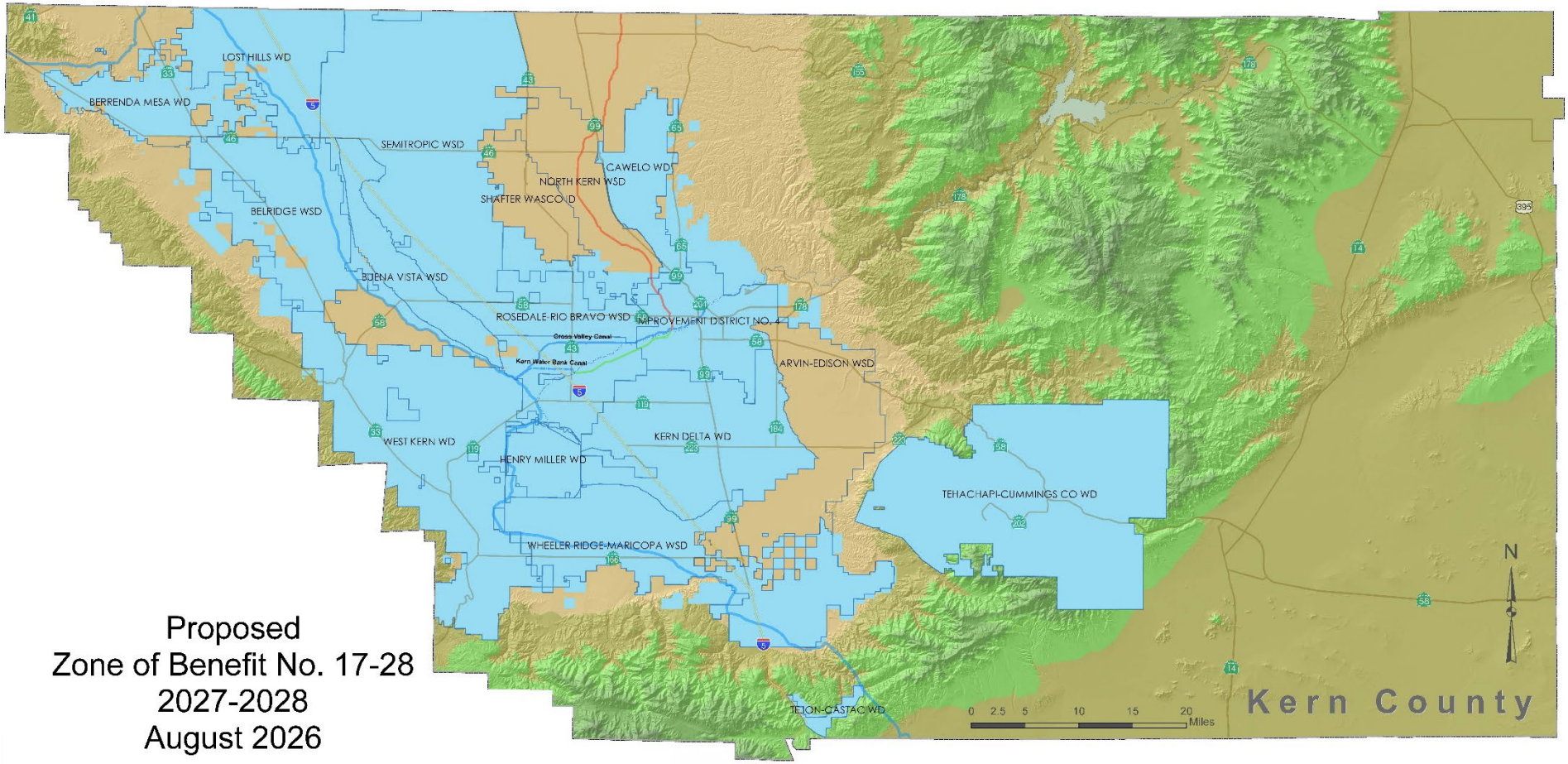
(4) Semitropic ID was formed in 1993. Prior to this, Semitropic's charges were divided between Semitropic WSD, Buttonwillow ID and Pond Poso ID.

Maps

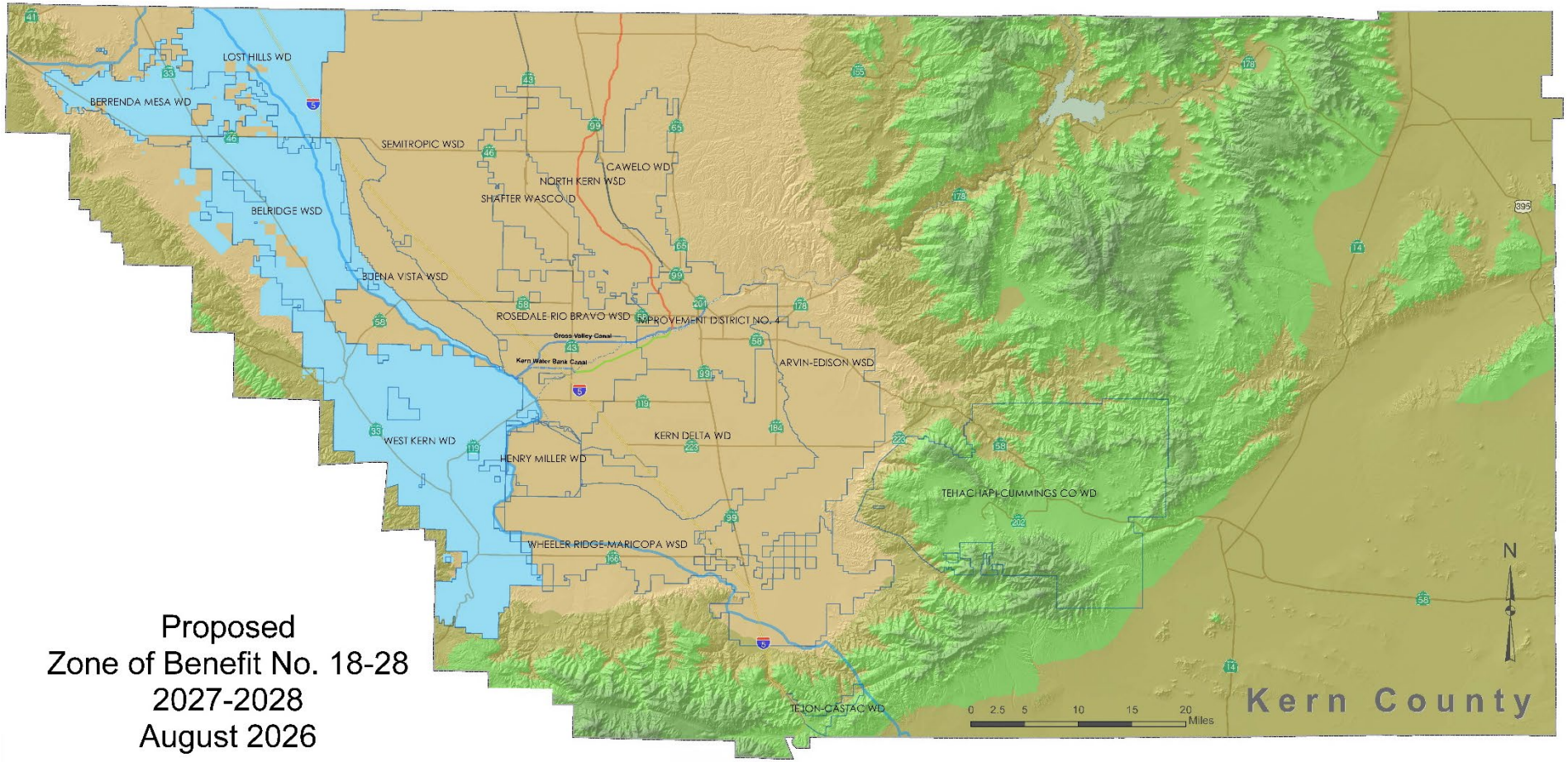
Map 1. Proposed Zone of Benefit No. 7



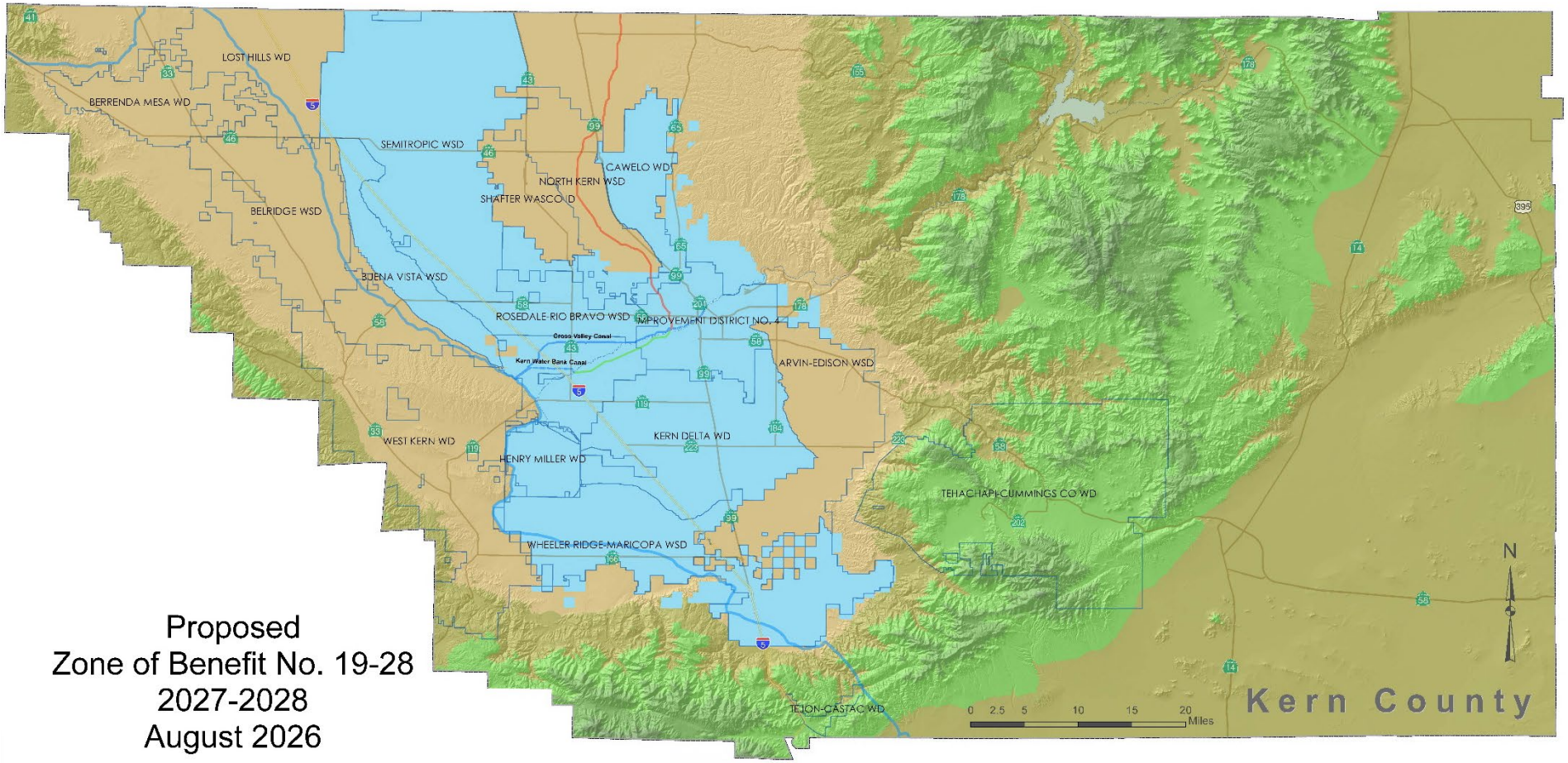
Map 2. Proposed Zone of Benefit No. 17



Map 3. Proposed Zone of Benefit No. 18



Map 4. Proposed Zone of Benefit No. 19



MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. VII

FROM: Eric Averett

DATE: September 24, 2026

SUBJECT: Public Hearing – Regarding the Impasse and Consideration of Implementation of the Kern County Water Agency's Last, Best and Final Offer

Issue:
Consider approving the Management Assistant I and Management Assistant II job descriptions.

Recommended Motion:
Approve the Management Assistant I and Management Assistant II job descriptions.

Discussion:
Kern County Water Agency (Agency) staff have been engaged in the meet-and-confer process with the General Bargaining Unit, represented by Service Employees International Union, Local 521 (SEIU), regarding updates to the Management Assistant I and Management Assistant II job descriptions since April 30, 2026. The Agency has met and conferred in good faith, exchanged proposals with SEIU, considered SEIU's positions and modified its proposals in response to those discussions.

The primary changes combine the Management Assistant job descriptions across Agency departments into one description per level. The core duties and responsibilities remain largely unchanged, with edits focused on addressing department-specific functions and the physical and environmental demands.

On July 14, 2026, the Agency presented its Last, Best and Final Offer (LBFO) to SEIU, which reflected the Agency's final position on the job descriptions after the parties had exhausted meaningful negotiations on the remaining issues. SEIU did not accept the Agency's LBFO, so the Agency submitted a written declaration of impasse on August 3, 2026. SEIU has not requested fact-finding or any further impasse procedures within the 30-day notice period, which has now concluded.

Agency staff recommend approving the Management Assistant I and Management Assistant II job descriptions as last presented in its LBFO to SEIU on July 14, 2026, and included as Attachment 1.

KERN COUNTY WATER AGENCY
Job Description

Job Title:	Management Assistant I	**Department(s):**	Administrative Operations, Engineering & Groundwater Services, Improvement District No. 4 or Water Resources
Employment Classification:	Full-Time/Nonexempt	**Group(s):**	Administrative Operations, Engineering, Improvement District No. 4 or Water Resources
Location:	Stuart T. Pyle Water Resources Center	**Direct Supervisor(s):**	Administrative Operations, Engineering & Groundwater Services Manager, Improvement District No. 4 Manager or Water Resources Manager
Safety Sensitive:	No	**Level of Supervision:**	Limited
Last Modified:	7/14/2026	**Supervisory Responsibilities:**	May direct/lead the work of Agency and consultant staff

Fundamental Objective

Perform a variety of administrative and office support functions for the Administrative Operations Manager, Engineering & Groundwater Services Manager, Improvement District No. 4 Manager or Water Resources Manager and other staff, as directed by the General Manager.

Note: The General Manager shall not change an employee's department assignment without providing the employee with reasonable notice and an opportunity to meet and confer.

Qualifications & Education Requirements

Education:
High school diploma or General Educational Development (GED) Certificate.

Licenses/Certificates/Registrations:
May be required to obtain a Notary Public certification issued by the State of California within 12 months of hire.

Experience:
One (1) year performing administrative support functions.

Knowledge, Skills and Abilities:
1. Knowledge of basic modern office equipment, practices and procedures.
2. Ability to understand and apply the Ralph M. Brown Act.
3. Demonstrated ability to proofread documents.
4. Demonstrated proficiency in operating a personal computer and using Microsoft Word.
5. Demonstrated ability to use Adobe Acrobat and Microsoft Outlook, PowerPoint and Excel.
6. Ability to travel to various locations.
7. Requisite reading, mathematical, written, oral language and presentation skills to perform the essential functions of the job.
8. Demonstrated ability to establish and maintain cooperative relationships with those contacted in the course of work.
9. Demonstrated ability to understand and carry out oral and written instructions.

Note: A combination of Agency experience and other experience may satisfy the Qualifications & Education Requirements for internal applicants

KERN COUNTY WATER AGENCY
Job Description

Job Title:	Management Assistant I	**Department(s):**	Administrative Operations, Engineering & Groundwater Services, Improvement District No. 4 or Water Resources

Essential Job Duties and Responsibilities

1. Perform various administrative support functions for assigned department manager and staff.
2. Review documents to ensure consistency and accuracy in grammar, spelling, punctuation and formatting.
3. Coordinate and schedule various meetings with Directors, staff and outside entities.
4. Maintain and organize files.
5. Prepare, code and approve invoices for processing and payment.
6. Coordinate travel arrangements and track related expenditures.
7. Assist with coordination of Agency tours and presentations.
8. Perform credit card reconciliations and assist with processing reimbursements.
9. Assist with coordination of Public Records Act request responses.
10. Assist in monitoring of various cost-center and consultant budgets.
11. Perform reception duties, including monitoring entry gates/doors, answering and directing incoming calls, taking messages and greeting and assisting visitors.
12. Collect, open, prepare and/or distribute incoming and outgoing mail and deliveries.
13. Prepare coffee, tea and other refreshments; maintain cleanliness of coffee bar areas and meeting rooms; and assist with the setup and coordination of various meetings.
14. May perform Committee Secretary duties for an assigned committee (e.g., Cross Valley Canal Advisory Committee or Urban Bakersfield Advisory Committee), including overseeing and coordinating committee processes (e.g., agendas, memoranda, minutes and filings).
15. May perform Notary Public services for the Agency.
16. May perform Board Secretary duties, including overseeing and coordinating Board processes (e.g., agendas, memoranda, minutes and filings).

Marginal Job Duties and Responsibilities

1. Perform miscellaneous administrative tasks for Agency departments.

KERN COUNTY WATER AGENCY
Job Description

Job Title:	Management Assistant I	**Department(s):**	Administrative Operations, Engineering & Groundwater Services, Improvement District No. 4 or Water Resources

Physical and Environmental Demands

Note: Values based on normally scheduled workday

Activity	Essential	Marginal	N/A	Seldom	Occasionally	Frequently
Carry/Lift Up to 10 lbs.	x				x	
Carry/Lift Up to 35 lbs.	x				x	
Carry/Lift Up to 55 lbs. [1]		x		x		
Climb	x				x	
Crawl/Kneel	x			x		
Drive	x					x
Grasp/Squeeze/Pinch	x					x
Hear	x					x
Push/Pull/Drag	x					x
Push Keys	x					x
See	x					x
Sit	x					x
Speak	x					x
Squat/Stoop	x				x	
Stand	x					x
Swim			x			
Twist/Turn	x					x
Walk	x					x
Environmental Demands	**Essential**	**Marginal**	**N/A**	**Seldom**	**Occasionally**	**Frequently**
Chemical Hazards	x				x	
Electrical Hazards	x				x	
Explosive Hazards	x				x	
Mechanical Hazards	x				x	
Radiation Hazards			x			
Extreme Cold/Extreme Heat	x					x
Extreme Noise	x				x	
Bodies of Water/Canals	x				x	
Fumes/Dust	x					x
Insects	x					x

[1] With Assistance

Employee Acknowledgment

This Job Description has been reviewed with me by my supervisor, and I understand the responsibilities and expectations of performance.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

KERN COUNTY WATER AGENCY
Job Description

Job Title:	Management Assistant II	**Department(s):**	Administrative Operations, Engineering & Groundwater Services, Improvement District No. 4 or Water Resources
Employment Classification:	Full-Time/Nonexempt	**Group(s):**	Administrative Operations, Engineering, Improvement District No. 4 or Water Resources
Location:	Stuart T. Pyle Water Resources Center	**Direct Supervisor(s):**	Administrative Operations Manager, Engineering & Groundwater Services Manager, Improvement District No. 4 Manager or Water Resources Manager
Safety Sensitive:	No	**Level of Supervision:**	Limited
Last Modified:	7/14/2026	**Supervisory Responsibilities:**	May direct/lead the work of Agency and consultant staff

Fundamental Objective

Perform a variety of administrative and office support functions for the Administrative Operations Manager, Engineering & Groundwater Services Manager, Improvement District No. 4 Manager or Water Resources Manager and other staff, as directed by the General Manager.

Note: The General Manager shall not change an employee's department assignment without providing the employee with reasonable notice and an opportunity to meet and confer.

Qualifications & Education Requirements

Education:
High school diploma or General Educational Development (GED) Certificate.

Licenses/Certificates/Registrations:
May be required to obtain a Notary Public certification issued by the State of California within 12 months of hire.

Experience:
Two (2) years performing administrative support functions; one (1) year of which must have included performing duties related to applying the Ralph M. Brown Act.

Knowledge, Skills and Abilities:

1. Knowledge of basic modern office equipment, practices and procedures.
2. Demonstrated ability to understand, interpret and apply the Ralph M. Brown Act.
3. Demonstrated proficiency in proofreading documents.
4. Demonstrated proficiency in operating a personal computer and using Microsoft Word.
5. Demonstrated ability to use Adobe Acrobat and Microsoft Outlook, PowerPoint and Excel.
6. Ability to travel to various locations.
7. Requisite reading, mathematical, written, oral language and presentation skills to perform the essential functions of the job.
8. Demonstrated ability to establish and maintain cooperative relationships with those contacted in the course of work.
9. Demonstrated ability to understand and carry out oral and written instructions.

Note: A combination of Agency experience and other experience may satisfy the Qualifications & Education Requirements for internal applicants

KERN COUNTY WATER AGENCY
Job Description

Job Title:	Management Assistant II	**Department(s):**	Administrative Operations, Engineering & Groundwater Services, Improvement District No. 4 or Water Resources

Essential Job Duties and Responsibilities

1. Perform various administrative support functions for assigned department manager and staff.
2. Review documents to ensure consistency and accuracy in grammar, spelling, punctuation and formatting.
3. Coordinate and schedule various meetings with Directors, staff and outside entities.
4. Maintain and organize files.
5. Prepare, code and approve invoices for processing and payment.
6. Coordinate travel arrangements and track related expenditures.
7. Assist with coordination and preparation of Agency tours and presentations.
8. Perform credit card reconciliations and assist with processing reimbursements.
9. Assist with or lead the coordination of Public Records Act request responses.
10. Assist in monitoring of various cost-center and consultant budgets.
11. Perform reception duties, including monitoring entry gates/doors, answering and directing incoming calls, taking messages and greeting and assisting visitors.
12. Collect, open, prepare and/or distribute incoming and outgoing mail and deliveries.
13. Prepare coffee, tea and other refreshments; maintain cleanliness of coffee bar areas and meeting rooms; and assist with the setup and coordination of various meetings.
14. May perform Committee Secretary duties for assigned committee (e.g., Cross Valley Canal Advisory Committee or Urban Bakersfield Advisory Committee), including overseeing and coordinating committee processes (e.g., agendas, memoranda, minutes and filings).
15. May perform Notary Public services for the Agency.
16. May perform Board Secretary duties, including overseeing and coordinating Board processes (e.g., agendas, memoranda, minutes and filings).

Marginal Job Duties and Responsibilities

1. Perform miscellaneous administrative tasks for Agency departments.

KERN COUNTY WATER AGENCY
Job Description

Job Title:	Management Assistant II	**Department(s):**	Administrative Operations, Engineering & Groundwater Services, Improvement District No. 4 or Water Resources

Physical and Environmental Demands

Note: Values based on normally scheduled workday

Activity	Essential	Marginal	N/A	Seldom	Occasionally	Frequently
Carry/Lift Up to 10 lbs.	x				x	
Carry/Lift Up to 35 lbs.	x				x	
Carry/Lift Up to 55 lbs. [1]		x		x		
Climb	x				x	
Crawl/Kneel	x			x		
Drive	x					x
Grasp/Squeeze/Pinch	x					x
Hear	x					x
Push/Pull/Drag	x					x
Push Keys	x					x
See	x					x
Sit	x					x
Speak	x					x
Squat/Stoop	x				x	
Stand	x					x
Swim			x			
Twist/Turn	x					x
Walk	x					x
Environmental Demands	**Essential**	**Marginal**	**N/A**	**Seldom**	**Occasionally**	**Frequently**
Chemical Hazards	x				x	
Electrical Hazards	x				x	
Explosive Hazards	x				x	
Mechanical Hazards	x				x	
Radiation Hazards			x			
Extreme Cold/Extreme Heat	x					x
Extreme Noise	x				x	
Bodies of Water/Canals	x				x	
Fumes/Dust	x					x
Insects	x					x

[1] With Assistance

Employee Acknowledgment

This Job Description has been reviewed with me by my supervisor, and I understand the responsibilities and expectations of performance.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Consent Agenda

Minutes of Board Meetings and Committee Meetings

August 27, 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 Royce Fast, Charles (Bill) W. Wulff, Jr., Laura Cattani, Tamara Johnson and Jay Kroeker
Absent Directors:	None
Present for the Agency:	Eric Averett, General Manager James D. Ciampa, Lagerlof, LLP Craig Wallace, Assistant General Manager Taryn Ravazzini, Assistant General Manager – Strategic Initiatives Stephanie N. Prince, Board Secretary
Present for the Member Units:	Tim Ashlock, Buena Vista Water Storage District Amrit Mangat, Buena Vista Water Storage 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 Rachelle Echeverria, Rosedale-Rio Bravo Water Storage District Roy Pierucci, Rosedale-Rio Bravo Water Storage District Trent Taylor, Rosedale-Rio Bravo Water Storage District Gary Unruh, 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 Larry Rodriguez, Semitropic Water Storage District Wendy Adams-Rosenberger, West Kern Water District Eric McDaris, Wheeler Ridge-Maricopa Water Storage District Sheridan Nicholas, Wheeler Ridge-Maricopa Water Storage District

- - - - - - - - - - - -

President Milobar called the meeting to order at 12:01 p.m.

- - - - - - - - - - - -

<u>Subject</u>: 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:

DRAFT

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.

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

- - - - - - - - - - - -

President Milobar adjourned the meeting to closed session at 12:03 p.m.

- - - - - - - - - - - -

President Milobar adjourned closed session at 1:25 p.m.

- - - - - - - - - - - -

President Milobar reconvened the meeting to open session at 1:28 p.m.

- - - - - - - - - - - -

Subject: Closed Session Report

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

- - - - - - - - - - - -

Subject: Directors' Forum

Director Kroeker reported that he attended the Golden Mussels Forum held on August 5, 2026, and commended Monica Tennant and the other presenters for their contributions.

- - - - - - - - - - - -

Subject: Public Comment

None.

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DRAFT

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.

Action: Director Lundquist made a motion and Director Cattani seconded to approve the Consent Agenda as presented, including Resolution Nos. 46-26 and 47-26 with a roll call vote taken for the resolutions as required.

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

- - - - - - - - - - - -

Subject: Administrative Operations Committee

Nick Pavletich provided an update on the Financial Report.

- - - - - - - - - - - -

Nick Pavletich presented the Director Travel, Expense and Board Activity Policy – Eligible Board Activities and asked the Board for any feedback on the proposed list of approved events. No changes were requested by the Board.

- - - - - - - - - - - -

Subject: State Water Project Policy Committee

Craig Wallace provided an update on Delta Conveyance activities.

- - - - - - - - - - - -

Taryn Ravazzini provided an update on Legislative Activities.

- - - - - - - - - - - -

Craig Wallace provided a report on 2026 State Water Project and Central Valley Project allocations and operations.

- - - - - - - - - - - -

DRAFT

Subject: Water Resources Committee

Lauren Bauer reported that Brian Clough joined the Agency, as Water Resources Planner I in the Water Resources Department.

Ms. Bauer reported that she attended a Golden Mussels roundtable discussion led by Congressman Vince Fong on August 25, 2026.

- - - - - - - - - - - -

Action: Director Fast made a motion and Director Wulff seconded to 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.

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

- - - - - - - - - - - -

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

- - - - - - - - - - - -

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

- - - - - - - - - - - -

Josh Newfield distributed the Draft Fiscal Year 2027-28 Zones of Benefit Report.

- - - - - - - - - - - -

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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DRAFT

Lauren Bauer provided a report on the Kern Non-Districted Lands Authority Meetings.

- - - - - - - - - - - -

Subject: Cross Valley Canal Committee

Lauren Bauer reported on current operations and maintenance projects, including the Nord Siphon Turnout Replacement Project

- - - - - - - - - - - -

Lauren Bauer reported that the CVC Advisory Committee met on Wednesday, August 26, 2026, and Directors Fast, Kroeker, Lundquist, Milobar, and Wulff attended the meeting.

- - - - - - - - - - - -

Kassidy Frey provided a report on CVC operations and deliveries.

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Action: Director Lundquist made a motion and Director Wulff seconded to 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.

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

- - - - - - - - - - - -

Subject: Improvement District No. 4 Committee

Wes Shryock reported on current operations and maintenance projects and recognized David Pieper on his promotion to Asset Manager in the Improvement District No. 4 Department, effective September 28, 2026.

- - - - - - - - - - - -

Wes Shryock reported that the Urban Bakersfield Advisory Committee met on Wednesday, August 26, 2026, and Directors Fast, Kroeker, Lundquist, Milobar, and Wulff attended the meeting.

DRAFT

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

- - - - - - - - - - - -

Wes Shryock provided a report on Kern Water Bank Activities.

- - - - - - - - - - - -

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

- - - - - - - - - - - -

Wes Shryock provided a report on the Henry C. Garnett Water Purification Plant.

- - - - - - - - - - - -

Subject: Engineering and Groundwater Services Committee

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

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Action: Director Kroeker made a motion and Director Wulff seconded to 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.

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

- - - - - - - - - - - -

Subject: Correspondence

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

- - - - - - - - - - - -

Subject: New Business

None.

- - - - - - - - - - - -

DRAFT

President Milobar adjourned the meeting at 2:34 p.m.

- - - - - - - - - - - -

Minutes approved by the Board of Directors of the Kern County Water Agency this 24th day of September, 2026.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

DRAFT

MINUTE ORDER
APPROVAL PAGE

September 24, 2026

Total Amounts Approved for Payment:

Exhibit	"A"	$14,040,832.93
Exhibit	"B"	

REVIEWED AND APPROVED BY:

PRESIDENT _____

DIRECTOR _____

MINUTE ORDER

September 24, 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: $14,040,832.93

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	10,822,484.00			10,822,484.00				
Nicholas Construction Inc.	Nord Siphon Replacement Project	1,076,675.00					1,076,675.00		
Payroll Costs	Pay Periods 26-17, 26-18	1,025,055.08	[1]					1,025,055.08	Multiple Funds
Pacific Gas & Electric	July-August Charges	387,695.28	*	11,131.61		199,936.67	176,020.27	606.73	KCWA/BM
Buena Vista Water Storage District	Water Delivery	215,600.00					215,600.00		
Kern Water Bank Authority	Basin 11 Turnout	157,086.56	*				157,086.56		
Ernst & Young LLP	Audit Services	84,874.00	*		84,874.00				
Hector's Iron Painting & Wrought Iron Co.	Front Gate Fence	31,425.00		31,425.00					
Kern County Auditor-Controller-County Clerk	LAFCO	30,398.00	*					30,398.00	Multiple Funds
Dee Jaspar & Associates Inc.	Engineering Consulting	27,410.77	*				27,410.77		
Lagerlof LLP	Legal Services	23,324.12						23,324.12	Multiple Funds
Tejon-Castac Water District	Reconciliation of Charges for CY25	20,165.00	*		20,165.00				
Soils Engineering Inc.	Engineering Consulting	19,820.50					19,820.50		
Superion LLC	Annual Maintenance Accounting Software	19,052.90		19,052.90					
Touch of Glass Cleaning Service	Deep Cleaning Admin Building	13,200.00		13,200.00					
Highland Economics	Zone of Benefits Analysis	12,967.50			12,967.50				
The Gualco Group Inc.	State Legislative Analyst	12,640.70		505.63	12,135.07				
T. Ravazzini Consulting LLC	Strategic Consulting	11,343.75			11,343.75				
US Bank	See Exhibit "C"	10,817.42						10,817.42	Multiple Funds
Somach Simmons & Dunn	Legal Services	7,631.00						7,631.00	Lower River
AECOM Technical Services Inc.	Engineering Consulting	7,515.68	*			7,515.68			
Amarok	Electrical Fencing	6,385.70		6,385.70					
Buena Vista Groundwater Sustainability Agency	Pioneer GSA - SGMA	3,205.50	*				3,205.50		
Sagaser, Watkins & Wieland PC	Legal Services	3,075.00				3,075.00			
Provost & Pritchard Consulting Group	Engineering Consulting	2,430.90					2,430.90		
Dale Fye dba Developing Solutions	Database Consulting	2,271.25		2,271.25					
North Kern Water Storage District	Golden Mussels Campaign	2,020.18			2,020.18				
Dudek	Analyitical Consulting	1,740.00			1,740.00				
Employee Expense Claims	See Exhibit "C"	1,036.14	*					1,036.14	Multiple Funds
Providence Strategic Consulting Inc.	Public Information Consulting	961.00						961.00	Multiple Funds
South Valley Biology Consulting LLC	Biological Consulting	345.00					345.00		
Meyer Civil Engineering Inc.	Engineering Consulting	180.00					180.00		
PAGE TOTALS		$14,040,832.93		$83,972.09	$10,967,729.50	$210,527.35	$1,678,774.50	$1,099,829.49	

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

MINUTE ORDER SUPPLEMENT
EMPLOYEES AND DIRECTORS CLAIMS

September 24, 2026

EXHIBIT "C"

	EMPLOYEE PAID AGENCY EXPENDITURES	AGENCY PAID CREDIT CARD PURCHASES	TOTAL EXPENDITURES
Ansolabehere, Martin		209.43	209.43
Averett, Eric L.		5,889.84	5,889.84
Barret, William		306.17	306.17
Bauer, Lauren		79.00	79.00
Downs, David		503.91	503.91
Fanucchi, Dominic		759.69	759.69
Fleming, James		186.19	186.19
Garcia, Audrey		198.16	198.16
Milobar, Martin	459.79		459.79
Ornelas, Gabriel		41.36	41.36
Pavletich, Nick		766.44	766.44
Robinson, Madison		235.50	235.50
Shryock, Wes		168.88	168.88
Smith, Levi		879.23	879.23
Stancil, Desmond		149.07	149.07
Van Meter, Christina		130.66	130.66
Wallace, Craig	576.35 *	36.84	613.19
Yoder, Steve		277.05	277.05
TOTAL EMPLOYEE REIMBURSEMENTS	1,036.14		
TOTAL CREDIT CARD PURCHASES		10,817.42	
TOTAL EMPLOYEE & CREDIT CARD PURCHASES			11,853.56

MINUTE ORDER
APPROVAL PAGE

September 24, 2026

Total Amounts Approved for Payment:

Exhibit	"A"	$1,062,506.81

REVIEWED AND APPROVED BY:

PRESIDENT _____

DIRECTOR _____

MINUTE ORDER

September 24, 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; $1,062,506.81

VENDOR NAME	COMMENTS	IMPROVEMENT DISTRICT #4	
Pacific Gas & Electric	July-August Charges	668,795.88	
Buena Vista Water Storage District	Water Deliveries	178,696.00	*
Nickel Family LLC	Water Deliveries	139,650.00	
North Kern Water Storage District	Water Deliveries	25,470.20	
Sarah Clayton	Water Education Consulting	18,261.25	
Amarok	Electric Fencing	15,094.30	
AECOM	Engineerging Consulting	8,500.00	*
Highland Economics LLC	Zone of Benefits Analysis	4,322.50	
North Kern Water Storage District	Golden Mussels Campaign	2,020.18	
Northern Digital Inc.	Engineerging Consulting	1,036.50	
CalNeva Water	Legal Services	660.00	
PAGE TOTALS		1,062,506.81	

[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

8/1/2026 - 8/31/2026

Payee Name	Check Number	Check Date	Amount
Department of Water Resources	135695	08/28/2026	$ 6,940,181.00
Department of Water Resources	135621	08/10/2026	2,736,578.00
Pacific Gas and Electric	135663	08/13/2026	582,630.70
Pacific Gas and Electric	135665	08/13/2026	487,756.18
Nicholas Construction	135687	08/19/2026	371,925.00
Pacific Gas and Electric	135821	08/31/2026	317,149.14
Asure-Payroll	ACH Debit	08/31/2026	244,702.40
Asure-Payroll	ACH Debit	08/17/2026	211,461.99
Asure-Payroll	ACH Debit	08/03/2026	207,872.38
ACWA JPIA	135699	08/31/2026	178,761.91
KCERA	County EFT	08/18/2026	171,695.63
KCERA	County EFT	08/04/2026	167,146.65
WESCO Distribution Inc.	135628	08/10/2026	152,363.35
Buena Vista Water SD	135638	08/13/2026	142,380.00
IRS/EDD - Payroll Tax Deposit	ACH Debit	08/17/2026	111,349.31
IRS/EDD - Payroll Tax Deposit	ACH Debit	08/04/2026	110,312.10
MAC General Engineering Inc.	135684	08/14/2026	92,643.05
JCI Jones Chemicals Inc.	135624	08/10/2026	85,785.81
City of Bakersfield	135642	08/13/2026	85,000.00
Arvin-Edison Water Storage District	135618	08/10/2026	84,808.87
Pacific Gas and Electric	135822	08/31/2026	46,310.33
Brenntag Pacific LLC	135619	08/10/2026	41,668.32
Enviroclear Technologies	135623	08/10/2026	33,891.80
ECO Services Operations Corp.	135738	08/31/2026	33,252.32
ECO Services Operations Corp.	135622	08/10/2026	27,870.99
Amarok LLC	135701	08/31/2026	21,480.00
BSK Associates	135637	08/13/2026	21,285.54
Lower Tule River Irrigation District	135659	08/13/2026	19,935.24
Core & Main LP	135643	08/13/2026	19,182.91
North Kern Water Storage District	135661	08/13/2026	16,091.48
Hillcrest Air Conditioning & Sheet Metal	135748	08/31/2026	14,692.25
Nations Roof LLC	135815	08/31/2026	13,743.00
Univar Solutions USA Inc.	135626	08/10/2026	13,714.36
Sun Life Financial	135832	08/31/2026	13,303.41
Gualco Group,The	135745	08/31/2026	12,825.00
Schwebel Petroleum Co. Inc.	135674	08/13/2026	12,705.32
ACWA JPIA	135698	08/31/2026	11,921.35
Empower Retirement	ACH Debit	08/10/2026	11,388.43
Clayton, Sarah	135696	08/28/2026	11,123.61
Nomos LLP	135817	08/31/2026	11,080.00
Carney's Business Technology Center	135725	08/31/2026	10,682.86
California Special Districts	135721	08/31/2026	10,323.00

Kern County Water Agency

Payment Summary by Amount

8/1/2026 - 8/31/2026

Payee Name	Check Number	Check Date	Amount
Nossaman LLP	135820	08/31/2026	9,717.50
JCI Jones Chemicals Inc.	135685	08/17/2026	8,936.21
Circle M Truck Repair Inc.	135620	08/10/2026	8,918.34
SGMA CC	135675	08/13/2026	8,727.86
Provost & Pritchard Inc.	135670	08/13/2026	8,435.10
CS-amsco	135733	08/31/2026	8,137.97
Graybar Electric Co. Inc.	135648	08/13/2026	7,431.68
California Farm Water Coalition	135639	08/13/2026	7,000.00
Krazan & Associates Inc.	135658	08/13/2026	6,897.00
Flex-Claims	135742	08/31/2026	6,617.25
Flyers Energy LLC	135645	08/13/2026	6,582.55
AT&T Mobility	135714	08/31/2026	6,406.65
Amarok LLC	135616	08/10/2026	6,385.70
Blindmans Daughter, The	135718	08/31/2026	6,338.51
Abate-A-Weed	135631	08/13/2026	6,250.01
Dale Fye DBA Developing Solutions	135734	08/31/2026	6,152.50
Valley Instrument Service	135679	08/13/2026	5,284.87
Idexx Distribution Corp.	135654	08/13/2026	5,209.92
Hamilton Resource Economics	135802	08/31/2026	5,130.00
Airgas USA LLC	135634	08/13/2026	4,892.83
Clayton, Sarah	135615	08/04/2026	4,845.48
Senator Seagate L.P.	135694	08/27/2026	4,470.00
Delta Liquid Energy	135737	08/31/2026	4,231.13
Stinson's	135831	08/31/2026	3,992.35
Providence Strategic Consulting Inc	135669	08/13/2026	3,787.50
Providence Strategic Consulting Inc	135824	08/31/2026	3,778.50
Prestige Worldwide Inc.	135668	08/13/2026	3,448.00
General Tree Service	135646	08/13/2026	3,408.00
SEIU	135693	08/27/2026	3,051.69
Meyer Civil Engineering Inc.	135812	08/31/2026	2,881.25
Life Saver Safety	135809	08/31/2026	2,770.00
Vestis	135839	08/31/2026	2,684.14
Agilent Technologies Inc.	135633	08/13/2026	2,625.01
ACWA JPIA	135632	08/13/2026	2,520.00
Dee Jaspar & Associates Inc.	135736	08/31/2026	2,450.85
Kern County Public Health	135686	08/17/2026	2,343.00
Northern Digital Inc	135819	08/31/2026	2,040.00
AT&T	135712	08/31/2026	1,933.06
Mr. Fix-It Professional Handyman Services	135814	08/31/2026	1,918.13
Hillcrest Air Conditioning & Sheet Metal	135650	08/13/2026	1,841.00
Zack's Big Trees & Nursery	135629	08/10/2026	1,840.00
Watura North America Inc.	135683	08/13/2026	1,800.00

Kern County Water Agency

Payment Summary by Amount

8/1/2026 - 8/31/2026

Payee Name	Check Number	Check Date	Amount
Sagaser Watkins & Wieland PC	135828	08/31/2026	1,612.50
USA Blue Book	135627	08/10/2026	1,450.26
Zalco Laboratories Inc	135630	08/10/2026	1,355.00
Clerou Tire Company Inc.	135728	08/31/2026	1,296.28
California Water Service Company	135690	08/27/2026	1,287.27
Vestis	135681	08/13/2026	1,223.19
Quinn Company	135671	08/13/2026	1,115.00
Varner Brothers Inc.	135680	08/13/2026	1,055.22
Personal Pest Prevention	135823	08/31/2026	945.00
TPx Communications	135688	08/25/2026	930.66
Shar-Craft Incorporated	135829	08/31/2026	842.27
North Kern Water Storage District	135818	08/31/2026	825.00
California Water Service Company	135640	08/13/2026	817.24
Home Depot Credit Services	135652	08/13/2026	722.80
Superion LLC	135833	08/31/2026	720.00
Jack Davenport Sweeping Services Inc.	135807	08/31/2026	710.00
Arkance USA LLC	135704	08/31/2026	660.00
Environmental Resource Association	135740	08/31/2026	646.80
Hach Company	135747	08/31/2026	638.77
New Look Carpet Cleaning	135816	08/31/2026	605.00
Hydraulic Controls Inc.	135805	08/31/2026	563.24
B & R Tools	135636	08/13/2026	557.37
Industrial Shoeworks	135655	08/13/2026	552.08
Global CTI Group	135744	08/31/2026	521.91
Wallace, Craig	135842	08/31/2026	518.95
Capital Industrial Medical Supply	135641	08/13/2026	505.56
Pacific Gas and Electric	135667	08/13/2026	498.89
Advanced Distribution Co.	135700	08/31/2026	487.91
Sigma-Aldrich Inc.	135830	08/31/2026	483.79
Grainger	135647	08/13/2026	475.07
Jack Davenport Sweeping Services Inc.	135656	08/13/2026	465.00
A-1 Battery Co.	135697	08/31/2026	444.86
General Tree Service	135743	08/31/2026	425.00
Amazon Capital Services	135702	08/31/2026	413.21
Auto Zone	135716	08/31/2026	407.39
Avadine	135717	08/31/2026	400.00
Home Depot Credit Services	135803	08/31/2026	392.35
Electric Motor Works	135739	08/31/2026	391.09
Trinity Safety Company	135835	08/31/2026	389.92
Home Depot Credit Services	135804	08/31/2026	381.85
Comcast	135731	08/31/2026	376.98
Thermo Electron North America LLC	135834	08/31/2026	365.06

Kern County Water Agency

Payment Summary by Amount

8/1/2026 - 8/31/2026

Payee Name	Check Number	Check Date	Amount
Red Wing Business Advantage Account	135672	08/13/2026	319.31
VWR International Inc.	135841	08/31/2026	309.07
Motion Industries Inc	135660	08/13/2026	295.21
Charter Communications	135727	08/31/2026	293.53
Colonial Life Insurance	135730	08/31/2026	273.28
Motion Industries Inc	135813	08/31/2026	265.27
Rain for Rent Irrigation	135826	08/31/2026	261.79
CoreLogic Solutions LLC	135644	08/13/2026	258.33
CoreLogic Solutions LLC	135732	08/31/2026	258.33
McMaster-Carr Supply Co.	135811	08/31/2026	251.22
Venable's Tree Service	135838	08/31/2026	250.00
Coastline Equipment	135729	08/31/2026	245.70
Howard Supply Company LLC	135653	08/13/2026	238.53
Car Wash Partners Inc. dba Mister Car Wash	135724	08/31/2026	232.00
Charter Communications	135726	08/31/2026	230.00
AT&T	135710	08/31/2026	228.75
Howard Supply Company LLC	135749	08/31/2026	221.77
Hach Company	135649	08/13/2026	216.50
Bonnie Tippett or Don Tippett	135689	08/27/2026	206.20
United Rentals Inc.	135678	08/13/2026	196.22
United Rentals Inc.	135836	08/31/2026	196.22
H & S Hose & Supply Inc.	135746	08/31/2026	179.84
Vestis	135840	08/31/2026	165.31
Brady PLUS	135719	08/31/2026	150.34
BSK Associates	135720	08/31/2026	145.99
VWR International Inc.	135682	08/13/2026	126.13
Applied Technology Group Inc.	135703	08/31/2026	110.00
United Site Services	135837	08/31/2026	109.70
AT&T Mobility	135715	08/31/2026	106.35
Pacific Gas and Electric	135664	08/13/2026	100.37
AT&T	135708	08/31/2026	94.18
Ameriflex	ACH Debit	08/17/2026	92.70
Idexx Distribution Corp.	135806	08/31/2026	92.67
AT&T	135709	08/31/2026	78.89
AT&T	135707	08/31/2026	66.06
Trinity Safety Company	135677	08/13/2026	60.00
Pacific Gas and Electric	135666	08/13/2026	55.48
Applied Technology Group Inc.	135617	08/10/2026	55.00
Kern County Auditor-Controller	135691	08/27/2026	50.00
Kern County Auditor-Controller	135692	08/27/2026	50.00
WESCO Distribution Inc.	135843	08/31/2026	46.23
California Water Service Company	135723	08/31/2026	45.84

Kern County Water Agency

Payment Summary by Amount

8/1/2026 - 8/31/2026

Payee Name	Check Number	Check Date	Amount
Stinson's	135676	08/13/2026	44.37
Provost & Pritchard Inc.	135825	08/31/2026	40.20
M & S Security Services Inc.	135810	08/31/2026	40.00
Robinson, Madison	135827	08/31/2026	38.75
David Janes Company	135735	08/31/2026	32.18
AT&T	135711	08/31/2026	29.91
AT&T	135705	08/31/2026	28.75
AT&T	135713	08/31/2026	28.75
Kern County Public Works	135808	08/31/2026	28.43
California Water Service Company	135722	08/31/2026	27.83
AT&T	135706	08/31/2026	24.11
Auto Zone	135635	08/13/2026	22.64
FedEX	135741	08/31/2026	17.90
Home Depot Credit Services	135651	08/13/2026	16.36
Royal Industrial Solutions	135673	08/13/2026	13.96
Pacific Gas and Electric	135662	08/13/2026	9.84
		Total	$ 14,152,234.56

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: September 24, 2026

SUBJECT: Consideration of the Kern County Water Agency Director Travel, Expense and Board Activity Policy

Issue:
Consider adopting the Kern County Water Agency Director Travel, Expense and Board Activity Policy

Recommended Motion:
Adopt Resolution No. 48-26 approving the Kern County Water Agency Director Travel, Expense and Board Activity Policy.

Discussion:
The Kern County Water Agency (Agency) has prepared a Director Travel, Expense and Board Activity Policy (Exhibit A) to establish clear, Board-specific standards for expenses incurred by Directors in connection with official Agency business. The proposed Policy defines the Board activities eligible for reimbursement and establishes requirements for travel, transportation, lodging, meals, incidental expenses, documentation and timely submission of claims. It also identifies expenses that are not reimbursable, requires Directors to provide a brief report following attendance at a Board activity and confirms that reimbursement records are subject to public disclosure as required by law. In addition, the Policy incorporates an Internal Revenue Service accountable plan and a list of approved Board activities. Adoption of the proposed Policy will consolidate these requirements in a single Board-adopted document and support consistent, transparent and accountable administration of Director expenses.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

ADOPTION OF THE KERN	*
COUNTY WATER AGENCY	*
DIRECTOR TRAVEL, EXPENSE	*
BOARD ACTIVITY POLICY	*

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of September, 2026 by the following vote, to wit:

Ayes:

Noes:

Absent:

_____

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

Resolution No. 48-26

WHEREAS, the Board of Directors (Board) of the Kern County Water Agency (Agency) desires to establish clear and consistent standards governing travel, expense reimbursement and Board activities undertaken by Directors in connection with official Agency business; and

WHEREAS, the proposed Director Travel, Expense and Board Activity Policy (Policy) establishes requirements for authorized Board activities, reimbursement of travel and business-related

expenses, documentation and reporting of reimbursable expenditures, and compliance with applicable law; and

WHEREAS, the Policy is intended to promote accountability, transparency and the appropriate use of public funds while providing administrative flexibility for the conduct of Agency business; and

WHEREAS, , the Board has reviewed the proposed Policy and finds that adoption of the Policy is in the best interests of the Agency.

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 to this Resolution is adopted as the Kern County Water Agency Director Travel, Expense and Board Activity Policy, and supersedes any inconsistent provisions regarding Director travel, expense or board activity reimbursement previously contained in administrative policies or practices; and
4. The General Manager, or designee is authorized to administer, interpret and implement the Policy and to establish forms, procedures and guidelines consistent with the Policy and applicable law.

Kern County Water Agency

Director Travel, Expense and Board Activity Policy

I. Purpose and Scope

This Director Expense Reimbursement Policy (Policy) establishes standards for authorizing, documenting and regulating travel, meals, transportation and other expenses incurred by Kern County Water Agency (Agency) Board of Directors (Directors) in connection with official Agency business and Board activities. Expenses may be paid directly or reimbursed when they are actual, necessary, reasonable, adequately documented, serve an Agency purpose and are not prohibited by law. The Policy shall constitute an IRS Accountable Plan, as specified in Exhibit A hereto.

This Policy supports lawful, reasonable and efficient use of public funds while preserving the Agency's administrative flexibility. Expenses may be paid directly or reimbursed when they are actual, necessary, reasonable, adequately documented, serve an Agency purpose and are not prohibited by law or this Policy. Wherever possible, Directors shall use government and group rates offered for travel and lodging.

Expenses not specifically listed in this Policy may be allowed when approved by the proper authority, adequately documented and meeting all the following standards:

- Serve a documented public purpose;
- Are reasonable in amount and related to Agency business;
- Comply with the requirements of this Policy; and
- Are not otherwise prohibited by law.

This Policy shall be administered consistent with applicable California law, including requirements for local agency reimbursement practices, public records, misuse of public resources and gifts of public funds. The General Manager and authorized designees may approve reasonable expenses and address circumstances not expressly described in this Policy when the expense serves an Agency purpose and adequate documentation is maintained.

II. Definitions

A. Board Activity

A Board Activity for which expense reimbursement may be provided under this Policy to an Agency Director shall consist of the following:

1. A "meeting" as defined in subdivision (a) of Government Code Section 54952.2 (the Brown Act);
2. A Board-approved meeting, conference, organized educational activity, seminar or other event as listed on Exhibit B to this Policy, which is incorporated herein by this reference; and

3. Other activities, seminars or events not listed on Exhibit B hereto that deal with substantive issues of importance to the Agency, which may be approved by the General Manager, President of the Board of Directors, or, if time permits, the Board of Directors.

B. Business Meal

A meal incurred or provided for official Agency business that supports a documented Agency purpose and is reasonable under the circumstances. Business meals may occur during travel, meetings, trainings, negotiations, emergency response, interagency coordination or other activities that facilitate Agency business.

Documentation substantiating the expense must be provided for all Business Meals. Documentation shall be maintained in a form approved by the Agency and identify the date, amount, business purpose and attendees or group served, when practicable.

III. Travel, Meal and Expense Reimbursement

A. Directors' Travel

Travel for Directors must be in connection with a Board Activity, as described in Section II(A), above.

B. Transportation and Vehicle Use Expenses

1. Personal Vehicle Use

Directors using a privately owned vehicle for approved Agency business may be reimbursed at the applicable Internal Revenue Service standard mileage rate.

2. Agency Pool Vehicles

Fuel, parking, tolls and other reasonable operating costs incurred in connection with authorized use of an Agency pool vehicle may be paid directly or reimbursed when supported by receipts or other acceptable documentation.

3. Rental Vehicles and Ride-Sharing

Rental vehicles, ride-sharing, taxis, shuttles and reasonable related gratuities are reimbursable when incurred for Agency business, reasonable under the circumstances and properly documented. Rental vehicles should only be used for activities located at least fifty (50) miles from the Headquarters. Vehicle class should be reasonable for the business need.

4. Commercial Air Travel

Economy-class airfare shall be used whenever reasonably feasible. Upgraded airfare may be approved when supported by a documented Agency business need.

5. Parking

At airports, long-term parking is encouraged for travel exceeding 24 hours, subject to time constraints, safety concerns, and inclement weather. At hotels and for other parking, self-parking is encouraged, subject to time constraints, safety concerns, and inclement weather.

6. Communication Expenses

Telephone, facsimile, Internet, overnight, and/or courier expenses incurred in connection with approved Agency business will be reimbursed in accordance with this policy.

C. Lodging, Meals and Incidental Expenses

1. Lodging

The Agency may pay or reimburse actual and necessary lodging expenses for authorized travel at a location that is situated at least fifty (50) miles from the Headquarters. Government, group, conference or comparable rates should be used when available and practical. Higher rates may be approved with a brief business justification.

2. Business Meals During Travel

Actual and necessary meals incurred during authorized travel are reimbursable when reasonable in amount, related to Agency business and supported by itemized receipts or other acceptable documentation. Meal expenses incurred for any person not essential to the Agency business being conducted will not be subject to reimbursement or otherwise allowed. Gratuities are reimbursable when reasonable and customary, generally not to exceed eighteen percent (18%) of the pre-tax meal cost unless circumstances support a different amount.

3. Incidental Expenses

Incidental expenses related to Agency business may be paid or reimbursed when reasonable, necessary and supported by receipts or other acceptable documentation.

4. Unauthorized Expenses

The following expenses are not allowed or reimbursable unless expressly authorized by law and approved by the Board or other authority required by law:

- Alcoholic beverages, tobacco, cannabis products or recreational substances;
- Costs incurred for personal guests or companions who do not contribute to the documented Agency purpose;
- Personal entertainment, recreation, sightseeing or similar personal activities;
- Expenses that are excessive, extravagant or unreasonable under the circumstances; and

- Expenses that provide no identifiable benefit to the Agency or are otherwise prohibited by law or this Policy.

D. Documentation and Timing

Expense claims and supporting documentation should be submitted within thirty (30) days of the expense unless a later submission is approved by the Controller or designee. Documentation must support review for authorization, Agency business purpose, reasonableness and compliance with this Policy. Late claims may be denied if the delay prevents adequate review or compliance.

To support audit readiness and compliance with California Government Code requirements applicable to Director reimbursements, the following additional requirements apply to Directors:

- Expense Report Forms. Director reimbursements shall be requested using Agency expense report forms or other approved documentation.
- Receipts and Documentation. Expense reports shall include receipts or other required documentation sufficient to demonstrate that the expense was actual, necessary, reasonable and incurred in the performance of official Agency duties.
- Policy Exceptions. Expenses outside this Policy or applicable reimbursement rates shall be approved as required by law before the expense is incurred unless an exception is allowed by law.
- Brief Reports to the Board. At the next regular Board of Directors meeting following attendance at a Board Activity, the Director who attended such Board Activity shall provide a brief oral, written or, if multiple Directors attended, joint report on the Director's attendance and the subject matter addressed at the Board Activity.
- Public Records. Documents related to reimbursable Agency expenditures are public records and are subject to disclosure in accordance with the California Public Records Act, unless a lawful exemption applies.

IV. Review and Amendment

The Board of Directors may amend, suspend or rescind this Policy by action taken in a public meeting. Administrative forms, procedures and guidelines used to implement this Policy may be updated by the General Manager or designee as necessary, provided they remain consistent with this Policy and applicable law.

Kern County Water Agency

Director Travel, Expense and Board Activity Policy

EXHIBIT A

INTERNAL REVENUE SERVICE ACCOUNTABLE PLAN

I. General Rules for "Expense Reimbursement" Plans

The primary question regarding an employee reimbursement is whether the payment constitutes additional cash compensation that should be taxed as ordinary salary or wages, or whether it qualifies as a business-related "expense reimbursement" that can be excluded from reportable income.

Under IRS Code, Section 62(c), an arrangement is treated as an "expense reimbursement" if it requires the employee to:

(a) Substantiate the reimbursement, and
(b) Refund any reimbursement in excess of substantiated expenses.

This means that to qualify, a "reimbursement arrangement" must comply with both of the above Code provisions.

If all of the above rules and regulations are met, amounts paid are treated as paid under an "accountable expense reimbursement plan" (See below). If there is any conflict between this document and IRS statutes, regulations, or guidance, they shall prevail over this document.

II. Accountable Expense Reimbursement Plans

Governmental employees often receive reimbursements for a variety of business expenses, including automobile expenses (where employees use their own autos for government business) other travel costs, hotel and motel costs, meals and entertainment, etc. In such cases, the employee may receive reimbursement for actual costs incurred, a per-dem allowance (e.g., a flat rate per day), or a monthly allowance or advance. If the expense reimbursements or allowances are not made in accordance with the IRS rules below, they may be considered "wages" subject to payroll tax withholding.

In order to qualify as an "accountable" plan, the reimbursement must meet the following two requirements:

A. Substantiation Requirement (Per Regulation 1.274-5T):

The governmental agency must require the employee to substantiate expenses incurred. That is, the employee should submit the following for each business-related expense:

1. The amount of the expenditure.

2. The time and place of travel or entertainment.

3. The business purpose of the expenditure.

4. The business relationship to the person entertained, and the individuals' names.

The following documentation should be attached to each expense report (per Regulation 1.274-5 (c)(2)(iii):

1. Receipts, paid bills, etc. for any lodging (hotel bills, etc.) regardless of amount, and

2. Receipts for any "nonlodging" travel or entertainment expenditure of $75.00 or more. (See Regulation 1.274-5(c)(2)(iii)(A)(2), IRS Notice 95-50 and Letter Ruling 200343025).

To ensure compliance and reduce risk of misuse, the Agency requires receipts for all expenses, unless impracticable (e.g., incidental expenses, public transit fares without receipt, etc.) Under these rules, generally, business expenses must be "substantiated" within 60 days after the expense is paid or incurred.

Observation: Because travel and entertainment expenses of government officials and employees can have a very high "political profile," it may be prudent to require documentation on all travel and entertainment expenditures, regardless of amount. The Agency reserves the right to deny expenses that were not approved or do not qualify for reimbursement under the Agency's Employee Reimbursement of Expenses Policy.

B. Requirement to Return Unsubstantiated Advances:

The employee must be required to return to the governmental agency any amount in excess of substantiated expense within a "reasonable period of time." A reasonable period of time depends on the facts and circumstances. Under the regulations, the Treasury has established a "safe harbor" for returning unsubstantiated advances:

- Excess advances must be returned within 120 days after the expense is paid or incurred.
- In the case of allowances or advances, the expense must be incurred (to come under the safe harbor) within 30 days after the allowance or advance is paid to the employee. (Code Sec. 62(c); Reg. 1.62-2(c)(2)(i); Reg. 1.62-2(d)(i); Reg. 1.62-2(e); Reg. 1.62-2(f)).

To the extent amounts are not paid under an "accountable plan" they constitute "wages" and are subject to income and payroll tax withholding when paid. If the government agency established an "accountable plan" but the employee fails to substantiate the expenses or return advances within a reasonable period, only the unsubstantiated or unreturned will be treated as taxable "wages."

Kern County Water Agency
Director Travel, Expense and Board Activity Policy

EXHIBIT B

LIST OF APPROVED BOARD ACTIVITIES

- 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 Agency, 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, 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;
- Travel of More Than Two Hours in a Day Prior to or After Attendance at an Authorized Activity.

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

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 4

FROM: Nick Pavletich

DATE: September 24, 2026

SUBJECT: Consideration of an Amendment to the Records Retention Schedule

Issue:
Consider adopting Resolution No. 49-26 amending the Records Retention Schedule

Recommended Motion:
Adopt Resolution No. 49-26 amending the Records Retention Schedule.

Discussion:
On July 23, 2026, the Board adopted the Kern County Water Agency (Agency) Electronic Records Policy establishing requirements for the management of electronic records and the destruction of original paper records following compliant imaging and storage in an approved trusted electronic records system.

As part of the Agency's ongoing records management and records culling efforts, staff completed a review of the Records Retention Schedule and related records management practices. Following consultation with General Counsel, staff determined that maintaining separate Legal Retention and Operational Retention periods may create unnecessary complexity and confusion regarding the applicable retention requirement. The revised Records Retention Schedule, attached as Exhibit A, replaces the separate retention periods with a single Retention Period for each record series, which establishes the minimum retention requirements applicable to Agency records. Records may be retained beyond the scheduled retention period when warranted by operational, administrative, historical, audit, litigation, public records or other Agency needs. The expiration of a retention period makes a record eligible for destruction but does not require destruction.

The proposed revisions are intended to simplify administration of the schedule, improve consistency in records disposition decisions, and provide a clearer framework for records management activities.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

ADOPTION OF AN *
AMENDMENT TO THE RECORDS *
RETENTION SCHEDULE *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of September, 2026 by the following vote, to wit:

Ayes:

Noes:

Absent:

_____

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

Resolution No. 49-26

WHEREAS, the Kern County Water Agency ("Agency") maintains public records necessary for the conduct of Agency business and compliance with legal, fiscal, administrative, and operational requirements; and

WHEREAS, the Agency has previously adopted a Records Retention Schedule establishing retention periods for Agency records; and

WHEREAS, staff has completed a review of the Records Retention Schedule and related records management practices; and

WHEREAS, General Counsel has advised that maintaining separate Legal Retention and Operational Retention periods may create unnecessary complexity and confusion regarding applicable retention requirements; and

WHEREAS, staff has prepared a revised Records Retention Schedule that consolidates retention requirements into a single Retention Period for each record series while continuing to reflect applicable legal requirements and Agency business needs; and

WHEREAS, the Board finds that adoption of the revised Records Retention Schedule will simplify administration of the Agency's records management program and provide a clear and consistent framework for records retention and disposition.

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 to this Resolution is adopted as the Kern County Water Agency Records Retention Schedule. All prior inconsistent retention schedules are superseded by Exhibit A; and
3. The General Manager, or designee, is authorized to implement and administer the Records Retention Schedule and any administrative procedures necessary to carry out its purposes.

Kern County Water Agency
Records Retention Schedule

EXHIBIT A

Please note: The Retention Schedule applies to all records in the possession of the Kern County Water Agency, regardless of format or media.
Definition of a record for purposes of this Retention Schedule: Information recorded on any medium with the intent to preserve information that reflects the position or official business of the Agency.
The following are not considered records: unexecuted contracts, drafts, notes, duplicates, advertising, and junk mail. Expiration date: September 30, 2031, for review and revision as needed.
Retention Period: The retention periods identified in this schedule represent the minimum period records must be retained. Records may be retained longer when needed for operational, administrative, historical, audit, litigation, public records or other Agency purposes. Eligibility for destruction does not require destruction.

Record Series	Legal Group	Class	Legal Retention	Responsible Area and/or Party
Correspondence - General	0	Short Term	2	General Services / Support Services
Accounting Files	ACC000	Short Term	6	Accounting & Finance / Controller
Accounts Payable	ACC010	Short Term	6	A/P & Finance / Controller
Daily Treasurer's Report	ACC010	Short Term	6	Accounting & Finance / Controller
Inventory Records	ACC010	Short Term	6	Finance / General Services
Petty Cash Records	ACC010	Short Term	6	A/P & Finance / Controller
Purchase Orders	ACC010	Short Term	6	A/P & Finance / Controller
Travel & Expense Records	ACC010	Short Term	6	A/P & Finance / Controller
Accounts Receivable (including Cash Receipts)	ACC020	Short Term	6	A/R & Finance / Controller
Bank Statements	ACC030	Vital	6	Accounting & Finance / Controller
Bank Reconciliations	ACC030	Vital	6	Accounting & Finance / Controller
Bonds	ACC040	Vital	Indefinite	Accounting & Finance / Controller
KCWA Audit Reports	ACC040	Historical, Vital	10	Accounting & Finance / Controller
Non-KCWA Audit Reports (KWBA, Ernst & Young)	ACC070	Vital	2	Accounting & Finance / Controller
Trust Funds	ACC070	Vital	Indefinite	Accounting & Finance / Controller
Budget Files & Work Papers	ACC080	Short Term	Active + 5	Accounting & Finance / Business Services
KCWA Budget Report - Final	ACC080	Vital	Active + 5	Accounting & Finance / Business Services

* Legal Retention Not Specified

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Responsible Area and/or Party
Surplus Sale Records	ACC080	Short Term	Active + 5	Finance / General Services
Property Tax Files	ACC090	Short Term	2	Accounting & Finance / Controller
Tax Records	ACC090	Vital	6	Accounting & Finance / Controller
Non-KCWA Audit Reports (Other)	ACC100	Short Term	2	Accounting & Finance / Controller
Financial Reports (GL, EOM-DTR, JE Spreadsheets)	ACC110	Historical, Vital	6	Accounting & Finance / Controller
Cost Allocations	ACC110	Historical, Vital	6	Accounting & Finance / Controller
Numeric A/R Invoices	ACC110	Vital	6	A/R & Finance / Controller
KCWA Audit Backup Schedules	ACC120	Vital	3	Accounting & Finance / Controller
Fixed Assets	ACC130	Vital	6	Accounting & Finance / Controller
Journal Entry Back-up Documentation	ACC130	Vital	3	Accounting & Finance / Controller
Annual / Biennial Reports	AGE000	Historical	Indefinite	Agency Directors / General Manager
KCWA Meeting Minutes (CVC, UBAC, ID-3)	AGE000	Historical, Vital	2	All Departments
Agency / Board Correspondence	AGE010	Historical, Vital	2	Agency Directors / General Manager
Board Documents	AGE010	Historical, Vital	2	Agency Directors / General Manager
Meeting Minutes - Board of Directors	AGE010	Historical, Vital	2	Agency Directors / General Manager
Legislation Files	AGE020	Historical	Indefinite	Legal Services / General Counsel
Member Units (General)	AGE020	Historical, Vital	Indefinite	Water Resources Operations
Public Information (Agency Press Releases; Public Records Act Requests and Agency Responses)	AGE020	Historical	0*	Public Affairs / General Manager
Computer Resources (Training materials, Manuals, Software Programs)	COM000	Short Term	2	Computer Services / Technical Services
Technology Projects	COM000	Short Term	2	Computer Services / Technical Services

* Legal Retention Not Specified

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Responsible Area and/or Party
Equal Employment / Affirmative Action	EMP000	Vital	Closed + 3	Human Resources
Administration - Benefits Plans	EMP010	Historical, Vital	Closed + 1	Human Resources
Administration - Retirement Plans	EMP020	Historical, Vital	5	Human Resources
Payroll Records / Attendance Reports	EMP030	Historical, Vital	Termination + 3	Human Resources
Personnel Files	EMP030	Historical, Vital	Termination + 4	Human Resources
Timekeeping Records	EMP030	Historical, Vital	Termination + 3	Human Resources
Workers' Compensation	EMP040	Short Term	Closed + 1	Human Resources
Salary Survey	EMP050	Historical, Vital	2	Human Resources
Construction Project Files / Drawings	ENG000	Historical	Current Year + 10	Engineering Services / Operations
Geotechnical Records	ENG000	Vital	Closed + 10	Engineering Services / Operations
Reports & Studies	ENG000	Historical	Current Year + 10	Engineering Services / Operations
Calculations (to the extent not covered by other more specific categories)	ENG010	Vital	2	Engineering Services / Operations
Drawings	ENG010	Historical, Vital	Indefinite	Engineering Services / Operations
Maps	ENG010	Historical, Vital	Indefinite	Engineering Services / Operations
Surveys	ENG010	Historical	Indefinite	Engineering Services / Operations
Underground Utilities	ENG010	Historical, Vital	Indefinite	Engineering Services / Operations
Corrosion Control	ENG020	Historical, Vital	Indefinite	Engineering Services / Operations
Emergency Generators	ENG020	Vital	Indefinite	Engineering Services / Operations
Recording Charts (Stream Gauging)	ENG020	Historical, Vital	Indefinite	Engineering Services / Operations
Work Orders	ENG030	Vital	Current Year + 10	Engineering Services / Operations
Air Quality	ENV000	Short Term	10	Environmental Services Operations

* Legal Retention Not Specified

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Responsible Area and/or Party
Hazardous Materials	ENV010	Short Term	6	Environmental Services Operations
Hazardous Waste	ENV010	Short Term	6	Environmental Services Operations
Environmental Reports	ENV020	Historical, Vital	10	Environmental Services Operations
Environmental Cultural Resources	ENV020	Historical	6	Environmental Services Operations
Telephone Message Books	GEN000	Short Term	2	General Services
Visitor Logs	GEN000	Short Term	2	Security / General Services
Vehicle Operating Records (Maintenance and Repair Records)	GEN010	Short Term	2	General Services
Confined Space Tests	HEA000	Short Term	5	Health & Safety / All Departments
Incident/Accident Records	HEA000	Short Term	5	Risk Management / General Services
Security Records	HEA000	Short Term	2	Security / General Services
Pesticide Records	HEA000	Short Term	5	Engineering Services / Operations
Safety Records / Meetings	HEA000	Short Term	5	Security / General Services
Inspection Reports	HEA010	Historical, Vital	5	Engineering Services / Operations
Emergency Procedures & Disaster Plans	HEA020	Vital	Indefinite	General Services / Support Services
Material Safety Data Sheets	HEA020	Vital	Indefinite	All Departments
Insurance Certificates	INS000	Short Term	Closed + 5	General Services / Support Services
Insurance Policies	INS000	Short Term	Closed + 5	General Services / Support Services
Liability & KCWA Property Losses	INS010	Historical	2	Finance / General Services
Contracts / Agreements / Leases	LEG000	Vital	Expired + 10	Legal Services / General Counsel
Deeds & Easements	LEG010	Historical, Vital	Indefinite	Legal Services / General Counsel
Legal Opinions	LEG010	Vital	Indefinite	Legal Services / General Counsel

* Legal Retention Not Specified

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Responsible Area and/or Party
Notices	LEG010	Historical	2	Legal Services / General Counsel
Real Estate Ownership Files	LEG020	Historical, Vital	Indefinite	Legal Services / General Counsel
Public Records Request	LEG030	Short Term	Closed + 10	Legal Services / General Counsel
Briefs, Appeals, Litigation	LEG040	Historical, Vital	Closed + 10	Agency General Manager / Executive Secretary
Proposals (Legal)	LEG050	Short Term	10	Legal Services / General Counsel
Submittals (Legal)	LEG050	Short Term	10	Legal Services / General Counsel
Permits, Licenses	LEG060	Vital	Expired + 10	Legal Services / General Counsel
Newsletters	LIB000	Historical	2	General Services / Support Services
News Clippings (regarding Agency media articles)	LIB000	Historical	2	General Services / Support Services
Photographs	LIB000	Historical	2	General Services / Support Services
Reference Materials	LIB000	Historical	2	General Services / Records Mgmt.
Equipment Calibration	OPE000	Vital	Closed + 10	Engineering Services / Operations
Equipment Maintenance	OPE000	Vital	Closed + 10	Engineering Services / Operations
Equipment Trouble & Repair	OPE000	Vital	Closed + 10	Engineering Services / Operations
Equipment Use	OPE000	Vital	Closed + 10	Engineering Services / Operations
Energy Usage Files	OPE000	Short Term	Closed + 10	Engineering Services / Operations
Operating Logs	OPE010	Short Term	Current Year + 10	Engineering Services / Operations
Test Records	OPE010	Historical	Current Year + 10	Engineering Services / Operations
Work Reports	OPE010	Short Term	Current Year + 10	Engineering Services / Operations
Operating Manuals	OPE020	Vital	0*	Engineering Services / Operations
Recording Charts (Strip Charts)	OPE020	Short Term	Current Year + 10	Engineering Services / Operations

* Legal Retention Not Specified

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Responsible Area and/or Party
Records Retention Schedules	RIM000	Historical	2	General Services / Records Mgmt.
Records Inventory	RIM010	Historical	2	General Services / Records Mgmt.
Water Resources (SWP, Bay-Delta, Lower Kern, Misc.)	WAT000	Vital	5	Water Resources Operations
Water Delivery Records	WAT000	Vital	5	Water Resources Operations
Pumping Plant Records	WAT010	Historical, Vital	5	Engineering Services / Operations
Chemical Inventory	WAT020	Vital	40	Operations Division / Water Quality
Filtration Plant	WAT030	Vital	Indefinite	Operations Division / Water Quality
Groundwater Storage	WAT030	Vital	Indefinite	Engineering Services / Operations
Underground Storage Tanks	WAT030	Vital	Indefinite	Engineering Services / Operations
Bacteria Analysis	WAT040	Vital	12	Operations Division / Water Quality
Chemical Analysis	WAT040	Vital	12	Operations Division / Water Quality
Laboratory Records / Analysis / Samples	WAT040	Vital	12	Engineering Services / Operations
Water Quality Analysis / Records	WAT040	Vital	12	Engineering Services / Operations
Flood Control Districts (Agency records and correspondence relating to various Flood Control District issues not addressed in other categories)	WAT050	Historical, Vital	2	Engineering Services / Operations
Water Districts (Agency records and correspondence relating to various Water District issues not addressed in other categories)	WAT050	Historical, Vital	2	Engineering Services / Operations
Water Annual Costs & Water Allocation	WAT070	Vital	5	Water Resources Operations
Water Production Payments	WAT070	Historical, Vital	5	Water Resources Operations

* Legal Retention Not Specified

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 5

FROM: Nick Pavletich

DATE: September 24, 2026

SUBJECT: Consideration of the Kern County Water Agency Surplus and Disposal of Personal Property Policy

Issue:
Consider adopting the Kern County Water Agency Surplus and Disposal of Personal Property Policy

Recommended Motion:
Adopt Resolution No. 50-26 approving the Kern County Water Agency Surplus and Disposal of Personal Property Policy.

Discussion:
The Kern County Water Agency (Agency) periodically identifies equipment, materials, supplies and other personal property that are no longer needed, useful or economical to retain. Historically, surplus property not disposed of through routine trash, recycling, e-waste or trade-in processes was presented to the Board for disposition. Staff have prepared a Surplus and Disposal of Personal Property Policy (Policy), attached as Exhibit A, to establish a consistent framework for the classification and disposition of Agency personal property.

The proposed Policy distinguishes among refuse, nominal-value property, administrative surplus property, capital assets and controlled property, allowing approval requirements to be matched to the value, risk and nature of the property. Routine, low-value items may be managed administratively, while capital assets, controlled property and other significant transactions remain subject to Board oversight unless otherwise lawfully delegated. The Policy also authorizes a variety of disposition methods, including reuse, trade-in, exchange, auction, negotiated sale, transfer, recycling and salvage, based on the overall benefit to the Agency.

Adoption of the Policy will provide a single Board-adopted framework for the disposition of Agency personal property, reduce unnecessary Board consideration of routine low-value items, maintain appropriate oversight of significant transactions and authorize the General Manager to implement procedures and controls necessary for administration of the Policy.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

ADOPTION OF THE KERN	*
COUNTY WATER AGENCY	*
SURPLUS AND DISPOSAL OF	*
PERSONAL PROPERTY POLICY	*

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of September, 2026 by the following vote, to wit:

Ayes:

Noes:

Absent:

_____

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

Resolution No. 50-26

WHEREAS, the Kern County Water Agency (Agency) periodically identifies personal property that is no longer needed, useful, or economical to retain; and

WHEREAS, the Agency has historically addressed the disposition of surplus personal property on a case-by-case basis, with most surplus property requiring Board consideration unless disposed of through routine trash, recycling, electronic waste, or trade-in processes; and

WHEREAS, staff has prepared a Surplus and Disposal of Personal Property Policy to establish a consistent framework for the classification, approval and disposition of Agency personal property while maintaining appropriate oversight of significant transactions; and

WHEREAS, the proposed Policy authorizes lawful and efficient disposition methods, establishes approval levels based on the value and nature of the property involved, and provides safeguards to protect Agency assets, information and public resources.

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 to this Resolution is adopted as the Kern County Water Agency Surplus and Disposal of Personal Property Policy and supersedes any inconsistent provisions regarding surplus or disposal of personal property previously contained in administrative policies or practices; and
4. The General Manager, or designee is authorized to administer, interpret and implement the Policy and to establish forms, procedures and guidelines consistent with the Policy and applicable law.

Kern County Water Agency
Surplus and Disposal of Personal Property Policy

The Kern County Water Agency (Agency) periodically identifies personal property that is no longer needed, useful or economical to retain. This Surplus and Disposal of Personal Property Policy (Policy) establishes flexible and accountable methods to reuse, sell, transfer, trade, recycle, donate or dispose of that property while protecting public resources, Agency information and applicable legal requirements.

I. Purpose and Scope

This Policy applies to tangible personal property owned or controlled by the Agency, including vehicles, equipment, machinery, tools, furniture, electronics, supplies, parts, scrap and materials.

This Policy does not apply to:

- Real property or interests in real property,
- Public records or working papers governed by the Agency's records retention requirements or a legal, audit, litigation or Public Records Act hold,
- Hazardous materials, controlled substances, firearms or other regulated property, except where this Policy supplements applicable law,
- Property held in trust, on loan or owned by another party, and
- Property subject to grant, bond, contract, insurance, title, funding-source or other restrictions until those restrictions are satisfied.

II. Definitions

A. Administrative Property

Ordinary office, operational or maintenance property that is not a Capital Asset or Controlled Property.

B. Capital Asset

Property recorded or required to be recorded as a capital asset under the Agency's accounting policies.

C. Controlled Property

Property requiring heightened accountability because it is inventoried, titled, licensed, safety-sensitive, security-sensitive, data-bearing, readily convertible to personal use or otherwise designated by the General Manager or their designee.

D. Disposition

Any sale, auction, trade-in, exchange, return, donation, transfer, recycling, salvage, scrapping, destruction, abandonment or discarding of Agency property.

E. Estimated Net Return

The anticipated proceeds or credit after considering appraisal, advertising, auction, transportation, storage, staff time, removal, environmental and other disposition costs.

F. Nominal-Value Property

Administrative Property with no meaningful resale market or for which the cost of sale or continued handling is expected to equal or exceed proceeds. Examples may include used binders, file folders, miscellaneous office supplies, low-value parts and worn furnishings.

G. Refuse

Property that is broken, contaminated, expired, obsolete, unsafe, incomplete, unusable or uneconomical to repair and has no recoverable sale, trade or parts value.

H. Surplus Property

Property the Agency no longer needs for present or reasonably anticipated Agency use and that retains potential sale, trade, donation, transfer, salvage or other recoverable value.

III. General Requirements

- Agency property shall be retained only while it serves an Agency purpose or is expected to do so.
- Disposition shall be selected based on the Agency's overall benefit, considering Estimated Net Return, operational efficiency, safety, environmental responsibility, information security, legal restrictions and administrative cost. The method producing the highest gross price is not required when another lawful method provides a greater overall benefit to the Agency.
- Property may be aggregated, separated or disposed of in lots when expected to improve efficiency or return.
- No Agency officer, employee or agent may personally take, purchase, receive, reserve, redirect or arrange the disposition of Agency property except through an authorized and impartial process under this Policy.
- Dispositions may not be divided, mislabeled, undervalued or otherwise structured to avoid an approval requirement.
- The Agency may reject any offer, withdraw property, change the disposition method or retain property when determined to be in the Agency's interest.
- All sales and transfers shall be as-is and where-is, without warranty, unless otherwise approved in writing.

IV. Classification and Approval

The owning department must identify property proposed for disposition and provide sufficient information for the authorized approver to determine its classification, restrictions, condition and reasonable disposition method.

A. Refuse

A Department Manager or their designee may authorize the trash, recycling, certified e-waste disposal, destruction or other lawful disposal of Refuse, including Refuse that is a Capital Asset or Controlled Property, without Board approval. The classification and disposition must be documented, and Accounting must be notified so applicable capital asset, inventory, insurance, title and records can be reconciled. Information Technology approval is required before disposing of data-bearing property.

B. Nominal-Value Property

A Department Manager or their designee may authorize the internal reuse, redistribution, recycling or disposal of Nominal-Value Property. Nominal-Value Property may be transferred to another public agency as provided in Section VI. A formal surplus declaration and item-by-item Board approval are not required.

C. Administrative Surplus Property

The General Manager or their designee may approve the disposition of Administrative Surplus Property within authority delegated by the Board of Directors (Board).

D. Capital Assets and Controlled Property

Except for property classified and documented as Refuse under Section IV.A, disposition of a Capital Asset or Controlled Property requires Board approval unless the Board has expressly delegated applicable authority by resolution or other lawful action. Restrictions, title, inventory and security requirements must be reviewed before disposition.

E. Private Donations or Below-Market Transfers

A donation or below-market transfer to a private person or organization requires Board approval, legal review and written findings identifying the legal authority and public purpose served.

V. Disposition Methods

Subject to the approval requirements in this Policy and applicable law, the Agency may use one or more of the following methods without a required order of preference:

- Internal reuse or redistribution within or among Agency departments, facilities, programs or funds,
- Return, warranty, buyback, trade-in or exchange,

- Public auction, online auction, sealed bid, consignment or other competitive sale,
- Negotiated sale when competition is impractical, the market is limited, the property is specialized, disposition costs are disproportionate, prior competitive efforts were unsuccessful or the transaction is otherwise documented as beneficial to the Agency,
- Sale, exchange or transfer to another public agency when authorized by law,
- Salvage, scrap, recycling or destruction,
- Donation as provided in Section VI, and
- Another lawful method approved at the same level otherwise required for the property and supported by a written determination of Agency benefit.

The Agency may establish minimum bids, reserve prices, buyer qualifications, deposits, removal obligations and other terms. The Agency may reject all bids or offers when they are inadequate or disposition is not in the Agency's interest.

VI. Donations and No-Cost Transfers

The Agency may not donate property to a private person or organization merely because the Agency no longer needs it.

- A donation or below-market transfer to a private party requires Board approval, legal review and written findings identifying the legal authority and public purpose served. The Board may impose use restrictions, return rights, indemnification, insurance, release of liability, removal obligations, resale restrictions or other conditions.
- Nominal-Value Property that would otherwise be discarded may be provided to another public agency when approved by the General Manager or their designee and documented as a cost-avoidance or public-agency transfer.
- If the proposed recipient of Nominal-Value Property is a private nonprofit or other private party, Board approval and legal review are required unless legal counsel confirms in writing that a categorical delegation is lawful.
- Nothing in this Policy requires a donation. The Agency may discard or recycle Nominal-Value Property when that method is more efficient or appropriate.

VII. Valuation and Competition

- Valuation must be reasonable in relation to the property and proposed transaction. Acceptable indicators may include original cost and depreciation, condition, comparable sales, vendor or auction estimates, published market information, scrap prices, trade-in quotes, appraisal or prior sale results.
- A formal appraisal is not required unless directed by the Board, General Manager, Finance, legal counsel, a funding restriction or applicable law.

- Competitive disposition is preferred when likely to increase Estimated Net Return, but is not required for Refuse, Nominal-Value Property, trade-ins, exchanges, returns, transfers expressly authorized by law, unsuccessful prior offerings, emergency or safety-related removals or other circumstances supported by a written determination.

VIII. Special Property Requirements

A. Information Technology and Data-Bearing Property

Information Technology must authorize disposition and confirm that Agency data, credentials, access methods, software, licenses and storage media have been removed, destroyed or secured. Sanitization or destruction must be documented when appropriate.

B. Vehicle, Trailers and Titled Property

Title, registration, lien, insurance, tax, release-of-liability and transfer requirements must be completed as applicable.

C. E-waste, Batteries, Chemicals and Regulated Materials

Disposition must comply with applicable environmental, safety, transportation and recycling requirements and use qualified vendors when required.

D. Grant-Funded or Restricted Property

The owning department must obtain required approvals and satisfy return, notice, proceeds or continued-use conditions before disposition.

E. Records and Documents

Paper, electronic media, binders, cabinets and equipment must be checked for Agency records before disposition. Records must be managed under the Agency's records retention requirements and applicable holds, not under this Policy.

F. Property Affixed to Facilities

Staff must determine whether removal, demolition or related work constitutes a public project or otherwise requires contracting, permitting, environmental or safety review.

IX. Documentation and Accounting

Documentation must be proportionate to the value, risk and nature of the disposition. The General Manager or their designee may establish forms, electronic workflows, categorical approvals and documentation standards consistent with this Policy.

- Refuse and routine Nominal-Value Property may be documented by department log, work order, vendor receipt, e-waste certificate, photograph, email approval or comparable record. If the Refuse is a Capital Asset or Controlled Property, the record

must also identify the asset or inventory item and document Accounting's notification for reconciliation.

- Surplus Property records should identify the property, owning department, condition, classification, approval, disposition method, recipient or buyer when applicable, proceeds or credit and date of disposition.
- Net proceeds must be deposited and credited as required by law, funding restrictions and Agency accounting practices.
- Disposition records must be retained under the Agency's adopted records retention schedule.

X. Delegation and Administration

- The Board retains authority over matters reserved to it by law, the Agency Act, resolution or this Policy.
- The General Manager may administer this Policy, designate responsible staff, approve dispositions within delegated authority and issue procedures, forms, standing authorizations and controls necessary to implement it.
- The General Manager may further delegate administrative approvals in writing but may not delegate authority that law or Board action reserves to the Board.
- When classification, authority or method is uncertain, staff must pause the disposition and consult Administrative Operations, Finance or legal counsel, as appropriate.
- The General Manager may impose stricter controls for a category, transaction, funding source or operational risk without amending this Policy.

XI. Ethics and Conflicts

- Agency officials and employees must comply with conflict-of-interest laws and Agency ethics requirements.
- A person who recommends, values, approves, administers or materially influences a disposition may not receive preferential access or treatment and may be excluded from bidding or receiving property when necessary to ensure compliance with applicable law and to protect the integrity of the process.
- Property may not be set aside for or transferred to an Agency employee, official, family member, contractor or related party outside an open and authorized process.

XII. Exception

The Board may approve an exception to this Policy when lawful and in the Agency's interest. The General Manager may approve a procedural exception within delegated authority when necessary to address safety, emergency, security, environmental, space or material cost concerns, provided the exception does not waive a legal requirement or Board-reserved approval. The basis for a material exception must be documented.

XIII. Controlling Authority

If this Policy conflicts with applicable law, the Agency Act, a grant or contract restriction or a later Board action, such other controlling authority shall govern. This Policy may not be interpreted to authorize a gift of public funds or property, disposition of real property, destruction of public records, any transfer that violates a conflict of interest statute or regulation or a transaction beyond the Agency's legal authority.

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 6

FROM: Eric Averett

DATE: September 24, 2026

SUBJECT: Authorization to Execute Amendment No. 1 to the Memorandum of Understanding with the Middle Managers Bargaining Unit

Issue:
Consider adopting Resolution No. 51-26 authorizing the Board President to execute Amendment No. 1 to the Memorandum of Understanding with the Middle Managers Bargaining Unit.

Recommended Motion:
Adopt Resolution No. 51-26 authorizing the Board President to execute Amendment No. 1 to the Memorandum of Understanding with the Middle Managers Bargaining Unit.

Discussion:
A Memorandum of Understanding (MOU) governs certain terms and conditions of employment with the Middle Managers Bargaining Unit (Bargaining Unit). Due to changes in the long-term care insurance market, Kern County Water Agency (Agency) staff proposes replacing the current long-term care insurance benefit with an enhanced group whole life insurance in an amount of at least $70,000 that includes an accelerated death benefit that can be used for long-term care services in the amount of at least $4,200/month for 34 months and an accelerated death benefit for terminal illness of at least $52,500, subject to adjustment by applicable discount rate. All other terms of the MOU are unchanged and will continue in full force and effect through the term of the Amendment. The terms for the Amendment have been approved by the Middle Managers Bargaining Unit.

Resolution No. 51-26 authorizes the Board President to execute Amendment No. 1 to the MOU.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

AMENDMENT NO. 1 TO THE	*
MEMORANDUM OF UNDERSTANDING	*
WITH THE KERN COUNTY WATER	*
AGENCY AND MIDDLE MANAGERS	*
BARGAINING UNIT	*

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of September, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 51-26

WHEREAS, the Kern County Water Agency (Agency) has two bargaining units for negotiation of collective bargaining agreements under the Meyers-Milias-Brown Act, the General Bargaining Unit and the Middle Managers Bargaining Unit, and various individual employees not affiliated with a bargaining unit; and

WHEREAS, the Agency has previously entered into understandings with its Middle Managers Bargaining Unit that have been reflected in a memorandum of understanding and amended from time-to-time since the formation of the bargaining unit; and

WHEREAS, the current agreement with the Middle Managers Bargaining Unit (MMBU) is scheduled to terminate on December 31, 2027; and

WHEREAS, Agency negotiators have recommended, and the Middle Managers Bargaining Unit has approved, the provisions of the amendment to the memorandum of understanding with the MMBU as attached hereto as Exhibit A.

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

1. The foregoing recitals are true and correct.
2. The provisions set forth in Exhibit A, incorporated herein by reference, are approved, and the Board President, upon approval of General Counsel as to legal form, is authorized to execute the attached amendment to the memorandum of understanding with the Middle Managers Bargaining Unit.

Exhibit A

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE KERN COUNTY WATER AGENCY AND THE MIDDLE MANAGERS BARGAINING UNIT

Pursuant to Article I, Section 1(D) of the Memorandum of Understanding between the Kern County Water Agency and the Middle Managers Bargaining Unit, dated May 22, 2025 and effective from January 1, 2025 through and including December 31, 2027 (MOU), Kern County Water Agency (Agency) and the Middle Managers Bargaining Unit (MMBU) hereby amend the MOU to read as follows:

A. Article V – Benefits, Section 4 - Long Term Care Insurance is deleted in its entirety and is replaced by the following:

> "Section 4. Group Whole Life Insurance
>
> In addition to the term group life insurance provided under Section 5, below, the Agency will also provide group whole life insurance in an amount of at least $70,000 that includes an accelerated death benefit that can be used for long term care services in the amount of at least $4,200/month for 34 months and an accelerated death benefit for terminal illness of at least $52,500, subject to adjustment by applicable discount rate."

B. Except as amended by the provisions of Paragraph A, above, the MOU remains unchanged and in full force and effect.

MIDDLE MANAGERS BARGAINING UNIT REPRESENTATIVES	**KERN COUNTY WATER AGENCY**
_____	_____
Steve Yoder, Operations & Maintenance Superintendent	Martin Milobar, Board President

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 7

FROM: David Pieper

DATE: September 24, 2026

SUBJECT: Authorization to Execute Amendment No. 1 to the Kern County Water Agency Agreement for an Engineering Consultant for the Train A Concrete Repairs Project

Issue:
Consider authorizing the Engineering and Groundwater Services Manager to execute Amendment No. 1 to the Kern County Water Agency Agreement for an engineering consultant for the Train A Concrete Repairs Project.

Recommended Motion:
Authorize the Engineering and Groundwater Services Manager to execute Amendment No. 1 to the Kern County Water Agency agreement with AECOM Technical Services, Inc. for engineering services, amending the contract termination term to June 30, 2027, subject to approval of General Counsel as to legal form, as outlined in the September 24, 2026 staff memorandum to the Board of Directors, Agenda Item No. 7.

Discussion:
Kern County Water Agency (Agency) staff recommend executing a time-only contract extension with AECOM Technical Services, Inc. (AECOM) for the Train A Concrete Repairs Project. Additional time is required for AECOM to complete the remaining civil engineering design services, which include finalizing the project design and providing project management and bid support services.

Therefore, Agency staff recommend that the Engineering and Groundwater Services Manager be authorized to execute Amendment No. 1 to the Agreement with AECOM to extend the terms to June 30, 2027. A copy of Amendment No. 1 is provided as Attachment 1.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the September 23, 2026 meeting.

AMENDMENT NO. 1 to
KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Amendment No. 1 is made this 24th day of September, 2026, by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency", and AECOM Technical Services, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Agency and Consultant entered into an agreement for professional services dated January 22, 2026; and

WHEREAS, the Agency continues to require engineering services for the design of the Improvement District No. 4 Henry C. Garnett Water Purification Plant Train A Concrete Repair Project; and

WHEREAS, the Agency and Consultant desire to extend the time for such professional services; and

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

I. Article III. A. of the Agreement with Kern County Water Agency for Professional Consulting Services dated January 22, 2026 is hereby amended to extend the termination date to June 30, 2027.

III. All other provisions of the Kern County Water Agency Agreement for Professional Consulting Services dated January 22, 2026 shall remain in full force and effect.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Amendment No. 1 on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY	CONSULTANT
By: _____	By: _____
James T. Gardiner Engineering and Groundwater Services Manager	Daniel Cronquist AECOM Technical Services, Inc.

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 8

FROM: Eric Averett

DATE: September 24, 2026

SUBJECT: Adoption of a Resolution Amending the Conflict of Interest Code

Issue:
Consideration of a resolution amending the Conflict of Interest Code.

Recommended Motion:
Adopt Resolution No. 52-26 amending the Conflict of Interest Code.

Discussion:
In 1976, the Kern County Water Agency (Agency) adopted a Conflict of Interest Code (Code) by Resolution No. 19-76. Resolution No. 05-09 replaced the existing Code with a standard Code promulgated by the Fair Political Practices Commission (FPPC) which incorporates by reference the FPPC Code and any future amendments thereto.

Resolution No. 52-26 amends Appendix A to the Code, which designates the individuals subject to the Code and their respective disclosure categories. The organization of the Agency has changed with the revision of titles of certain positions and the elimination of certain positions which should be subject to the Code.

If adopted, Agency staff will submit the Code to the Clerk of the Board of Supervisors of the County of Kern for approval by that Board, as required by law.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

ADOPTION OF CONFLICT *
OF INTEREST CODE *

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 thereof this 24th day of September, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 52-26

WHEREAS, the Political Reform Act, Government Code section 81000, *et seq*., requires every state and local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Kern County Water Agency (Agency) has previously adopted a Conflict of Interest Code by Resolution No. 05-09 in January 2009; and

WHEREAS, the Agency has previously adopted Appendix A to the Conflict of Interest Code by Resolution No. 11-20 in April 2020; and

WHEREAS, the Agency has previously adopted Appendix A to the Conflict of Interest Code by Resolution No. 41-22 in September 2022; and

WHEREAS, the Agency has previously adopted Appendix A to the Conflict of Interest Code by Resolution No. 29-24 in September 2024; and

WHEREAS, Government Code section 87306 requires amendments to a public agency's Conflict of Interest Code when changes occur; and

WHEREAS, the organization of the Agency has changed with the revision of titles of certain positions and the elimination of certain positions which should be subject to the Conflict of Interest Code requiring amendment of Appendix A to the Conflict of Interest Code.

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

1. The foregoing recitals are true and correct.

2. The attached Conflict of Interest Code is hereby adopted and incorporated herein by reference.

3. Kern County Water Agency staff is directed to submit the attached Conflict of Interest Code to the Clerk of the Board of Supervisors of the County of Kern for approval by that Board, as required by law.

CONFLICT OF INTEREST CODE FOR

KERN COUNTY WATER AGENCY

The Political Reform Act, Government Code section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes.

The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs., section 18730, which contains the terms of a standard conflict of interest code, which may be incorporated by reference and adopted as the Conflict of Interest Code for a public agency. Therefore, the terms of 2 Cal. Code of Regs., section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members, employees and consultants are designated and disclosure categories are set forth, constitute the conflict of interest code of the Kern County Water Agency.

Designated individuals shall file their statements with the Secretary of the Kern County Water Agency Board of Directors, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Statements for all designated individuals will be retained by the Kern County Water Agency.

Originally Adopted by the Kern County Board of Supervisors February 22, 1977
Kern County Water Agency Revision September 20246

APPENDIX A

TITLE OF KCWA OFFICIAL	TYPE OF BUSINESS ENTITY, INVESTMENT SOURCE OF INCOME, OR REAL PROPERTY DISCLOSABLE
Water Purification Plant Superintendent Operations Supervisor Laboratory Supervisor Maintenance Supervisor	1. Water treatment chemicals 2. Water facility parts, tools and appurtenances 3. Construction and building materials 4. Office equipment and supplies 5. Engineering services 6. Computer hardware and software 7. Water quality testing 8. Safety equipment and instruction materials 9. Motor vehicles, specialty vehicles and parts
Operations and Maintenance Superintendent Operations and Maintenance Supervisor	1. Pesticides 2. Water facility parts, tools and appurtenances 3. Construction and building materials 4. Office equipment and supplies 5. Engineering services 6. Computer hardware and software 7. Safety equipment and instruction materials 8. Petroleum products 9. Motor vehicles, specialty vehicles and parts
Human Resources Manager Human Resources Analyst	1. Insurance companies
IT Coordinator	1. Office equipment and supplies 2. Computer hardware and software 3. Telecommunications services
Appraisal or Right of Way Consultants	1. Real property
Financial Consultants	1. Real property 2. Banks and Savings & Loans

Directors
General Manager
General Counsel
Assistant General Manager
Administrative Operations Manager
Infrastructure & Energy Resources Planner*
~~Bay-Delta Manager~~
Business Manager
Controller
Accountant
Data & Analysis Manager
Engineering & Groundwater Services Manager
Improvement District No. 4 Manager
Asset Manager
Safety, Compliance & Regulatory Affairs Manager
Water Resources Manager
Water Resources Planner IV
~~State Water Project Manager~~
Engineering Consultants
Lobbyists

*Position title subject to change as part of collective bargaining process

1. All of the above
2. Public utilities
3. Audit agreements, contracts or firms
4. Printing or reproduction services

NOTE: This Appendix "A" sets forth those positions which entail the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest, but does not include any unsalaried member of any board or commission which serves a solely advisory function.

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 9

FROM: Maegan Allen

DATE: September 24, 2026

SUBJECT: Authorization to Execute Amendment No. 1 to the Participation Agreement to form a Monitoring Committee for the Kern Fan Monitoring Committee

Issue:
Consider authorizing the General Manager to execute Amendment No. 1 to the Participation Agreement to form a Monitoring Committee for the Kern Fan Monitoring Committee.

Recommended Motion:
Authorize the General Manager to execute Amendment No. 1 to the Participation Agreement to form a Monitoring Committee for the Kern Fan Monitoring Committee, subject to approval of General Counsel as to legal form, as outlined in the September 24, 2026, staff memorandum to the Board of Directors, Agenda Item No. 9.

Discussion:
The Kern Fan area is the site of several groundwater banking projects; each operated under its own Memorandum of Understanding (MOU) among project participants and adjoining entities. Each MOU called for a monitoring committee to oversee the specific activities of its respective project. Rather than establish a separate committee for each MOU, the Participants formed a single Kern Fan Monitoring Committee (KFMC) in 2010 under the Participation Agreement to Form a Monitoring Committee (Agreement), consolidating eligibility, cost allocation and voting procedures into one shared structure.

Amendment No. 1 to the Agreement (Amendment) implements several changes to KFMC governance and administration. The Amendment removes McAllister Ranch Irrigation District as a Participant and updates the participation percentages accordingly. It also eliminates the Treasurer position and designates the Kern County Water Agency (Agency) as the sole fiscal administrator effective July 1, 2025, with the Agency waiving overhead costs. In addition, the Amendment revises the annual budget schedule, requiring the Agency to propose a budget by January 1 and the KFMC to adopt it by January 31 each year. Finally, it makes the retention of an independent groundwater specialist discretionary rather than mandatory.

Agency staff has reviewed the Amendment, incorporated as Attachment 1, and recommends that it be executed. This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the September 23, 2026 meeting.

AMENDMENT NO. 1 to

PARTICIPATION AGREEMENT TO FORM

A MONITORING COMMITTEE

This Amendment No. 1 to the Participation Agreement to Form a Monitoring Committee ("Amendment") is entered into as of __ day of _____, 2026, by and between the undersigned Participants in the Kern Fan Monitoring Committee ("KFMC"), and amends that certain Participation Agreement to Form a Monitoring Committee dated November 29, 2010 ("Agreement").

WITNESSETH:

WHEREAS, the Participants entered into the Agreement to consolidate their respective monitoring committee obligations within a single Kern Fan Monitoring Committee and to establish administrative procedures for the associated memoranda of understanding; and

WHEREAS, Kern County Water Agency ("Agency") presently performs substantial administrative, coordination and fiscal support functions for the KFMC, is willing to continue performing such functions and shall serve as the KFMC's sole fiscal administrator while waiving its overhead costs associated with such services; and

WHEREAS, the Participants desire to eliminate the Treasurer position established under the Agreement, designate the Agency as fiscal administrator, revise the annual budget approval schedule, clarify that an independent groundwater specialist may be retained as needed in the KFMC's discretion rather than on a continuing basis and remove McAllister Ranch Irrigation District as a Participant; and

WHEREAS, Article 8 of the Agreement provides that the Agreement may be amended by unanimous approval of the Participants; and

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the Participants hereto agree as follows:

1. Removal of McAllister Ranch Irrigation District

McAllister Ranch Irrigation District is removed as a Participant in the KFMC. All references to McAllister Ranch Irrigation District in the Agreement and its exhibits are hereby deleted. Revised participation percentages are set forth on Amended Exhibit C attached hereto, subject to the voting requirements set forth in Article 2 of the Agreement.

II. Elimination of Treasurer; Agency as Fiscal Administrator

The Treasurer position established under the Agreement is eliminated and the Agency shall serve as the sole fiscal administrator of the KFMC. Effective July 1, 2025, the Agency shall waive its overhead costs associated with providing fiscal administration services to the KFMC and invoices issued to the KFMC shall reflect only direct program and monitoring costs. In performing such services, the Agency shall act solely in an administrative and fiduciary support capacity and shall have no independent decision-making authority on behalf of the KFMC.

Article 2(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

(b) *The Agency, in its capacity as fiscal administrator, shall prepare an annual operating budget for the forthcoming year and submit the proposed budget to the KFMC on or before January 1 of each year. The KFMC shall review the proposed budget, make such revisions as it deems appropriate and adopt the annual operating budget on or before January 31 of each year.*

Article 2(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

(c) *Following adoption of the annual operating budget, the Agency shall invoice each Participant for its respective share thereof in accordance with the invoicing schedule then in effect. At the end of each year, budgeted costs shall be reconciled against the actual costs incurred by the KFMC and any resulting adjustment to a Participant's payment obligation shall be reflected on the next invoice issued following such reconciliation.*

III. Independent Groundwater Specialist

The reference in Article 2(a) of the Agreement to "the services of an independent groundwater specialist" is hereby revised to read "the services of an independent groundwater specialist, as needed in the KFMC's discretion." Item 3 of Article 7 of the Agreement is hereby revised to read: "Selection and retention of an independent groundwater specialist, as needed in the KFMC's discretion." For the avoidance of doubt, retention of an independent groundwater specialist shall be discretionary and shall not be required on an ongoing basis.

IV. Budget Approval Timing

Notwithstanding anything in the Agreement to the contrary, the KFMC shall adopt the annual operating budget for each year on or before January 31 of such year, consistent with revised Article 2(b) above.

V. Conforming Changes to Article 7

Item 4 of Article 7 of the Agreement (Officers/Terms and Responsibilities) is hereby revised to eliminate the Treasurer position. All other references to the "Treasurer" in the Agreement, including those previously appearing in Article 2(b) and Article 2(c), shall be deemed deleted as a result of this Amendment.

VI. No Other Changes

All other provisions of the Agreement shall remain in full force and effect.

VII. Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed originals for all purposes.

VIII. Effective Date

This Amendment shall become effective upon execution by all Participants in accordance with Article 8 of the Agreement.

IN WITNESS WHEREOF, the Participants have executed this Amendment by their duly authorized representatives as of the dates set forth below.

Belridge Water Storage District

By: _____
Name: Jamie Marquez
Title: Water Resources Manager
Date: 9/10/2026

Berrenda Mesa Water District

By: _____
Name: Jamie Marquez
Title: Water Resources Manager
Date: 9/10/2026

Buena Vista Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Dudley Ridge Water District

By: _____
Name: Jamie Marquez
Title: Water Resources Manager
Date: 9/10/2026

Henry Miller Water District

By: _____
Name: _____
Title: _____
Date: _____

Kern County Water Agency, on behalf of Improvement District No. 4

By: _____
Name: _____
Title: _____
Date: _____

Kern County Water Agency

By: _____
Name: _____
Title: _____
Date: _____

Kern Delta Water District

By: _____
Name: _____
Title: _____
Date: _____

Lost Hills Water District

By: _____
Name: Jamie Marquez
Title: Water Resources Manager
Date: 9/10/2026

North Kern Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Rosedale-Rio Bravo Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Semitropic Water Storage District

By: _____
Name: Jason Gianquinto
Title: General Manager
Date: 10 Sept 2026

Tejon-Castac Water District

By: _____
Name: _____
Title: _____
Date: _____

West Kern Water District

By: _____
Name: _____
Title: _____
Date: _____

Westside Mutual Water Company, LLC

By: _____
Name: _____
Title: _____
Date: _____

Wheeler Ridge-Maricopa Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Westside Mutual Water Company, LLC

By: _____
Name: _____
Title: _____
Date: _____

Wheeler Ridge-Maricopa Water Storage District

By: _____
Name: JOHNSON NICHOLAS
Title: ENGINEERING MANAGER
Date: 9.8.26

Kern Delta Water District

By: _____
Name: _____
Title: _____
Date: _____

Lost Hills Water District

By: _____
Name: _____
Title: _____
Date: _____

North Kern Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Rosedale-Rio Bravo Water Storage District

By: Markus Nygren
Name: _____
Title: Engineer II
Date: June 17th, 2026

Semitropic Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Tejon-Castac Water District

By: _____
Name: _____
Title: _____
Date: _____

West Kern Water District

By: _____
Name: _____
Title: _____
Date: _____

Kern Delta Water District

By: _____
Name: Steven Teglia
Title: General Manager
Date: 8-28-26

Lost Hills Water District

By: _____
Name: _____
Title: _____
Date: _____

North Kern Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Rosedale-Rio Bravo Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Semitropic Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Tejon-Castac Water District

By: _____
Name: _____
Title: _____
Date: _____

West Kern Water District

By: _____
Name: _____
Title: _____
Date: _____

Kern Delta Water District

By: _____
Name: _____
Title: _____
Date: _____

Lost Hills Water District

By: _____
Name: _____
Title: _____
Date: _____

North Kern Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Rosedale-Rio Bravo Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Semitropic Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Tejon-Castac Water District

By: _____
Name: _____
Title: _____
Date: _____

West Kern Water District

By: _____
Name: GREG A. HAMMETT
Title: GENERAL MANAGER
Date: 8.31.26

Kern Delta Water District

By: _____
Name: _____
Title: _____
Date: _____

Lost Hills Water District

By: _____
Name: _____
Title: _____
Date: _____

North Kern Water Storage District

By: _____
Name: DAVID HAMPTON
Title: GENERAL MANAGER
Date: 08/31/26

Rosedale-Rio Bravo Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Semitropic Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Tejon-Castac Water District

By: _____
Name: _____
Title: _____
Date: _____

West Kern Water District

By: _____
Name: _____
Title: _____
Date: _____

Westside Mutual Water Company, LLC

By: _____
Name: Kimberly Brown
Title: Executive Vice President
Date: 8/14/2026

Wheeler Ridge-Maricopa Water Storage District

By: _____
Name: _____
Title: _____
Date: _____

Administrative Operations Committee

Financial Report

Presented to:

KCWA
Board of Directors

August 2026

Prepared by:

Administrative Operations Department

September 24, 2026

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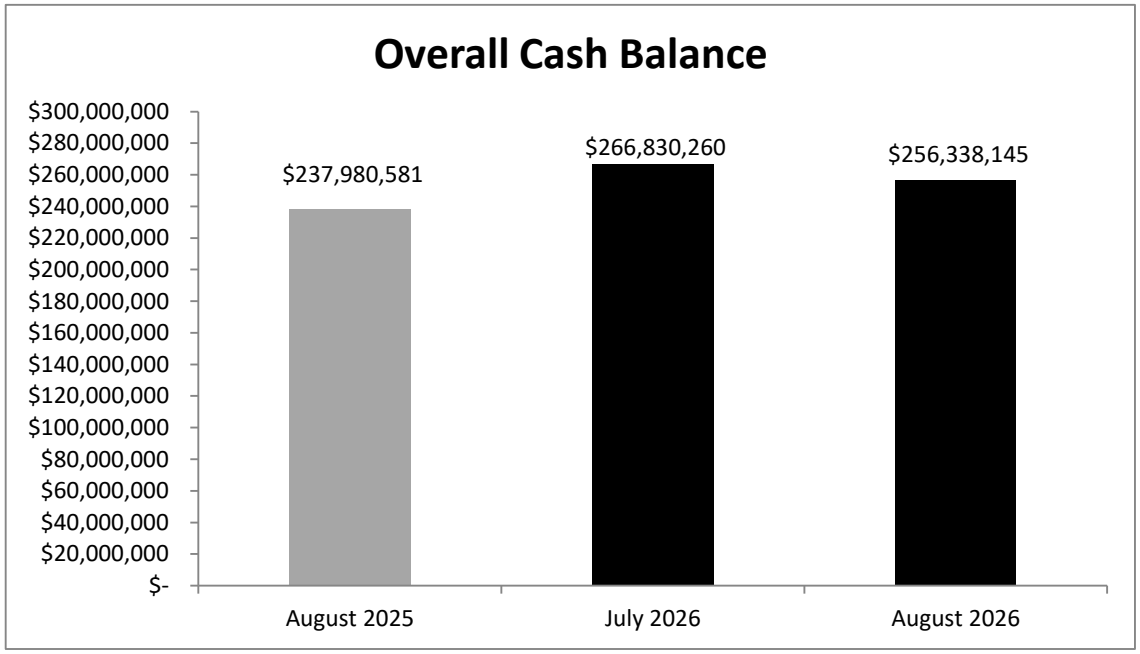
August 31, 2026
Cash Report
(All funds combined)

	August 2025	July 2026	August 2026
Beginning Cash Balance:	$ 252,847,326	$ 280,994,428	$ 266,830,260
Total Cash Receipts:	$ 3,144,431	$ 36,220,600	$ 3,660,120
Total Cash Disbursements:	$ (18,011,176)	$ (50,384,768)	$ (14,152,235)
Ending Cash Balance:	$ 237,980,581	$ 266,830,260	$ 256,338,145



FUND NAME	REGULAR CASH	RESTRICTED CASH	FOOT-NOTE	ADD: ACCOUNTS RECEIVABLE	LESS:LIABILITIES/ ENCUMBRANCES	NET NON-DISCRETIONARY	NET DISCRETIONARY
General Fund	36,600,876	$312,281	**[B]**	$0	$144,429	$0	$36,768,728
State Contract Payment	30,121,879	368,876	**[A]**	196,036	3,243,663	27,443,127	0
Kern Fan Monitoring Comm	(96,244)	0		0	0	(96,244)	0
Kern Water Bank	(57,330)	0		0	1,746	(59,075)	0
Zone of Benefit #7	51,895,472	7,090,303	**[C]**	0	0	58,985,775	0
Zone of Benefit #17	35,702,550	0		0	0	35,702,550	0
Zone of Benefit #18	4,235,415	0		0	0	4,235,415	0
Zone of Benefit #19	31,284,950	0		0	0	31,284,950	0
Western Hills	(875,153)	0		11,163,249	33,137	10,254,959	0
Lower Kern River	1,688,419	0		767,908	33,740	2,422,587	0
Entitlement Retention	(2,264,885)	0		0	0	0	(2,264,885)
Water Management	27,146,906	1,000,000	**[D]**	0	0	1,000,000	27,146,906
Improvement District No. 1	829,820	0		0	0	829,820	0
Improvement District No. 3	(65,369)	0		0	0	0	(65,369)
Improvement District No.4	5,745,461	0		65,531	3,251,797	2,559,194	0
Imp. District No.4 Bonds	6,083,913	0		0	89,185	5,994,728	0
CVC Operations	5,656,677	0		0	0	5,656,677	0
CVC Power	(937,791)	0		0	373,034	(1,310,825)	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	1,829,548	0		0	3,267	1,826,281	0
Pioneer Project	9,653,737	0		(2,943)	786,161	8,864,633	0
Westlands Payback	1,659,894	0		0	0	1,659,894	0
MU Participation in CVC	(400,077)	0		0	245,729	(645,806)	0
Section 125 Plan	9,152	0		0	273	8,879	0
Unallocated Interest	1,157,694	0		0	0	0	1,157,694
TOTAL KCWA CASH	$247,566,685	$8,771,460		$12,189,781	$8,206,161	$197,578,695	$62,743,075

Total	$ 256,338,145

[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

August 31, 2026

	Total	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
State Contract Payment Fund						
Belridge WSD	$19,831.00	$19,831.00	$0.00	$0.00	$0.00	$0.00
Berrenda Mesa WD	$16,142.00	$16,142.00	$0.00	$0.00	$0.00	$0.00
Buena Vista WSD	$23,888.00	$4,088.00	$19,800.00	$0.00	$0.00	$0.00
Cawelo WD	$43,045.00	$7,345.00	$35,700.00	$0.00	$0.00	$0.00
Henry Miller WD	$6,814.00	$6,814.00	$0.00	$0.00	$0.00	$0.00
Kern Delta WD	$4,897.00	$4,897.00	$0.00	$0.00	$0.00	$0.00
Lost Hills WD	$19,441.00	$19,441.00	$0.00	$0.00	$0.00	$0.00
Rosedale-Rio Bravo WSD	$5,712.00	$5,712.00	$0.00	$0.00	$0.00	$0.00
Semitropic WSD	$29,339.00	$29,339.00	$0.00	$0.00	$0.00	$0.00
Tehachapi-Cummings CWD	$3,264.00	$3,264.00	$0.00	$0.00	$0.00	$0.00
Tejon-Castac WD	($19,227.00)	$938.00	$0.00	$0.00	($20,165.00)	$0.00
West Kern WD	$5,141.00	$5,141.00	$0.00	$0.00	$0.00	$0.00
Wheeler Ridge-Maricopa WSD	$37,749.00	$37,749.00	$0.00	$0.00	$0.00	$0.00
State Contract Payment Fund Total:	**$196,036.00**	**$160,701.00**	**$55,500.00**	**$0.00**	**($20,165.00)**	**$0.00**
Western Hills Fund						
Western Hills WD	$11,163,249.00	$0.00	$0.00	$0.00	$865,157.00	$10,298,092.00
Western Hills Fund Total:	**$11,163,249.00**	**$0.00**	**$0.00**	**$0.00**	**$865,157.00**	**$10,298,092.00**
Lower Kern River Fund						
Nickel Family LLC	$767,908.00	$767,908.00	$0.00	$0.00	$0.00	$0.00
Lower Kern River Fund Total:	**$767,908.00**	**$767,908.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Impr. Dist. No. 4 Operations						
North of the River MWD	$65,530.58	$0.00	$65,530.58	$0.00	$0.00	$0.00
Impr. Dist. No. 4 Operations Total:	**$65,530.58**	**$0.00**	**$65,530.58**	**$0.00**	**$0.00**	**$0.00**
Pioneer Project						
Belridge WSD	($2,943.00)	$0.00	($2,943.00)	$0.00	$0.00	$0.00
Pioneer Project Total:	**($2,943.00)**	**$0.00**	**($2,943.00)**	**$0.00**	**$0.00**	**$0.00**
Report Total:	**$12,189,780.58**	**$928,609.00**	**$118,087.58**	**$0.00**	**$844,992.00**	**$10,298,092.00**

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

CONSULTANT	TWO MONTHS ENDED AUGUST 31, 2026												
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
CONSULTING ENGINEERS													
Dee Jaspar & Associates, Inc.	9,945	2,451											12,396
Provost & Pritchard Inc.	-	8,475											8,475
Meyer Civil Engineering Inc.	4,526	2,881											7,407
Soils Engineering Inc.	3,527	-											3,527
SUBTOTAL	17,998	13,807	-	-	-	-	-	-	-	-	-	-	31,805
									.				
AUDIT SERVICES													
Ernst & Young	-	-											-
Daniells Phillips Vaughan & Bock	-	-											-
SUBTOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CONSULTANTS													
The Gualco Group	12,671	12,825											25,496
Northern Digital Inc.	17,174	-											17,174
T.Ravazzini Consulting LLC	15,802	-											15,802
Sarah Clayton	-	14,615											14,615
Providence Strategic Consulting	-	7,566											7,566
Electrical Power Systems Inc.	6,990	-											6,990
Dale Fye dba Developing Solutions LLC	-	6,153											6,153
Hamilton Resource Economics	-	5,130											5,130
Northern Digital Inc.	-	2,040											2,040
Pacific West Sound Inc.	566	-											566
South Valley Biology Consulting	373	-											373
SUBTOTAL	53,576	48,329	-	-	-	-	-	-	-	-	-	-	101,904
TOTAL CONSULTANT FEES	$ 71,574	$ 62,136	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 133,710

Fund 001 General Fund
Aug 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	46,259	245,000	(198,741)	18	46,259	245,000	(198,741)	18	8,480,000	
Reimbursements	313,465	314,100	(635)	99	626,930	628,200	(1,270)	99	3,815,620	16
Interest Income	33,477	0	33,477		6,828	0	6,828		1,400,000	
Other Revenue	2,000	0	2,000		2,000	0	2,000		377,200	
Total Revenues	395,201	559,100	(163,899)	70	682,017	873,200	(191,183)	78	14,072,820	4
Expenditures										
Labor Costs	378,587	362,180	(16,407)	104	798,312	724,310	(74,002)	110	4,651,260	17
Operations	730	125	(605)	584	730	300	(430)	243	6,750	10
Maintenance	36,060	27,983	(8,076)	128	51,532	63,966	12,434	80	384,100	13
Administration	48,085	46,420	(1,665)	103	82,351	253,915	171,564	32	742,770	11
Prof Services	17,038	7,033	(10,004)	242	17,038	486,666	469,628	3	652,200	2
Capital Outlays	2,999	0	(2,999)		2,999	900,000	897,001		975,000	
Other Expenses	27,755	9,820	(17,935)	282	44,113	25,240	(18,873)	174	393,350	11
Total Expenditures	511,254	453,561	(57,692)	112	997,075	2,454,398	1,457,323	40	7,805,430	12
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	(116,049)	105,538	(221,588)	(109)	(315,060)	(1,581,198)	1,266,138	19	(2,066,395)	15

Fund 001 General Fund

Core 01 General Fund Revenues

Aug 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	46,259	245,000	(198,741)	18	46,259	245,000	(198,741)	18	8,480,000	
Reimbursements	313,465	314,100	(635)	99	626,930	628,200	(1,270)	99	3,769,200	16
Interest Income	33,477	0	33,477		6,828	0	6,828		1,400,000	
Other Revenue	0	0	0		0	0	0		377,200	
Total Revenues	393,201	559,100	(165,899)	70	680,017	873,200	(193,183)	77	14,026,400	4
Expenditures										
Administration	0	0	0		0	86,600	86,600		86,600	
Prof Services	513	1,433	920	35	513	2,866	2,353	17	17,200	2
Other Expenses	0	0	0		0	0	0		230,000	
Total Expenditures	513	1,433	920	35	513	89,466	88,953		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	392,687	557,666	(164,979)	70	679,503	783,733	(104,230)	86	5,358,814	12

Fund 001 General Fund
Core 05 Budget & Treasury
Aug 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	6,830	17,720	10,890	38	13,917	35,390	21,473	39	227,800	6
Administration	2,451	2,250	(201)	108	2,451	4,250	1,799	57	13,900	17
Prof Services	6,153	1,249	(4,903)	492	6,153	2,499	(3,653)	246	15,000	41
Other Expenses	0	100	100		10,000	200	(9,800)	5,000	37,200	26
Total Expenditures	15,434	21,319	5,885	72	32,521	42,339	9,818	76	293,900	11
Net After Transfers	(15,434)	(21,319)	5,885	72	(32,519)	(42,339)	9,820	76	(293,899)	11

Fund 001 General Fund
Core 06 Administrative Facilities
Aug 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	6,724	10,520	3,796	63	11,004	21,040	10,036	52	135,580	8
Operations	0	0	0		0	0	0		1,000	
Maintenance	17,883	17,000	(883)	105	22,376	34,000	11,624	65	205,000	10
Administration	1,177	24,650	23,473	4	1,964	36,900	34,936	5	151,400	1
Prof Services	280	250	(30)	112	280	500	220	56	3,000	9
Capital Outlays	0	0	0		0	310,000	310,000		310,000	
Other Expenses	450	0	(450)		450	0	(450)		3,600	12
Total Expenditures	26,514	52,420	25,906	50	36,074	402,440	366,366	8	809,580	4
Net After Transfers	(26,513)	(52,420)	25,906	50	(36,072)	(402,440)	366,367	8	(809,580)	4

Fund 001 General Fund
Core 10 Board Policy
Aug 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	11,824	0	(11,824)		22,929	0	(22,929)		0	
Administration	6,115	0	(6,115)		11,854	0	(11,854)		0	
Total Expenditures	17,939	0	(17,939)		34,783	0	(34,783)		0	
Net After Transfers	(17,939)	0	(17,939)		(34,782)	0	(34,782)		0	

Fund 001 General Fund
Core 11 KCWA Management
Aug 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	16,372	0	(16,372)		44,150	0	(44,150)		0	
Administration	518	0	(518)		518	0	(518)		0	
Prof Services	4,433	0	(4,433)		4,433	0	(4,433)		0	
Total Expenditures	21,323	0	(21,323)		49,101	0	(49,101)		0	
Net After Transfers	(21,322)	0	(21,322)		(49,101)	0	(49,101)		0	

Fund 001 General Fund
Core 14 Non SWP/Non MU Water Mgmt
Aug 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	4,941	18,300	13,359	27	6,402	36,600	30,198	17	235,240	2
Operations	0	0	0		0	50	50		50	
Administration	141	300	159	47	141	18,710	18,569		26,390	
Prof Services	2,779	0	(2,779)		2,779	15,000	12,221	18	15,000	18
Total Expenditures	7,861	18,600	10,739	42	9,322	70,360	61,038	13	276,680	3
Net After Transfers	(7,857)	(18,600)	10,742	42	(9,322)	(70,360)	61,037	13	(276,680)	3

Fund 001 General Fund

Core 52 Operations Group Home Cost Ctr

Aug 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	64,952	0	(64,952)		134,949	0	(134,949)		0	
Operations	730	0	(730)		730	0	(730)		0	
Maintenance	7,797	0	(7,797)		12,773	0	(12,773)		0	
Administration	8,232	0	(8,232)		9,372	0	(9,372)		0	
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	758	0	(758)		758	0	(758)		0	
Total Expenditures	82,469	0	(82,469)		158,582	0	(158,582)		0	
Net After Transfers	(82,470)	0	(82,470)		(158,584)	0	(158,584)		0	

Fund 001 General Fund
Core 85 Water Well Ordinance
Aug 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	145	2,020	1,875	7	508	4,040	3,532	12	26,040	1
Administration	15	0	(15)		15	800	785	1	1,300	1
Total Expenditures	160	2,020	1,860	7	523	4,840	4,317	10	27,340	1
Net After Transfers	(159)	(2,020)	1,860	7	(523)	(4,840)	4,316	10	19,080	(2)

Fund 001 General Fund
Core 86 EGS Home Code
Aug 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	42,667	0	(42,667)		83,469	0	(83,469)		0	
Maintenance	0	0	0		96	0	(96)		0	
Administration	546	0	(546)		546	0	(546)		0	
Total Expenditures	43,213	0	(43,213)		84,111	0	(84,111)		0	
Net After Transfers	(43,213)	0	(43,213)		(84,110)	0	(84,110)		0	

Fund 001 General Fund
Core 87 Groundwater Activities
Aug 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	24,315	35,110	10,795	69	60,120	70,220	10,100	85	449,820	13
Operations	0	0	0		0	0	0		4,000	
Maintenance	0	0	0		0	0	0		3,300	
Administration	241	0	(241)		241	5,290	5,049	4	18,290	1
Prof Services	0	0	0		0	260,000	260,000		260,000	
Other Expenses	66	0	(66)		66	4,400	4,334	1	4,400	1
Total Expenditures	24,622	35,110	10,488	70	60,427	339,910	279,483	17	739,810	8
Net After Transfers	(24,619)	(35,110)	10,490	70	(60,426)	(339,910)	279,483	17	(739,810)	8

Fund 001 General Fund
Core 88 Intertie Activities
Aug 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	200	200		360	400	40	90	2,560	14
Administration	2	0	(2)		2	0	(2)		100	2
Prof Services	0	0	0		0	20,000	20,000		20,000	
Total Expenditures	2	200	198	1	362	20,400	20,038	1	22,660	1
Net After Transfers	(2)	(200)	198	1	(363)	(20,400)	20,036	1	(22,660)	1

Fund 001 General Fund
Core 89 Indian Wells Valley
Aug 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	1,351	5,640	4,289	23	2,486	11,280	8,794	22	74,040	3
Administration	41	0	(41)		41	1,200	1,159	3	3,800	1
Other Expenses	66	0	(66)		66	800	734	8	800	8
Total Expenditures	1,458	5,640	4,182	25	2,593	13,280	10,687	19	78,640	3
Net After Transfers	(1,458)	(5,640)	4,181	25	(2,594)	(13,280)	10,685	19	(78,640)	3

Fund 001 General Fund
Core 93 Risk Management and Safety
Aug 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	24,910	34,500	9,590	72	51,421	69,000	17,579	74	444,180	11
Administration	306	100	(206)	306	306	10,300	9,994	2	19,100	1
Prof Services	0	500	500		0	1,000	1,000		6,000	
Total Expenditures	25,216	35,100	9,884	71	51,727	80,300	28,573	64	469,280	11
Net After Transfers	(25,214)	(35,100)	9,885	71	(51,726)	(80,300)	28,573	64	(469,280)	11

Fund 001 General Fund
Core 94 Human Resources
Aug 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	54,066	76,700	22,634	70	112,741	153,400	40,659	73	986,440	11
Operations	0	125	125		0	250	250		1,500	
Maintenance	243	150	(93)	162	243	300	57	81	1,800	13
Administration	5,305	1,870	(3,435)	283	28,811	4,540	(24,271)	634	67,940	42
Prof Services	960	3,400	2,440	28	960	6,800	5,840	14	56,000	1
Other Expenses	21,548	2,720	(18,828)	792	22,426	5,440	(16,986)	412	32,950	68
Total Expenditures	82,122	84,965	2,843	96	165,181	170,730	5,549	96	1,146,630	14
Net After Transfers	(82,121)	(84,965)	2,843	96	(165,181)	(170,730)	5,548	96	(1,146,630)	14

Fund 001 General Fund
Core 95 Accounting and Finance
Aug 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	63,924	63,310	(614)	100	126,761	126,620	(141)	100	814,280	15
Maintenance	0	5,000	5,000		5,907	5,000	(907)	118	26,000	22
Administration	1,869	200	(1,669)	934	1,869	7,775	5,906	24	39,250	4
Prof Services	0	0	0		0	0	0		80,000	
Capital Outlays	0	0	0		0	5,000	5,000		5,000	
Other Expenses	0	0	0		0	400	400		400	
Total Expenditures	65,793	68,510	2,717	96	134,537	144,795	10,258	92	964,930	13
Net After Transfers	(65,793)	(68,510)	2,716	96	(134,537)	(144,795)	10,257	92	(964,930)	13

Fund 001 General Fund
Core 96 Administrative Grounds Maint
Aug 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	1,624	4,830	3,206	33	3,743	9,660	5,917	38	61,780	6
Maintenance	8,502	5,833	(2,668)	145	8,502	11,666	3,164	72	120,000	7
Administration	33	0	(33)		33	50	17	66	19,900	
Prof Services	0	0	0		0	2,500	2,500		2,500	
Total Expenditures	10,159	10,663	504	95	12,278	23,876	11,598	51	204,180	6
Net After Transfers	(10,159)	(10,663)	503	95	(12,276)	(23,876)	11,600	51	(204,179)	6

Fund 001 General Fund
Core 97 General Support Services
Aug 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	2,000	0	2,000		2,000	0	2,000		0	
Total Revenues	2,000	0	2,000		2,000	0	2,000		0	
Expenditures										
Labor Costs	53,942	93,330	39,388	57	123,352	186,660	63,308	66	1,193,500	10
Operations	0	0	0		0	0	0		200	
Maintenance	1,635	0	(1,635)		1,635	13,000	11,365	12	28,000	5
Administration	21,093	17,050	(4,043)	123	24,187	77,500	53,313	31	294,800	8
Prof Services	1,920	200	(1,720)	960	1,920	175,500	173,580	1	177,500	1
Capital Outlays	2,999	0	(2,999)		2,999	585,000	582,001		660,000	
Other Expenses	4,867	7,000	2,133	69	10,347	14,000	3,653	73	84,000	12
Total Expenditures	86,456	117,580	31,124	73	164,440	1,051,660	887,220	15	2,438,000	6
Net After Transfers	(84,457)	(117,580)	33,122	71	(162,439)	(1,051,660)	889,220	15	(2,438,000)	6

Fund 002 State Contract Payment Fund
Aug 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	0	0		81,134,529	68,668,000	12,466,529	118	218,694,000	37
Reimbursements	160,651	215,500	(54,849)	74	195,851	234,500	(38,649)	83	421,500	46
Interest Income	0	0	0		0	0	0		1,400,000	
Other Revenue	0	0	0		0	0	0		67,500	
Total Revenues	160,651	215,500	(54,849)	74	81,330,380	68,902,500	12,427,880	118	220,583,000	36
Expenditures										
Labor Costs	246,338	323,800	77,462	76	437,085	647,600	210,515	67	4,164,680	10
Wtr Purch & Fees	6,940,181	0	(6,940,181)		50,978,354	68,668,000	17,689,646	74	220,094,000	23
Operations	6,096	0	(6,096)		10,566	0	(10,566)		96,500	10
Maintenance	0	0	0		0	0	0		0	
Administration	84,609	90,510	5,901	93	170,644	2,154,490	1,983,846	7	3,193,900	5
Prof Services	49,870	52,550	2,680	94	49,870	125,850	75,980	39	550,050	9
Capital Outlays	3,583	0	(3,583)		3,583	0	(3,583)		0	
Other Expenses	0	0	0		0	0	0		4,500	
Total Expenditures	7,330,677	466,860	(6,863,817)	1,570	51,650,102	71,595,940	19,945,838	72	228,103,630	22
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	(7,170,027)	(251,360)	(6,918,667)	2,852	29,680,281	(2,693,440)	32,373,721	(1,101)	0	

Fund 002 State Contract Payment Fund

Core 12 Sacramento Office

Aug 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	25	0	(25)		169	0	(169)		0	
Operations	4,470	0	(4,470)		8,940	0	(8,940)		0	
Maintenance	0	0	0		0	0	0		0	
Administration	1,395	0	(1,395)		1,767	0	(1,767)		0	
Total Expenditures	5,890	0	(5,890)		10,876	0	(10,876)		0	
Net After Transfers	(5,890)	0	(5,890)		(10,875)	0	(10,875)		0	

Fund 002 State Contract Payment Fund

Core 16 State Activities

Aug 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	0	0		718,800	0	718,800		0	
Reimbursements	160,701	196,500	(35,799)	81	160,701	196,500	(35,799)	81	196,500	81
Other Revenue	0	0	0		0	0	0		67,500	
Total Revenues	160,701	196,500	(35,799)	81	879,501	196,500	683,001	447	264,000	333
Expenditures										
Labor Costs	77,448	123,830	46,382	62	143,424	247,660	104,236	57	1,593,340	9
Operations	0	0	0		0	0	0		75,000	
Administration	37,230	43,300	6,070	85	72,630	1,416,250	1,343,620	5	1,909,610	3
Prof Services	29,497	37,000	7,503	79	29,497	74,000	44,503	39	340,900	8
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		0	0	0		4,500	
Total Expenditures	144,175	204,130	59,955	70	245,551	1,737,910	1,492,359	14	3,923,350	6
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	16,524	(7,630)	24,154	(216)	633,951	(1,541,410)	2,175,361	(41)	0	

Fund 002 State Contract Payment Fund

Core 17 Local Activities

Aug 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)	( )	35,150	38,000	(2,850)	92	225,000	15
Total Revenues	(50)	19,000	(19,050)	( )	35,150	38,000	(2,850)	92	225,000	15
Expenditures										
Labor Costs	146,458	114,330	(32,128)	128	256,763	228,660	(28,103)	112	1,469,660	17
Operations	1,626	0	(1,626)		1,626	0	(1,626)		1,500	108
Administration	27,606	27,085	(521)	101	59,981	70,590	10,609	84	381,040	15
Prof Services	427	1,900	1,473	22	427	22,550	22,123	1	41,750	1
Capital Outlays	3,583	0	(3,583)		3,583	0	(3,583)		0	
Total Expenditures	179,700	143,315	(36,385)	125	322,380	321,800	(580)	100	1,893,950	17
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	(179,749)	(124,315)	(55,434)	144	(287,229)	(283,800)	(3,429)	101	0	

Fund 002 State Contract Payment Fund

Core 18 Bay-Delta Activities

Aug 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	22,407	85,640	63,233	26	36,729	171,280	134,551	21	1,101,680	3
Operations	0	0	0		0	0	0		20,000	
Administration	18,378	20,125	1,747	91	36,266	667,650	631,384	5	903,250	4
Prof Services	19,946	13,650	(6,296)	146	19,946	29,300	9,354	68	167,400	11
Total Expenditures	60,731	119,415	58,684	50	92,941	868,230	775,289	10	2,192,330	4
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	(60,730)	(119,415)	58,684	50	(92,939)	(868,230)	775,290	10	0	

Fund 002 State Contract Payment Fund

Core 19 State Contract Payment

Aug 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	0	0		80,415,729	68,668,000	11,747,729	117	218,694,000	36
Interest Income	0	0	0		0	0	0		1,400,000	
Total Revenues	0	0	0		80,415,729	68,668,000	11,747,729	117	220,094,000	36
Expenditures										
Wtr Purch & Fees	6,940,181	0	(6,940,181)		50,978,354	68,668,000	17,689,646	74	220,094,000	23
Total Expenditures	6,940,181	0	(6,940,181)		50,978,354	68,668,000	17,689,646	74	220,094,000	23
Net After Transfers	(6,940,181)	0	(6,940,181)		29,437,374	0	29,437,374		0	

Fund 007 Kern Fan Monitoring Committee
Aug 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	1,457	7,800	6,343	18	1,808	15,600	13,792	11	100,550	1
Operations	0	0	0		0	0	0		3,400	
Maintenance	0	0	0		717	0	(717)		0	
Administration	58	0	(58)		58	600	542	9	3,500	1
Capital Outlays	0	0	0		0	100	100		200	
Other Expenses	79	0	(79)		79	960	881	8	960	8
Total Expenditures	1,594	7,800	6,206	20	2,662	17,260	14,598	15	108,610	2
Net After Transfers	(1,593)	(7,800)	6,206	20	(2,662)	(17,260)	14,597	15	1,925	(138)

Fund 008 Kern Water Bank
Aug 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	592,583	(592,583)		1,951,620	
Other Revenue	0	0	0		0	0	0		8,900	
Total Revenues	0	296,291	(296,291)		0	592,583	(592,583)		1,960,520	
Expenditures										
Labor Costs	7,480	9,880	2,400	75	17,422	19,760	2,338	88	125,100	13
Wtr Purch & Fees	0	185,000	185,000		0	370,500	370,500		1,133,600	
Operations	1,626	200	(1,426)	813	1,626	400	(1,226)	406	14,100	11
Maintenance	0	871	871		0	1,743	1,743		13,180	
Administration	9,177	9,108	(68)	100	18,285	18,536	251	98	119,240	15
Prof Services	120	14,750	14,630		120	29,500	29,380		122,500	
Capital Outlays	0	108,000	108,000		0	216,000	216,000		432,000	
Other Expenses	0	0	0		0	0	0		157,869	
Total Expenditures	18,403	327,809	309,406	5	37,453	656,439	618,986	5	2,117,589	1
Net After Transfers	(18,399)	(31,518)	13,118	58	(37,450)	(63,856)	26,406	58	(157,068)	23

Fund 008 Kern Water Bank
Core 81 KWB Recharge Operations
Aug 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	592,583	(592,583)		1,777,750	
Other Revenue	0	0	0		0	0	0		4,450	
Total Revenues	0	296,291	(296,291)		0	592,583	(592,583)		1,782,200	
Expenditures										
Labor Costs	1,037	9,880	8,843	10	2,392	19,760	17,368	12	59,280	4
Wtr Purch & Fees	0	185,000	185,000		0	370,500	370,500		1,111,200	
Operations	0	200	200		0	400	400		6,200	
Maintenance	0	871	871		0	1,743	1,743		6,230	
Administration	4,623	4,554	(68)	101	9,177	9,428	251	97	57,490	15
Prof Services	0	14,750	14,750		0	29,500	29,500		109,000	
Capital Outlays	0	108,000	108,000		0	216,000	216,000		432,000	
Other Expenses	0	0	0		0	0	0		800	
Total Expenditures	5,660	323,255	317,595	1	11,569	647,331	635,762	1	1,782,200	
Net After Transfers	(5,658)	(26,964)	21,305	20	(11,571)	(54,748)	43,176	21	0	(8,265,321

Fund 008 Kern Water Bank

Core 83 Kern Water Bank Recovery

Aug 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	6,443	0	(6,443)		15,030	0	(15,030)		65,820	22
Wtr Purch & Fees	0	0	0		0	0	0		22,400	
Operations	1,626	0	(1,626)		1,626	0	(1,626)		7,900	20
Maintenance	0	0	0		0	0	0		6,950	
Administration	4,554	4,554	0	99	9,108	9,108	0	99	61,750	14
Prof Services	120	0	(120)		120	0	(120)		13,500	
Other Expenses	0	0	0		0	0	0		157,069	
Total Expenditures	12,743	4,554	(8,188)	279	25,884	9,108	(16,775)	284	335,389	7
Net After Transfers	(12,740)	(4,554)	(8,186)	279	(25,878)	(9,108)	(16,770)	284	(157,068)	16

Fund 014 Zone of Benefit No. 7
Aug 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	95,433	0	95,433		95,433	0	95,433		20,303,000	
Interest Income	0	0	0		0	0	0		1,600,000	
Total Revenues	95,433	0	95,433		95,433	0	95,433		21,903,000	
Expenditures										
Wtr Purch & Fees	0	0	0		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	0	0	0		1,330,393	5,322,000	3,991,607	24	17,553,800	7
Net After Transfers	95,433	0	95,433		(1,234,959)	(5,322,000)	4,087,040	23	4,349,200	(28)

Fund 019 Zone of Benefit No. 17
Aug 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	47,762	0	47,762		47,762	0	47,762		16,154,000	
Interest Income	0	0	0		0	0	0		1,400,000	
Total Revenues	47,762	0	47,762		47,762	0	47,762		17,554,000	
Expenditures										
Wtr Purch & Fees	0	0	0		4,417,012	0	(4,417,012)		16,154,000	27
Other Expenses	0	0	0		0	0	0		30,000	
Total Expenditures	0	0	0		4,417,012	0	(4,417,012)		16,184,000	27
Net After Transfers	47,760	0	47,760		(4,369,251)	0	(4,369,251)		1,370,000	(318)

Fund 020 Zone of Benefit No. 18
Aug 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	13,876	10,000	3,876	138	13,876	10,000	3,876	138	1,840,000	
Interest Income	0	0	0		0	0	0		180,000	
Total Revenues	13,876	10,000	3,876	138	13,876	10,000	3,876	138	2,020,000	
Expenditures										
Wtr Purch & Fees	0	0	0		506,417	0	(506,417)		1,840,000	27
Other Expenses	0	0	0		0	0	0		5,000	
Total Expenditures	0	0	0		506,417	0	(506,417)		1,845,000	27
Net After Transfers	13,874	10,000	3,874	138	(492,541)	10,000	(502,541)	(4,925)	175,000	(281)

Fund 021 Zone of Benefit No. 19
Aug 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	36,019	0	36,019		36,019	0	36,019		14,314,000	
Interest Income	0	0	0		0	0	0		1,200,000	
Total Revenues	36,019	0	36,019		36,019	0	36,019		15,514,000	
Expenditures										
Wtr Purch & Fees	0	0	0		3,913,836	0	(3,913,836)		14,314,000	27
Other Expenses	0	0	0		0	0	0		30,000	
Total Expenditures	0	0	0		3,913,836	0	(3,913,836)		14,344,000	27
Net After Transfers	36,020	0	36,020		(3,877,815)	0	(3,877,815)		1,170,000	(331)

Fund 025 Western Hills Fund
Aug 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	0	0		1,022,453	651,700	370,753	156	2,053,650	49
Total Revenues	0	0	0		1,022,453	651,700	370,753	156	2,053,650	49
Expenditures										
Labor Costs	298	3,520	3,222	8	1,490	7,110	5,620	20	45,980	3
Wtr Purch & Fees	0	0	0		148,134	651,700	503,566	22	1,672,250	8
Administration	3,918	3,883	(35)	100	7,801	8,696	895	89	54,930	14
Prof Services	1,440	500	(940)	288	1,440	3,000	1,560	48	11,000	13
Other Expenses	0	0	0		25,383	105,860	80,477	23	381,400	6
Total Expenditures	5,656	7,903	2,247	71	184,248	776,366	592,118	23	2,165,560	8
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	(5,657)	(7,903)	2,245	71	838,203	(124,666)	962,869	(672)	0	

Fund 026 Lower Kern River Fund
Aug 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	767,908	0	767,908		767,908	0	767,908		0	
Reimbursements	0	0	0		428,057	428,056	1	100	856,113	50
Interest Income	0	0	0		0	0	0		32,000	
Other Revenue	0	0	0		0	0	0		1,058,700	
Total Revenues	767,908	0	767,908		1,195,965	428,056	767,909	279	1,946,813	61
Expenditures										
Labor Costs	1,089	4,510	3,421	24	2,285	9,020	6,735	25	57,840	3
Administration	4,939	5,525	586	89	9,839	11,200	1,361	87	67,650	14
Prof Services	10,886	0	(10,886)		10,886	204,925	194,039	5	212,700	5
Other Expenses	3,869	0	(3,869)		19,733	242,150	222,417	8	570,200	3
Total Expenditures	20,783	10,035	(10,748)	207	42,743	467,295	424,552	9	908,390	4
Interfund Transfers										
Transfers In	0	0	0		0	0	0		180,000	
Transfers Out	0	0	0		0	71,350	71,350		1,184,400	
Net Transfers	0	0	0		0	(71,350)	71,350		(1,004,400)	
Net After Transfers	747,125	(10,035)	757,160	(7,445)	1,153,221	(110,589)	1,263,810	(1,042)	34,023	3,389

Fund 027 Entitlement Retention Fund
Aug 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	1,250	1,250		0	2,580	2,580		16,280	
Wtr Purch & Fees	0	0	0		608,294	654,686	46,392	92	1,767,086	34
Administration	603	590	(13)	102	1,195	2,080	885	57	9,300	12
Prof Services	0	0	0		0	1,700	1,700		1,700	
Total Expenditures	603	1,840	1,237	32	609,489	661,046	51,557	92	1,794,366	33
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	(603)	(1,840)	1,237	32	(609,489)	(661,046)	51,557	92	0	

Fund 029 Water Management Fund
Aug 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	33,477	0	33,477		6,828	0	6,828		750,000	
Total Revenues	33,477	0	33,477		6,828	0	6,828		750,000	
Expenditures										
Administration	92	91	(1)	101	184	183	(1)	100	1,100	16
Total Expenditures	92	91	(1)	101	184	183	(1)	100	1,100	16
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	33,384	(91)	33,475	(36,686)	6,643	(183)	6,826	(3,630)	568,900	1

Fund 031 Improvement District No. 1
Aug 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	833	0	833		833	0	833		140,000	
Interest Income	0	0	0		0	0	0		25,000	
Total Revenues	833	0	833		833	0	833		165,000	
Expenditures										
Labor Costs	205	2,140	1,935	9	297	4,280	3,983	6	27,560	1
Administration	1,624	1,609	(15)	100	3,232	3,317	85	97	19,900	16
Prof Services	2,881	0	(2,881)		2,881	40,000	37,119	7	50,000	5
Capital Outlays	0	0	0		0	0	0		200,000	
Other Expenses	0	0	0		0	0	0		1,500	
Total Expenditures	4,710	3,749	(961)	125	6,410	47,597	41,187	13	298,960	2
Net After Transfers	(3,877)	(3,749)	(128)	103	(5,576)	(47,597)	42,020	11	(133,960)	4

Fund 033 Improvement District No. 3
Aug 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	459	0	459		459	0	459		15,900	2
Total Revenues	459	0	459		459	0	459		15,900	2
Expenditures										
Labor Costs	3,811	3,020	(791)	126	3,923	6,410	2,487	61	40,080	9
Administration	3,507	3,783	276	92	6,940	7,266	326	95	44,910	15
Prof Services	0	0	0		0	15,000	15,000		22,000	
Other Expenses	0	0	0		0	0	0		190	
Total Expenditures	7,318	6,803	(515)	107	10,863	28,676	17,813	37	107,180	10
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	(6,859)	(6,803)	(56)	100	(10,405)	(28,676)	18,270	36	0	

Fund 034 Impr. Dist. No. 4 Operations
Aug 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	0	0		7,734,300	7,734,300	0	100	12,890,500	60
User Charges	0	977,739	(977,739)		676,558	2,630,539	(1,953,981)	25	17,737,720	3
Grnd Wtr Charges	0	1,477,200	(1,477,200)		0	1,477,200	(1,477,200)		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	0	2,454,939	(2,454,939)		8,410,858	11,842,039	(3,431,181)	71	33,859,720	24
Expenditures										
Labor Costs	404,926	527,141	122,215	76	825,888	1,054,283	228,395	78	6,757,340	12
Wtr Purch & Fees	1,910,324	262,916	(1,647,407)	726	1,954,537	2,200,844	246,307	88	5,328,900	36
Operations	253,359	243,916	(9,442)	103	324,355	488,333	163,978	66	2,927,500	11
Power	599,736	1,035,031	435,295	57	692,940	2,070,063	1,377,123	33	8,803,380	7
Maintenance	52,722	32,724	(19,997)	161	63,089	362,824	299,735	17	703,000	8
Administration	165,734	190,599	24,865	86	286,816	661,699	374,883	43	2,174,945	13
Prof Services	10,875	11,166	291	97	10,875	488,133	477,258	2	599,800	1
Capital Outlays	21,257	25,875	4,618	82	21,257	3,351,500	3,330,243		3,861,500	
Debt Repayment	0	0	0		0	89,210	89,210		178,410	
Other Expenses	19,753	24,349	4,596	81	36,369	58,099	21,730	62	331,600	10
Total Expenditures	3,438,686	2,353,723	(1,084,962)	146	4,216,126	10,824,992	6,608,866	38	31,666,375	13
Interfund Transfers										
Transfers Out	0	0	0		0	473,585	473,585		789,310	
Net Transfers	0	0	0		0	(473,585)	473,585		(789,310)	
Net After Transfers	(3,438,679)	101,216	(3,539,895)	(3,397)	4,194,730	543,462	3,651,268	771	1,404,037	298

Fund 034 Impr. Dist. No. 4 Operations
Core 42 Maintenance Dept Home Code
Aug 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	32,158	0	(32,158)		68,830	0	(68,830)		0	
Maintenance	3,995	0	(3,995)		5,742	0	(5,742)		0	
Administration	3,049	0	(3,049)		3,535	0	(3,535)		0	
Total Expenditures	39,202	0	(39,202)		78,107	0	(78,107)		0	
Net After Transfers	(39,203)	0	(39,203)		(78,107)	0	(78,107)		0	

Fund 034 Impr. Dist. No. 4 Operations
Core 43 ID#4 Water Sup.- Groundwater
Aug 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	1,205,666	(1,205,666)		10,617,000	
Reimbursements	0	0	0		0	0	0		400,000	
Total Revenues	0	602,833	(602,833)		0	1,205,666	(1,205,666)		11,017,000	
Expenditures										
Labor Costs	3,409	13,591	10,182	25	5,504	27,183	21,679	20	174,640	3
Wtr Purch & Fees	1,742,860	0	(1,742,860)		1,772,640	1,372,020	(400,620)	129	1,621,040	109
Operations	0	83	83		0	166	166		1,000	
Power	2,857	604,083	601,226		2,857	1,208,166	1,205,309		3,632,000	
Maintenance	0	1,666	1,666		0	4,208	4,208		23,500	
Administration	3,529	61,520	57,991	5	6,746	65,116	58,370	10	145,100	4
Capital Outlays	0	0	0		0	0	0		250,000	
Total Expenditures	1,752,655	680,945	(1,071,709)	257	1,787,747	2,676,861	889,114	66	5,847,280	30
Net After Transfers	(1,752,653)	(78,112)	(1,674,540)	2,243	(1,787,743)	(1,471,194)	(316,548)	121	5,169,720	(34)

Fund 034 Impr. Dist. No. 4 Operations
Core 44 Impr. District No. 4 Admin
Aug 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	81,692	56,920	(24,772)	143	165,644	113,840	(51,804)	145	728,980	22
Maintenance	0	0	0		0	0	0		1,800	
Administration	36,238	16,574	(19,663)	218	49,081	54,849	5,768	89	208,850	23
Prof Services	10,875	10,625	(250)	102	10,875	37,250	26,375	29	143,500	7
Capital Outlays	0	0	0		0	1,250	1,250		2,500	
Other Expenses	1,663	2,916	1,253	57	1,663	5,833	4,170	28	51,000	3
Total Expenditures	130,468	87,036	(43,431)	149	227,263	213,023	(14,239)	106	1,136,630	19
Interfund Transfers										
Transfers Out	0	0	0		0	473,585	473,585		789,310	
Net Transfers	0	0	0		0	(473,585)	473,585		(789,310)	
Net After Transfers	(130,466)	(87,036)	(43,429)	149	(227,262)	(686,608)	459,345	33	(1,556,439)	14

Fund 034 Impr. Dist. No. 4 Operations
Core 45 ID#4 Surface Water Supply
Aug 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	4,907	27,010	22,103	18	12,305	54,020	41,715	22	347,560	3
Wtr Purch & Fees	167,454	262,916	95,462	63	181,887	828,824	646,937	21	3,707,860	4
Administration	5,605	5,487	(117)	102	11,005	94,120	83,115	11	155,195	7
Prof Services	0	0	0		0	16,800	16,800		16,800	
Total Expenditures	177,966	295,414	117,448	60	205,197	993,764	788,567	20	4,227,415	4
Net After Transfers	(177,964)	(295,414)	117,449	60	(205,197)	(993,764)	788,567	20	(4,127,414)	4

Fund 034 Impr. Dist. No. 4 Operations
Core 46 Impr. Dist. No. 4 Groundwater
Aug 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	1,477,200	(1,477,200)		0	1,477,200	(1,477,200)		2,462,000	
Total Revenues	0	1,477,200	(1,477,200)		0	1,477,200	(1,477,200)		2,462,000	
Expenditures										
Labor Costs	4,001	19,570	15,569	20	6,887	39,140	32,253	17	251,200	2
Wtr Purch & Fees	10	0	(10)		10	0	(10)		0	
Operations	0	0	0		0	500	500		500	
Power	614	625	11	98	614	1,250	636	49	7,500	8
Maintenance	0	0	0		0	500	500		1,500	
Administration	12,840	5,437	(7,402)	236	17,757	67,254	49,497	26	176,430	10
Prof Services	0	541	541		0	1,083	1,083		6,500	
Other Expenses	0	0	0		0	2,000	2,000		16,000	
Total Expenditures	17,465	26,174	8,709	66	25,268	111,728	86,460	22	459,630	5
Net After Transfers	(17,464)	1,451,025	(1,468,490)	(1)	(25,270)	1,365,471	(1,390,741)	(1)	2,002,370	(1)

Fund 034 Impr. Dist. No. 4 Operations
Core 47 Impr. Dist. No. 4 Treated Watr
Aug 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	0	0		7,734,300	7,734,300	0	100	12,890,500	60
Total Revenues	0	0	0		7,734,300	7,734,300	0	100	12,890,500	60
Expenditures										
Labor Costs	252,441	367,796	115,355	68	525,777	735,593	209,816	71	4,711,300	11
Operations	253,359	242,999	(10,359)	104	324,355	485,999	161,644	66	2,916,000	11
Power	86,380	55,416	(30,963)	155	100,857	110,833	9,976	90	665,000	15
Maintenance	47,394	25,349	(22,044)	186	56,014	280,699	224,685	19	534,200	10
Administration	90,873	88,904	(1,968)	102	173,459	287,148	113,689	60	1,257,390	13
Prof Services	0	0	0		0	309,000	309,000		309,000	
Capital Outlays	11,721	25,875	14,154	45	11,721	2,140,250	2,128,529		2,399,000	
Other Expenses	17,339	18,850	1,511	91	33,955	41,100	7,145	82	229,600	14
Total Expenditures	759,507	825,192	65,685	92	1,226,138	4,390,624	3,164,486	27	13,021,490	9
Net After Transfers	(759,505)	(825,192)	65,686	92	6,508,159	3,343,675	3,164,484	194	(130,989)	(4,968)

Fund 034 Impr. Dist. No. 4 Operations
Core 48 Impr. Dist. No. 4 Distribution
Aug 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	374,906	(374,906)		676,558	1,424,873	(748,315)	47	7,020,720	9
Total Revenues	0	374,906	(374,906)		676,558	1,424,873	(748,315)	47	7,020,720	9
Expenditures										
Labor Costs	26,318	42,253	15,935	62	40,941	84,506	43,565	48	543,660	7
Operations	0	833	833		0	1,666	1,666		10,000	
Power	509,885	374,906	(134,978)	136	588,612	749,813	161,201	78	4,498,880	13
Maintenance	1,333	5,708	4,375	23	1,333	77,416	76,083	1	142,000	
Administration	13,600	12,674	(925)	107	25,233	93,209	67,976	27	231,980	10
Prof Services	0	0	0		0	124,000	124,000		124,000	
Capital Outlays	9,536	0	(9,536)		9,536	1,210,000	1,200,464		1,210,000	
Debt Repayment	0	0	0		0	89,210	89,210		178,410	
Other Expenses	751	2,583	1,832	29	751	9,166	8,415	8	35,000	2
Total Expenditures	561,423	438,959	(122,463)	127	666,406	2,438,989	1,772,583	27	6,973,930	9
Net After Transfers	(561,421)	(64,053)	(497,367)	876	10,152	(1,014,116)	1,024,269	(1)	46,790	21

Fund 036 Impr. Dist. No. 4 Bonds
Aug 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		5,031,462	5,031,460	2	100	8,385,770	60
Interest Income	0	0	0		0	0	0		200,000	
Total Revenues	0	0	0		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	0	0		0	473,585	(473,585)		789,310	
Net Transfers	0	0	0		0	473,585	(473,585)		789,310	
Net After Transfers	0	0	0		5,031,462	5,505,045	(473,583)	91	142,000	3,543

Fund 051 Cross Valley Canal Operations
Aug 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	704,626	(704,626)		1,134,114	3,303,227	(2,169,113)	34	16,453,362	6
Reimbursements	0	0	0		30	0	30		0	
Interest Income	0	0	0		0	0	0		125,300	
Total Revenues	0	704,626	(704,626)		1,134,144	3,303,227	(2,169,083)	34	16,578,662	6
Expenditures										
Labor Costs	106,752	206,823	100,071	51	206,282	413,646	207,364	49	2,647,260	7
Operations	118	9,166	9,048	1	118	18,333	18,215		110,000	
Power	236,017	704,626	468,609	33	269,361	1,409,252	1,139,891	19	8,363,800	3
Maintenance	253	30,126	29,873		253	1,358,251	1,357,998		1,659,500	
Administration	47,338	50,925	3,587	92	93,492	294,260	200,768	31	865,810	10
Prof Services	15,563	0	(15,563)		20,778	2,112,250	2,091,472		2,112,250	
Capital Outlays	0	0	0		0	395,000	395,000		395,000	
Other Expenses	325	583	258	55	325	7,566	7,241	4	153,600	
Total Expenditures	406,366	1,002,249	595,883	40	590,609	6,008,558	5,417,949	9	16,307,220	3
Net After Transfers	(406,363)	(297,623)	(108,740)	136	543,531	(2,705,331)	3,248,862	(20)	271,442	200

Fund 051 Cross Valley Canal Operations
Core 55 Cross Valley Canal Operations
Aug 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		1,116,775	1,893,975	(777,200)	58	7,969,562	14
Reimbursements	0	0	0		30	0	30		0	
Interest Income	0	0	0		0	0	0		100,000	
Total Revenues	0	0	0		1,116,805	1,893,975	(777,170)	58	8,069,562	13
Expenditures										
Labor Costs	106,752	206,823	100,071	51	206,282	413,646	207,364	49	2,647,260	7
Operations	118	9,166	9,048	1	118	18,333	18,215		110,000	
Maintenance	253	30,126	29,873		253	1,358,251	1,357,998		1,659,500	
Administration	47,338	50,925	3,587	92	93,492	294,260	200,768	31	865,810	10
Prof Services	15,563	0	(15,563)		20,778	2,112,250	2,091,472		2,112,250	
Capital Outlays	0	0	0		0	395,000	395,000		395,000	
Other Expenses	325	583	258	55	325	7,566	7,241	4	13,600	2
Total Expenditures	170,349	297,623	127,274	57	321,248	4,599,306	4,278,058	6	7,803,420	4
Net After Transfers	(170,345)	(297,623)	127,277	57	795,553	(2,705,331)	3,500,884	(29)	266,142	298

Fund 051 Cross Valley Canal Operations
Core 56 Cross Valley Canal Power
Aug 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	704,626	(704,626)		17,339	1,409,252	(1,391,913)	1	8,363,800	
Total Revenues	0	704,626	(704,626)		17,339	1,409,252	(1,391,913)	1	8,363,800	
Expenditures										
Power	236,017	704,626	468,609	33	269,361	1,409,252	1,139,891	19	8,363,800	3
Total Expenditures	236,017	704,626	468,609	33	269,361	1,409,252	1,139,891	19	8,363,800	3
Net After Transfers	(236,017)	0	(236,017)		(252,021)	0	(252,021)		0	

Fund 051 Cross Valley Canal Operations
Core 57 Cross Valley Canal Replacement
Aug 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
Aug 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
Aug 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	61,200	(61,200)		183,600	
User Charges	0	41,070	(41,070)		395,800	495,673	(99,873)	79	3,907,610	10
Other Revenue	0	0	0		0	0	0		4,600	
Total Revenues	0	71,670	(71,670)		395,800	556,873	(161,073)	71	4,095,810	9
Expenditures										
Labor Costs	5,401	24,500	19,099	22	6,568	49,000	42,432	13	326,960	2
Wtr Purch & Fees	0	62,670	62,670		0	125,340	125,340		485,460	
Operations	0	250	250		0	500	500		24,500	
Power	512	0	(512)		512	0	(512)		2,281,200	
Maintenance	0	200	200		0	400	400		393,180	
Administration	7,456	7,213	(243)	103	14,556	20,312	5,756	71	103,090	14
Prof Services	2,674	60,000	57,326	4	2,674	62,000	59,326	4	84,000	3
Capital Outlays	0	0	0		0	0	0		150,300	
Other Expenses	20	0	(20)		20	240	220	8	1,598,841	
Total Expenditures	16,063	154,833	138,770	10	24,330	257,792	233,462	9	5,447,531	
Net After Transfers	(16,064)	(83,163)	67,098	19	371,469	299,081	72,387	124	(1,351,721)	(27)

Fund 070 KCWA/BM Banking Program
Core 70 BMWD/KCWA Administration
Aug 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		152,800	219,033	(66,233)	69	328,550	46
Other Revenue	0	0	0		0	0	0		1,530	
Total Revenues	0	0	0		152,800	219,033	(66,233)	69	330,080	46
Expenditures										
Labor Costs	0	2,050	2,050		51	4,100	4,049	1	26,480	
Maintenance	0	0	0		0	0	0		150,000	
Administration	7,294	7,100	(194)	102	14,394	14,485	91	99	86,360	16
Prof Services	0	60,000	60,000		0	62,000	62,000		67,000	
Other Expenses	20	0	(20)		20	240	220	8	240	8
Total Expenditures	7,314	69,150	61,836	10	14,465	80,825	66,360	17	330,080	4
Net After Transfers	(7,313)	(69,150)	61,836	10	138,335	138,208	127	100	(0)	(1,383,353

Fund 070 KCWA/BM Banking Program
Core 71 BMWD/KCWA Recovery
Aug 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		207,550	166,000	41,550	125	3,261,640	6
Other Revenue	0	0	0		0	0	0		1,535	
Total Revenues	0	0	0		207,550	166,000	41,550	125	3,263,175	6
Expenditures										
Labor Costs	1,657	0	(1,657)		2,716	0	(2,716)		165,780	1
Wtr Purch & Fees	0	0	0		0	0	0		109,440	
Operations	0	0	0		0	0	0		23,000	
Power	512	0	(512)		512	0	(512)		2,281,200	
Maintenance	0	0	0		0	0	0		242,180	
Administration	162	100	(62)	162	162	5,800	5,638	2	13,500	1
Prof Services	2,674	0	(2,674)		2,674	0	(2,674)		10,000	26
Capital Outlays	0	0	0		0	0	0		150,300	
Other Expenses	0	0	0		0	0	0		1,598,601	
Total Expenditures	5,005	100	(4,905)	5,005	6,064	5,800	(264)	104	4,594,001	
Net After Transfers	(5,006)	(100)	(4,906)	5,006	201,484	160,200	41,284	125	(1,330,826)	(15)

Fund 070 KCWA/BM Banking Program
Core 72 BMWD/KCWA Recharge
Aug 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	61,200	(61,200)		183,600	
User Charges	0	41,070	(41,070)		35,450	110,640	(75,190)	32	317,420	11
Other Revenue	0	0	0		0	0	0		1,535	
Total Revenues	0	71,670	(71,670)		35,450	171,840	(136,390)	20	502,555	7
Expenditures										
Labor Costs	3,744	22,450	18,706	16	3,801	44,900	41,099	8	134,700	2
Wtr Purch & Fees	0	62,670	62,670		0	125,340	125,340		376,020	
Operations	0	250	250		0	500	500		1,500	
Maintenance	0	200	200		0	400	400		1,000	
Administration	0	13	13		0	27	27		3,230	
Prof Services	0	0	0		0	0	0		7,000	
Total Expenditures	3,744	85,583	81,839	4	3,801	171,167	167,366	2	523,450	
Net After Transfers	(3,743)	(13,913)	10,169	26	31,649	673	30,976	4,702	(20,895)	(151)

Fund 075 Pioneer Project
Aug 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	888,000	(888,000)		1,224,000	
User Charges	0	358,093	(358,093)		3,653,430	3,333,901	319,528	109	13,864,184	26
Reimbursements	0	0	0		0	0	0		0	
Interest Income	0	0	0		0	0	0		307,000	
Other Revenue	0	0	0		0	0	0		17,300	
Total Revenues	0	802,093	(802,093)		3,653,430	4,221,901	(568,471)	86	15,412,484	23
Expenditures										
Labor Costs	50,276	84,020	33,744	59	105,116	168,040	62,924	62	1,173,160	8
Wtr Purch & Fees	0	702,060	702,060		0	1,404,120	1,404,120		2,988,000	
Operations	16,612	109	(16,503)	15,240	16,612	817	(15,795)	2,033	61,900	26
Power	75,538	35,866	(39,671)	210	75,538	71,733	(3,804)	105	3,845,200	1
Maintenance	191	368	177	51	191	80,736	80,545		1,049,160	
Administration	53,278	62,880	9,602	84	105,864	125,063	19,199	84	795,090	13
Prof Services	32,025	213,000	180,975	15	32,025	457,150	425,125	7	873,900	3
Capital Outlays	0	1,299,000	1,299,000		0	1,424,000	1,424,000		3,409,100	
Other Expenses	66	0	(66)		66	0	(66)		6,517,130	
Total Expenditures	227,986	2,397,304	2,169,318	9	335,412	3,731,660	3,396,248	8	20,712,640	1
Net After Transfers	(227,986)	(1,595,211)	1,367,225	14	3,318,019	490,240	2,827,779	676	(5,300,155)	(62)

Fund 075 Pioneer Project
Core 74 Pioneer Recharge - Reserve
Aug 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	56,333	(56,333)		169,000	
Total Revenues	0	28,166	(28,166)		0	56,333	(56,333)		169,000	
Net After Transfers	0	28,166	(28,166)		0	56,333	(56,333)		168,999	

Fund 075 Pioneer Project

Core 75 Pioneer Proj - Administration

Aug 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		681,314	995,802	(314,488)	68	1,493,704	45
Interest Income	0	0	0		0	0	0		307,000	
Other Revenue	0	0	0		0	0	0		5,766	
Total Revenues	0	0	0		681,314	995,802	(314,488)	68	1,806,470	37
Expenditures										
Labor Costs	8,707	18,120	9,413	48	15,909	36,240	20,331	43	233,660	6
Operations	0	109	109		0	717	717		1,900	
Maintenance	0	83	83		0	50,166	50,166		281,000	
Administration	52,753	62,282	9,529	84	105,339	123,866	18,527	85	752,110	14
Prof Services	80	0	(80)		80	10,250	10,170		249,000	
Capital Outlays	0	0	0		0	0	0		288,000	
Other Expenses	66	0	(66)		66	0	(66)		800	8
Total Expenditures	61,606	80,595	18,989	76	121,394	221,240	99,846	54	1,806,470	6
Net After Transfers	(61,605)	(80,595)	18,989	76	559,919	774,562	(214,642)	72	0	373,279,8

Fund 075 Pioneer Project
Core 76 Pioneer Project - Recharge
Aug 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	888,000	(888,000)		1,224,000	
User Charges	0	329,926	(329,926)		289,806	920,853	(631,047)	31	2,633,560	11
Other Revenue	0	0	0		0	0	0		5,767	
Total Revenues	0	773,926	(773,926)		289,806	1,808,853	(1,519,047)	16	3,863,327	7
Expenditures										
Labor Costs	3,678	43,200	39,522	8	6,380	86,400	80,020	7	259,200	2
Wtr Purch & Fees	0	702,060	702,060		0	1,404,120	1,404,120		2,772,360	
Operations	0	0	0		0	0	0		7,200	
Power	3,642	35,866	32,224	10	3,642	71,733	68,091	5	215,200	1
Maintenance	0	285	285		0	30,570	30,570		33,100	
Administration	0	583	583		0	1,167	1,167		10,600	
Prof Services	0	0	0		0	4,000	4,000		15,500	
Capital Outlays	0	0	0		0	0	0		271,000	
Total Expenditures	7,320	781,994	774,674		10,022	1,597,990	1,587,968		3,584,160	
Net After Transfers	(7,319)	(8,068)	748	90	279,785	210,863	68,922	132	279,167	100

Fund 075 Pioneer Project
Core 77 Pioneer Project - Recovery
Aug 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		421,581	0	421,581		6,015,640	7
Other Revenue	0	0	0		0	0	0		5,767	
Total Revenues	0	0	0		421,581	0	421,581		6,021,407	7
Expenditures										
Labor Costs	8,654	0	(8,654)		17,903	0	(17,903)		387,600	4
Wtr Purch & Fees	0	0	0		0	0	0		215,640	
Operations	16,612	0	(16,612)		16,612	0	(16,612)		52,400	31
Power	71,896	0	(71,896)		71,896	0	(71,896)		3,630,000	1
Maintenance	0	0	0		0	0	0		734,060	
Administration	430	0	(430)		430	0	(430)		25,200	1
Prof Services	40	0	(40)		40	0	(40)		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	97,632	0	(97,632)		106,881	0	(106,881)		11,919,730	
Net After Transfers	(97,632)	0	(97,632)		314,700	0	314,700		(5,898,322)	(5)

Fund 075 Pioneer Project
Core 78 Pioneer Project - Development
Aug 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		2,260,729	1,360,912	899,817	166	3,402,280	66
Reimbursements	0	0	0		0	0	0		0	
Total Revenues	0	0	0		2,260,729	1,360,912	899,817	166	3,402,280	66
Expenditures										
Labor Costs	29,237	22,700	(6,537)	128	64,924	45,400	(19,524)	143	292,700	22
Operations	0	0	0		0	100	100		400	
Maintenance	191	0	(191)		191	0	(191)		1,000	19
Administration	95	15	(80)	633	95	30	(65)	316	7,180	1
Prof Services	31,905	213,000	181,095	14	31,905	442,900	410,995	7	550,900	5
Capital Outlays	0	1,299,000	1,299,000		0	1,424,000	1,424,000		2,550,100	
Total Expenditures	61,428	1,534,715	1,473,287	4	97,115	1,912,430	1,815,315	5	3,402,280	2
Net After Transfers	(61,428)	(1,534,715)	1,473,286	4	2,163,613	(551,518)	2,715,131	(392)	0	

Fund 075 Pioneer Project

Core 79 Pioneer Project - Recovery Res

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

State Water Project Policy Committee

MEMORANDUM

20.2.1

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

FROM: Craig Wallace

DATE: September 24, 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.

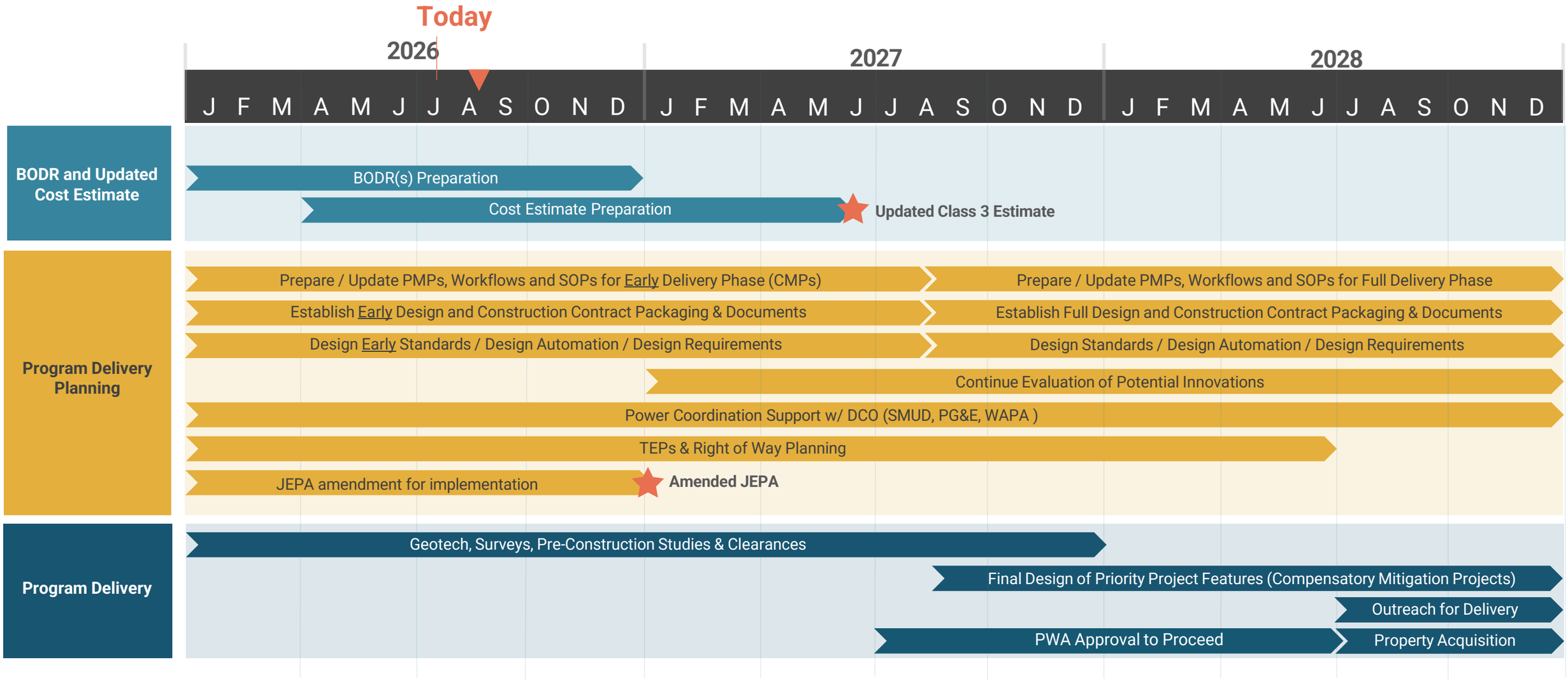
The project schedule is further described in Attachment 1. The U.S. Army Corps of Engineers (USACE) published the Delta Conveyance Project Final Programmatic Environmental Impact Statement (EIS) in the Federal Register on November 21, 2025. Completion of the National Environmental Policy Act process 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) did not meet in September. 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: September 24, 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.
September 11, 2026

AB 35 **(Alvarez D) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedure Act: exemption: program guidelines and selection criteria.**

Current Text: Chaptered: 7/16/2026 html pdf

Last Amend: 6/11/2026

Status: 7/16/2026-Approved by the Governor. Chaptered by Secretary of State - Chapter 89, Statutes of 2026.

Location: 7/16/2026-A. CHAPTERED

Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (act), approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Existing law authorizes certain regulations needed to effectuate or implement programs of the act to be adopted as emergency regulations in accordance with the Administrative Procedure Act, as provided. Existing law requires the emergency regulations to be filed with the Office of Administrative Law and requires the emergency regulations to remain in effect until repealed or amended by the adopting state agency. This bill, notwithstanding the above, would exempt the adoption of regulations needed to effectuate or implement programs of the act from the requirements of the Administrative Procedure Act, as provided. The bill would require a state entity that receives funding to administer a competitive grant program established using the Administrative Procedure Act exemption to do certain things, including, among other things, to develop draft project solicitation and evaluation guidelines, to transmit copies of those guidelines to the fiscal committees and to the appropriate policy committees of the Legislature, to hold a noticed public meeting on those guidelines, and to submit those guidelines to the Secretary of the Natural Resources Agency, except as provided.

ACWA Position	Subject

Support

AB 445 **(Aguiar-Curry D) Alcoholic beverages.**

Current Text: Chaptered: 10/1/2025 html pdf

Last Amend: 9/4/2025

Status: 10/1/2025-Approved by the Governor. Chaptered by Secretary of State - Chapter 153, Statutes of 2025.

Location: 10/1/2025-A. CHAPTERED

Summary: Current law limits the amount of on-sale general licenses that may be issued by the Department of Alcoholic Beverage Control based on the population of the county in which the licensed premises are located. This bill would provide an exception to the limitation of on-sale general licenses described above by authorizing the issuance of up to 10 additional new original on-sale general licenses for bona fide public eating places in the County of Colusa. The bill would specify that a person holding a valid on-sale general license for seasonal business is not prohibited from applying for licenses to be issued pursuant to this authorization. The bill would prohibit transferring the new licenses out of the county or to a premises that does not qualify under these provisions. The bill would also prohibit selling or transferring the new licenses for a price greater than the original fee paid by the seller or transferor.

ACWA Position	Subject
Not Favor	

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

Current Text: Enrolled: 9/4/2026 html pdf

Last Amend: 8/21/2026

Status: 9/4/2026-Enrolled and presented to the Governor at 4 p.m.

Location: 9/4/2026-A. ENROLLED

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. Existing law creates the Timber Regulation and Forest Restoration Fund (Timber Fund) in the State Treasury and imposes an assessment on the purchase of a lumber product or an engineered wood product for storage, use, or other consumption in this state, at the rate of 1% of the sales price, for deposit into the Timber Fund. Existing law requires that moneys deposited in the Timber Fund, upon appropriation by the Legislature, only be expended for specified purposes, including, among other things, as a loan to the Department of Fish and Wildlife for activities to address environmental damage

occurring on forest lands resulting from marijuana cultivation. Existing law specifies the funding priorities of the Timber Fund. This bill would, upon appropriation by the Legislature, make moneys from the Timber Fund or from the Greenhouse Gas Reduction Fund available to the state board to establish and implement 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.

ACWA Position	Subject
Favor	

AB 929 **(Connolly D) Abandoned endowment care cemeteries: County of Marin.**

Current Text: Enrolled: 9/9/2026 html pdf

Last Amend: 8/26/2026

Status: 9/9/2026-Enrolled and presented to the Governor at 1 p.m.

Location: 9/9/2026-A. ENROLLED

Summary: Would, if the County of Marin acquires title to the Mount Tamalpais Mortuary and Cemetery pursuant to specified provisions, authorize the county to transfer its ownership, care, and management to a California nonprofit organization in good standing or a cemetery authority, as specified. The bill would provide that a successor that acquires ownership of, or assumes responsibility for the care and management of, the Mount Tamalpais Mortuary and Cemetery is not liable for any debts, obligations, taxes, fines, judgments, or recordkeeping failures of a prior owner or cemetery authority arising before the date the successor acquires ownership or assumes responsibility for the Mount Tamalpais Mortuary and Cemetery. The bill would repeal these provisions on January 1, 2029.

ACWA Position	Subject
Oppose	

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

Current Text: Enrolled: 9/10/2026 html pdf

Last Amend: 8/27/2026

Status: 9/10/2026-Enrolled and presented to the Governor at 3 p.m.

Location: 9/10/2026-A. ENROLLED

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. Existing law, the California Public Records Act, requires each state and local agency, as defined, to make its records open to public inspection at all times during office hours, except as specifically exempted from disclosure by law. The act specifically exempts from disclosure records that are exempted or prohibited from disclosure by federal or state law and lists records subject to that exemption, specifying that the listed exemptions are not inclusive of all exemptions under the act. This bill, the California Indian Freedom Act of 2026, would, commencing January 1, 2028, 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, except as necessary to protect public safety and security, 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.

ACWA Position	Subject
Oppose Unless Amended	

AB 1894 **(Rubio, Blanca D) Fish and wildlife: invasive mussels: imported water.**
Current Text: Enrolled: 8/27/2026 html pdf
Last Amend: 5/28/2026
Status: 8/27/2026-Enrolled and presented to the Governor at 4 p.m.
Location: 8/27/2026-A. ENROLLED
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
Favor	

AB 1997 **(Lee D) Land use: housing development approvals: timelines and processes.**
Current Text: Enrolled: 8/31/2026 html pdf
Last Amend: 6/18/2026
Status: 8/31/2026-Enrolled and presented to the Governor at 4 p.m.
Location: 8/31/2026-A. ENROLLED
Summary: 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.

ACWA Position	Subject
Watch	

AB 2032 **(Ransom D) Fish and wildlife: invasive mussels: golden mussels.**
Current Text: Enrolled: 9/10/2026 html pdf
Last Amend: 8/13/2026
Status: 9/10/2026-Enrolled and presented to the Governor at 3 p.m.
Location: 9/10/2026-A. ENROLLED
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 (department) 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. This bill would exempt from the requirement to obtain a restricted species permit for invasive mussels a public or private agency that operates a water supply system and has submitted a control plan to the department for maintenance, operational, and research activities within the water supply system, as

specified.

ACWA Position	Subject
Favor	

AB 2125 **(Bennett D) Groundwater basin adjudication: notice.**

Current Text: Chaptered: 8/27/2026 html pdf

Last Amend: 3/25/2026

Status: 8/27/2026-Approved by the Governor. Chaptered by Secretary of State - Chapter 138, Statutes of 2026.

Location: 8/27/2026-A. CHAPTERED

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: Enrolled: 8/25/2026 html pdf

Last Amend: 5/22/2026

Status: 8/25/2026-Enrolled and presented to the Governor at 4 p.m.

Location: 8/25/2026-A. ENROLLED

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

Current Text: Enrolled: 9/3/2026 html pdf

Last Amend: 7/2/2026

Status: 9/3/2026-Enrolled and presented to the Governor at 4 p.m.

Location: 9/3/2026-A. ENROLLED

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

Current Text: Enrolled: 9/4/2026 html pdf

Last Amend: 8/27/2026

Status: 8/31/2026-Senate amendments concurred in. To Engrossing and Enrolling. (Ayes 61. Noes 12.).

Location: 9/1/2026-A. ENROLLMENT

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 and a water supply 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 applicable water supplier. The bill would provide that this provision is severable.

ACWA Position	Subject
Watch/Amend	

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

Current Text: Enrolled: 8/28/2026 html pdf

Last Amend: 4/27/2026

Status: 8/28/2026-Enrolled and presented to the Governor at 3:30 p.m.

Location: 8/28/2026-A. ENROLLED

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: Enrolled: 9/4/2026 html pdf

Last Amend: 8/21/2026

Status: 9/4/2026-Enrolled and presented to the Governor at 4 p.m.

Location: 9/4/2026-A. ENROLLED

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. By expanding the crime of perjury, the bill would impose a state-mandated local program. The bill would define terms for purposes of these provisions. This bill contains other related provisions and other existing laws.

ACWA Position	Subject
Neutral	

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

Current Text: Enrolled: 9/4/2026 html pdf

Last Amend: 6/11/2026

Status: 9/4/2026-Enrolled and presented to the Governor at 4 p.m.

Location: 9/4/2026-A. ENROLLED

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: Enrolled: 9/10/2026 html pdf

Last Amend: 8/21/2026

Status: 9/10/2026-Enrolled and presented to the Governor at 3 p.m.

Location: 9/10/2026-A. ENROLLED

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. 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. The bill would designate the Treasurer as trustee of the trust, as specified, and would require the trustee, among other things, to hold, manage, and invest the principal of the trust with the obligation of providing a growing perpetual source of annual funding to the Water Rate Assistance Fund, administered by the state board, and the Community Water Affordability Assistance Fund, administered by the department, beginning 25 years after the Legislature transfers funding from the General Fund to the Water Affordability and System Stabilization Fund. This bill contains other related provisions and other existing laws.

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: Enrolled: 8/31/2026 html pdf

Last Amend: 8/17/2026

Status: 8/31/2026-Enrolled and presented to the Governor at 4 p.m.

Location: 8/31/2026-A. ENROLLED

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: Enrolled: 9/2/2026 html pdf
Last Amend: 7/2/2026
Status: 9/2/2026-Enrolled and presented to the Governor at 3 p.m.
Location: 9/2/2026-S. ENROLLED
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 599 **(Caballero D) Atmospheric rivers: research: forecasting methods: experimental tools.**
Current Text: Enrolled: 8/27/2026 html pdf
Last Amend: 4/24/2025
Status: 8/27/2026-Enrolled and presented to the Governor at 4:30 p.m.
Location: 8/27/2026-S. ENROLLED
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 872 **(McNerney D) Delta Levees and Canal Subsidence Fund.**
Current Text: Enrolled: 8/27/2026 html pdf
Last Amend: 8/13/2026
Status: 8/27/2026-Enrolled and presented to the Governor at 4:30 p.m.
Location: 8/27/2026-S. ENROLLED
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 952 **(Laird D) State Water Project: renewable energy resources and zero-carbon resources.**

Current Text: Chaptered: 8/31/2026 html pdf

Last Amend: 8/6/2026

Status: 8/31/2026-Approved by the Governor. Chaptered by Secretary of State. Chapter 175, Statutes of 2026.

Location: 8/31/2026-S. CHAPTERED

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: Enrolled: 8/31/2026 html pdf

Last Amend: 8/17/2026

Status: 8/31/2026-Enrolled and presented to the Governor at 6 p.m.

Location: 8/31/2026-S. ENROLLED

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
Watch	

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

Current Text: Chaptered: 8/31/2026 html pdf

Last Amend: 6/23/2026

Status: 8/31/2026-Approved by the Governor. Chaptered by Secretary of State. Chapter 176, Statutes of 2026.

Location: 8/31/2026-S. CHAPTERED

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: Enrolled: 9/3/2026 html pdf

Last Amend: 8/19/2026

Status: 9/3/2026-Enrolled and presented to the Governor at 3 p.m.

Location: 9/3/2026-S. ENROLLED

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 Position	Subject
Favor	

SB 1125 **(Menjivar D) Water Rate Assistance Program.**

Current Text: Enrolled: 8/31/2026 html pdf

Last Amend: 8/19/2026

Status: 8/31/2026-Enrolled and presented to the Governor at 6 p.m.

Location: 8/31/2026-S. ENROLLED

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 would establish 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.

ACWA Position	Subject
Support	

SB 1139 **(Laird D) Monterey Peninsula Water Management District: nonfunctional turf: noncompliance and enforcement.**

Current Text: Chaptered: 7/13/2026 html pdf

Last Amend: 3/23/2026

Status: 7/13/2026-Approved by the Governor. Chaptered by Secretary of State. Chapter 88, Statutes of 2026.

Location: 7/13/2026-S. CHAPTERED

Summary: The Monterey Peninsula Water Management District Law establishes the Monterey Peninsula Water Management District. The act authorizes the district to, among other things, prohibit the use of district water during an emergency caused by drought, or other threatened or existing water shortage, for specific uses that the district finds to be nonessential. Existing law prohibits the use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities, as specified. Existing law requires a person or entity to be subject to civil liability or penalties by the

State Water Resources Control Board, as prescribed, or to civil liability and penalties imposed by an urban water supplier, pursuant to a locally adopted ordinance or policy. Existing law authorizes a public water system, city, county, or city and county to enforce the provisions relating to the prohibition, as specified. This bill would require a person or entity to be subject to civil liability or penalties imposed by the Monterey Peninsula Water Management District pursuant to a locally adopted ordinance or policy.

ACWA Position	Subject
Favor	

SB 1153 **(Caballero D) Disaster preparedness: urban retail water suppliers and public water systems: wildfire.**

Current Text: Enrolled: 9/8/2026 html pdf

Last Amend: 8/17/2026

Location: 9/8/2026-S. ENROLLED

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 3,300 or more persons and 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. Because violation of these requirements by certain urban retail water suppliers would constitute a misdemeanor, the bill would expand the scope of a crime, thereby imposing a state-mandated local program.

ACWA Position	Subject
Support/Sponsor	

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

Current Text: Enrolled: 8/28/2026 html pdf

Last Amend: 8/13/2026

Status: 8/28/2026-Enrolled and presented to the Governor at 4 p.m.

Location: 8/28/2026-S. ENROLLED

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	

SB 1330 **(Arreguín D) Assault and battery: utility workers.**
Current Text: Enrolled: 9/9/2026 html pdf
Last Amend: 5/14/2026
Status: 9/9/2026-Enrolled and presented to the Governor at 2 p.m.
Location: 9/9/2026-S. ENROLLED
Summary: Existing law defines an assault as an unlawful attempt, coupled with present ability, to commit a violent injury upon the person of another. Existing law defines a battery as any willful and unlawful use of force or violence upon the person of another. Under existing law, an assault or battery committed against specified professionals engaged in the performance of their duties, including peace officers, firefighters, and emergency medical personnel, is punishable by imprisonment in a county jail not exceeding one year, by a fine not exceeding $2,000, or by both that fine and imprisonment. This bill would make an assault or battery committed against a utility worker, as defined, who is engaged in the performance of their duties punishable by imprisonment in a county jail not exceeding one year, by a fine not exceeding $2,000, or by both that fine and imprisonment.

ACWA Position	Subject
Favor	

SB 1417 **(Pérez D) Mutual water companies: assessments and water charges: notice.**
Current Text: Enrolled: 8/30/2026 html pdf
Last Amend: 8/18/2026
Location: 8/30/2026-S. ENROLLED
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
Watch	

SB 1425 **(Cortese D) High-Speed Rail Authority: property: operating right-of-way.**
Current Text: Enrolled: 8/31/2026 html pdf
Last Amend: 8/21/2026
Status: 8/31/2026-Enrolled and presented to the Governor at 6 p.m.

Location: 8/31/2026-S. ENROLLED

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. The bill would require all moneys, including moneys from permit fees and civil penalties, collected pursuant to its provisions to be deposited into the High-Speed Rail Property Fund, except for the award of any reasonable attorney's fees and costs provided to the recovering agency to recoup the cost of litigation, as provided.

ACWA Position	Subject
Not Favor	

MEMORANDUM

20.2.1

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

FROM: Craig Wallace

DATE: September 24, 2026

SUBJECT: Report on the State Water Contractors Board Meeting

Issue:
Report on September 17, 2026 regular meeting of the State Water Contractors Board of Directors.

Recommended Motion:
None – information only.

Discussion:
The agenda and action items for the September 17, 2026 regular meeting of the State Water Contractors Board of Directors is provided as Attachment 1.

Attachment 1

Agenda Item 1

STATE WATER CONTRACTORS
BOARD OF DIRECTORS MEETING
September 17, 2026
9:15 a.m.

In-Person Attendance:
Delta Conveyance Design and Construction Authority
980 9th Street (1st floor), Sacramento

Join Zoom Meeting:
https://zoom.us/j/95664742716?pwd=eMZbLdPOiTcEGujhRGv3BN1WPkTJKT.1
Meeting ID: 956 6474 2716
Passcode: 368358

Via Teleconference:
One Tap Mobile: +16694449171,,95664742716#,,,,*368358#

AGENDA

1) **REVISIONS TO AGENDA** **9:15**

2) **CONSENT CALENDAR** **9:20**

3) **INFRASTRUCTURE OBJECTIVES UPDATE –** Manny Bahia (supplemental package) **9:25**

4) **SWP OPERATIONS REPORTS:** **9:55**
   a. **Water Operations -** Tracy Hinojosa (supplemental package)
   b. **Water Quality –** Daniel Wisheropp – included in the Board Package
   c. **Power** – included in the Board package

5) **SWP EXECUTIVE REPORT –**John Yarbrough (supplemental package) **10:15**

6) **BOARD ACTIONS:** Jennifer Pierre **10:45**

7) **GENERAL MANAGER'S REPORT:** Jennifer Pierre **10:55**

8) **COMMITTEE REPORT:** **11:00**
   a. **Audit Finance** – no meeting in September
   b. **Energy –** included in the Board package
   c. **OME–** included in the Board package

Next Board Meeting: Thursday, October 15, 2026
Delta Conveyance Design and Construction Authority or via Zoom

STATE WATER CONTRACTORS
BOARD OF DIRECTORS
BOARD ACTIONS
SEPTEMBER 17, 2026

The following actions were taken at the State Water Contractors (SWC) Board of Directors September 17, 2026, meeting upon motions duly made, seconded, and unanimously passed.

1. Approved the Consent Calendar, including the draft Board Minutes for the July 16, 2026 SWC Board Meeting; Financial Statements, Consultant Reports, and the Water Transfers Summary.

2. Authorized SWC to enter into an agreement with Brian G. Thomas Consulting, LLC to provide facilitation and negotiation support for the WSRB Debt Service Billing Project settlement process in an amount not to exceed $150,000.

3. Authorized the SWC to enter into an agreement with UC Davis (Dr. Segarra and Dr. Lydy) to validate response spectrum models for pesticides in an amount of $878,680 to be split between two fiscal years.

MEMORANDUM

20.2.1

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

FROM: Craig Wallace

DATE: September 24, 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.

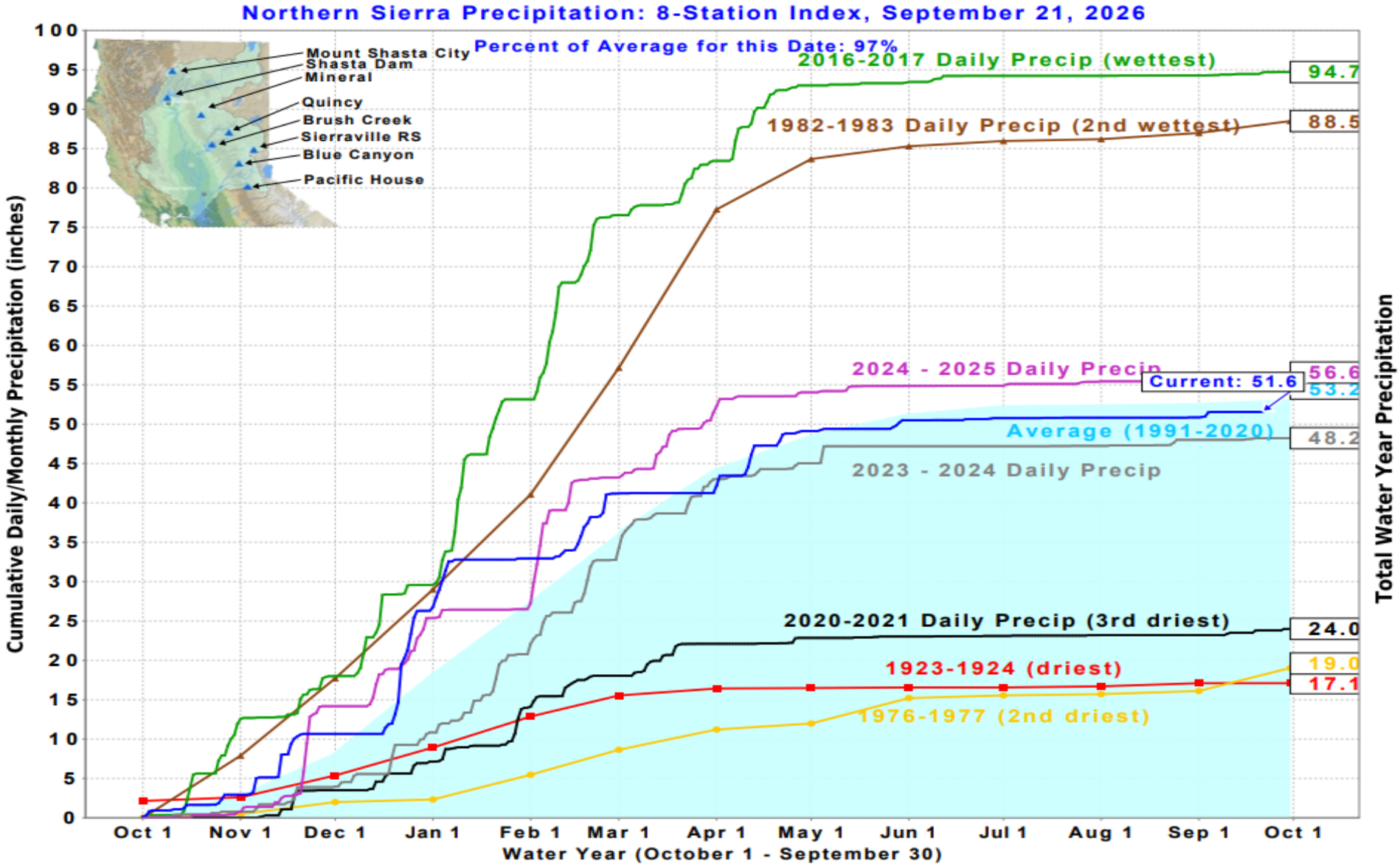
As of September 21, 2026, the Northern Sierra Precipitation Eight-Station Index had received 51.6 inches of precipitation, or 97 percent of average-to-date. (See Attachments 1 and 2.) The near-term forecast predicts no precipitation over the next ten days for the Feather River Basin. (See Attachments 3 and 4.) The long-term forecast predicts increased chances of above normal temperatures for all of California, and equal chances of above or below normal precipitation for Northern California from October 2026 through December 2026. (See Attachment 5.)

Through September 21, 2026, Lake Oroville storage had decreased to about 1,738,728 acre-feet (af). (See Attachment 6.) As of September 21, 2026, the State Water Project (SWP) share of San Luis Reservoir (San Luis) storage had increased to about 938,772 af. (See Attachment 7.) SWP exports are currently averaging approximately 12,000 af per day and Central Valley Project (CVP) exports are currently averaging about 6,400 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 September 21, 2026, the CVP share of San Luis storage had increased to about 476,961 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.

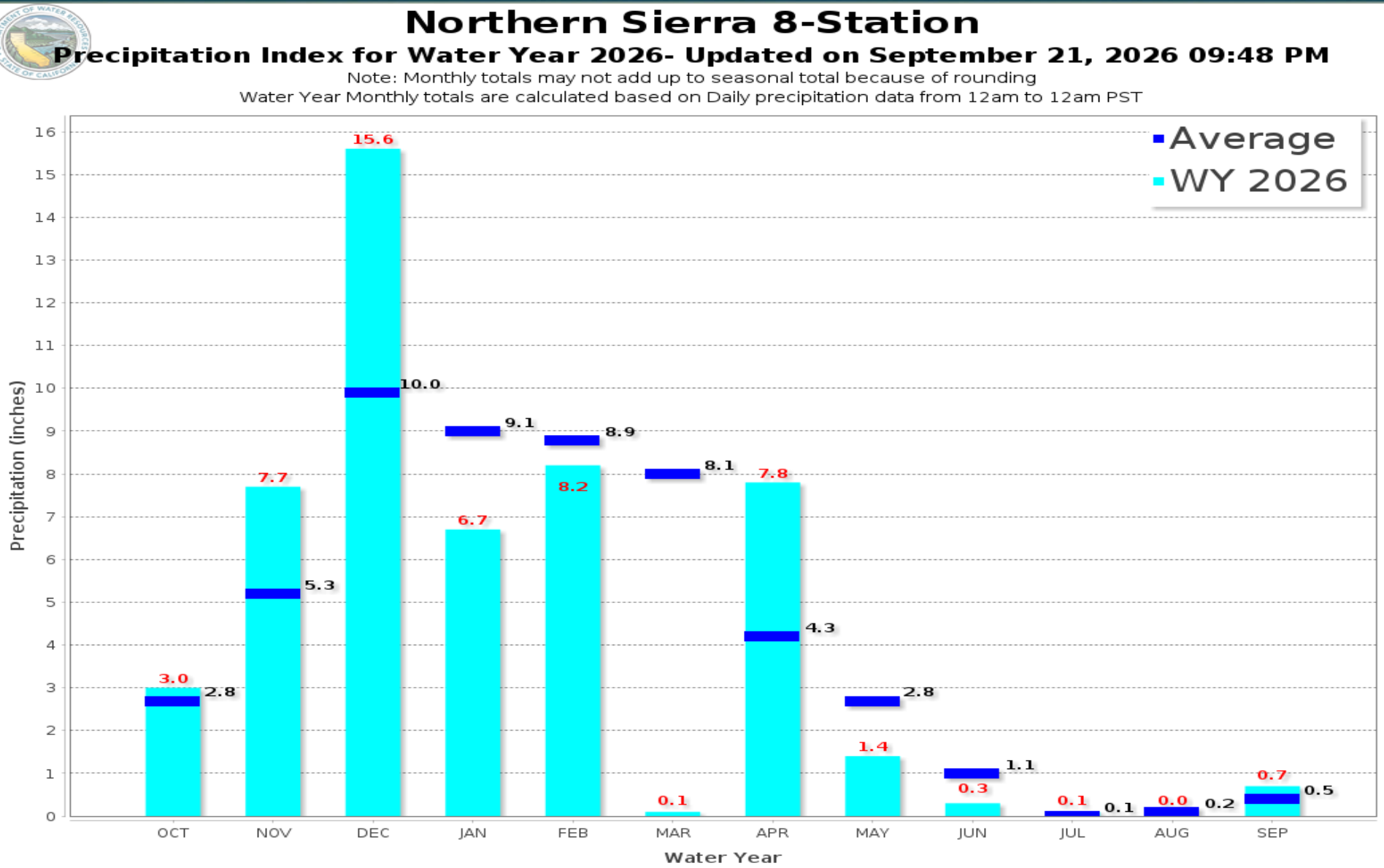
Northern Sierra Precipitation Eight-Station Index: September 21, 2026

Attachment 1



Northern Sierra Precipitation Eight-Station Index: September 21, 2026

Attachment 2



Feather River Basin Forecast

10-Day Feather Basin Quantitative Precipitation Forecast (QPF)

Monday, September 21, 2026

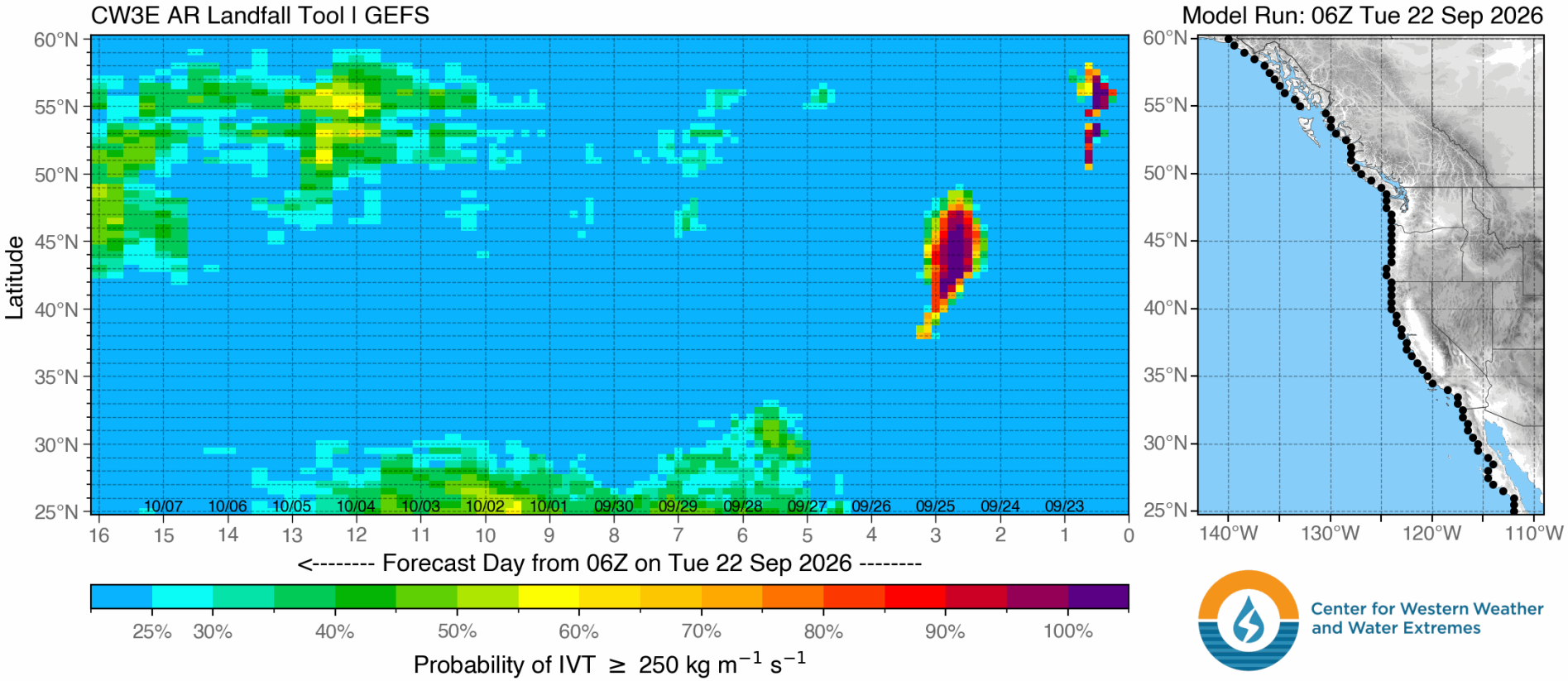
(each day ends at 0400 PST)

Day No.	Date		Precip (inches)	Snow Level (ft)	Average Daily* Precip (inches)	Average Daily* Snow Depth (inches)	Average Daily* Min Temp (°F)
	Saturday, September 12, 2026	Actual	**0.0**	14000			
	Sunday, September 13, 2026		**0.0**	12500			
	Monday, September 14, 2026		**0.0**	13000			
	Tuesday, September 15, 2026		**0.0**	12500			
	Wednesday, September 16, 2026		**0.0**	12000			
	Thursday, September 17, 2026		**0.0**	10500			
	Friday, September 18, 2026		**0.0**	10500			
	Saturday, September 19, 2026		**0.0**	12500			
	Sunday, September 20, 2026		**0.0**	14000			
	Monday, September 21, 2026		**0.0**	10000	**0.0**	**0.0**	**46.2**
	Total observed:		**0.0**				
1	Tuesday, September 22, 2026	Forecast	0.0	12,500	0.0	0.0	46.5
2	Wednesday, September 23, 2026		0.0	12,500	0.0	0.0	46.0
3	Thursday, September 24, 2026		0.0	13,500	0.0	0.0	46.0
4	Friday, September 25, 2026		0.0	13,000	0.1	0.0	45.8
5	Saturday, September 26, 2026		0.0	12,500	0.1	0.0	46.2
6	Sunday, September 27, 2026		0.0	12,000	0.1	0.0	46.5
7	Monday, September 28, 2026		0.0	9,000	0.0	0.0	45.5
8	Tuesday, September 29, 2026		0.0	9,500	0.0	0.0	46.0
9	Wednesday, September 30, 2026		0.0	10,000	0.0	0.0	45.0
10	Thursday, October 1, 2026		0.0	9,500	0.0	0.0	45.2
11	Friday, October 2, 2026		0.0	9,500	0.1	0.0	44.8
	10-Day Total:		**0.0**		**0.3**		
	10-Day Percent of Normal:		**0%**				
	Accumulated Observed Precip for WY 2026:		**56.4**	**(WY 2025: 65.5)**			
Comments:			**(112% YTD Ave)**				

Today, cloudy throughout the day with a high of 64 F in the higher elevations and 74 in the lower elevations, then mostly clear through the night. Mostly sunny conditions for the remainder of the forecast period with average temperatures and a freezing line around 12,500 ft.

Attachment 4

Atmospheric River Forecast

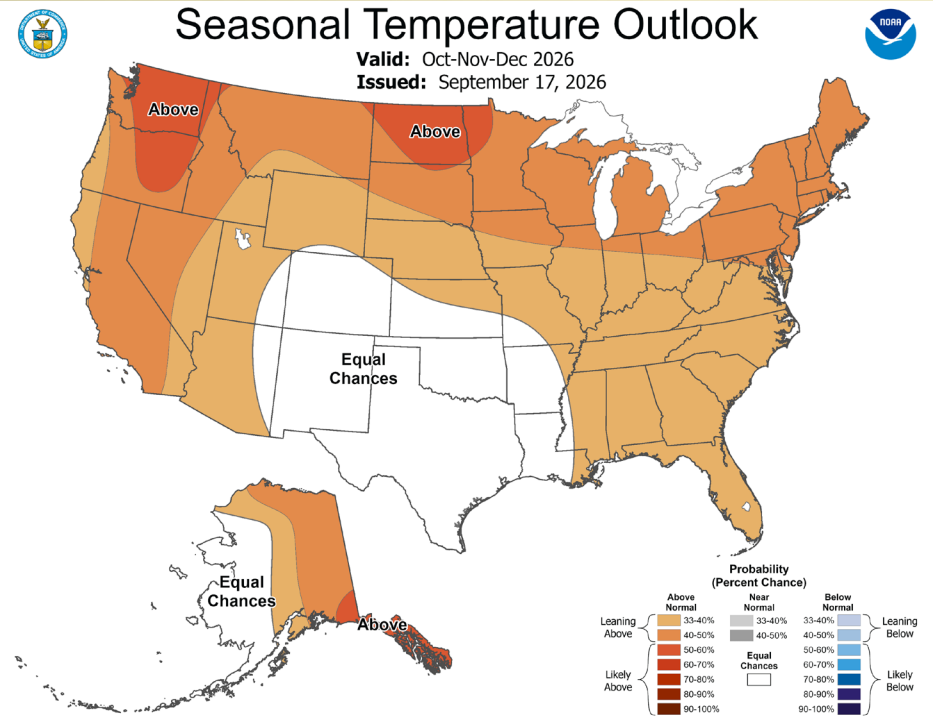


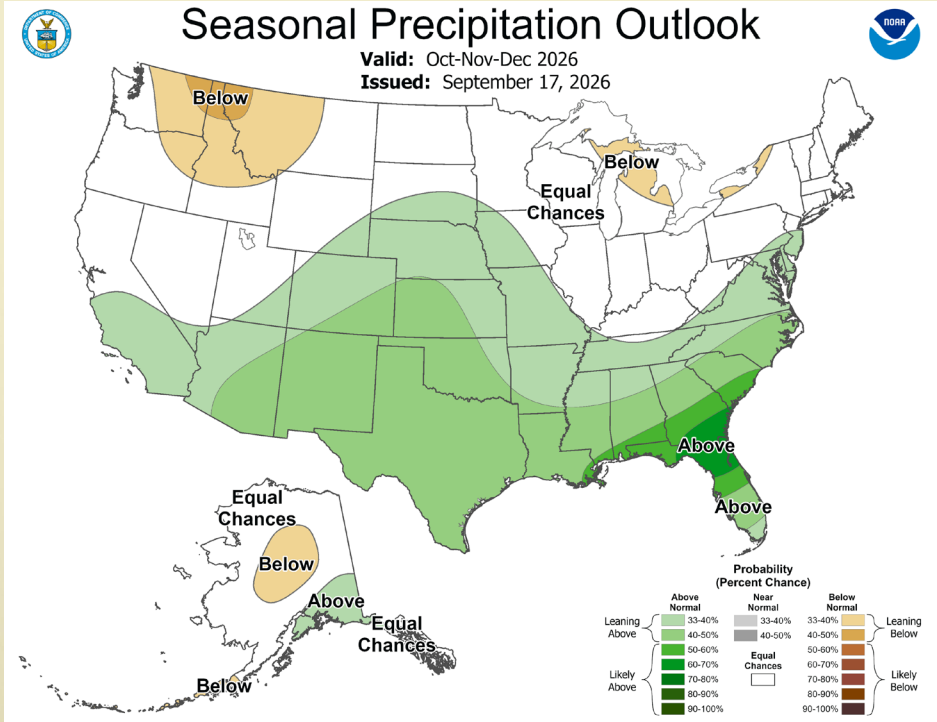
Center for Western Weather and Water Extremes

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

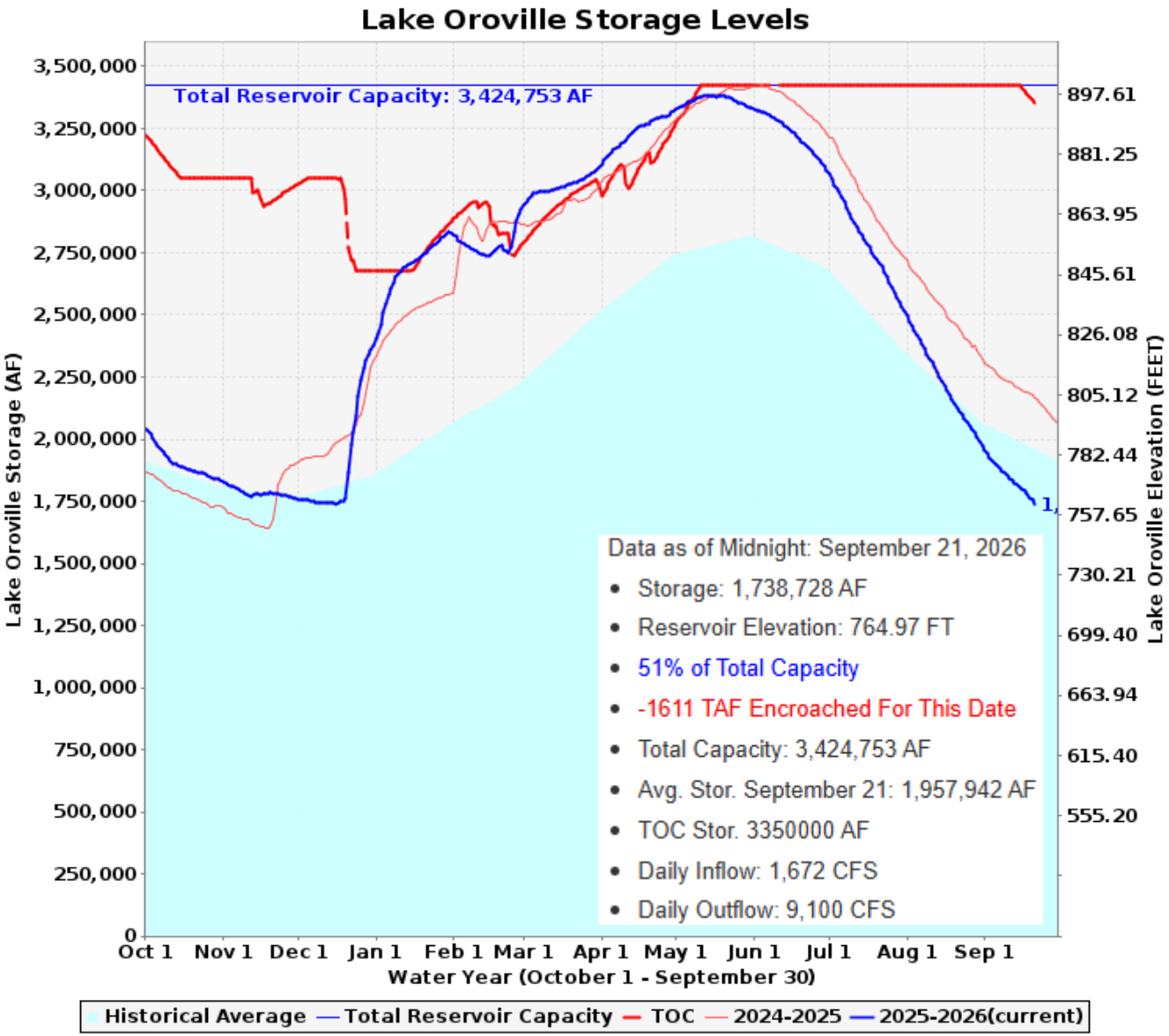
Long-term Forecast

Attachment 5



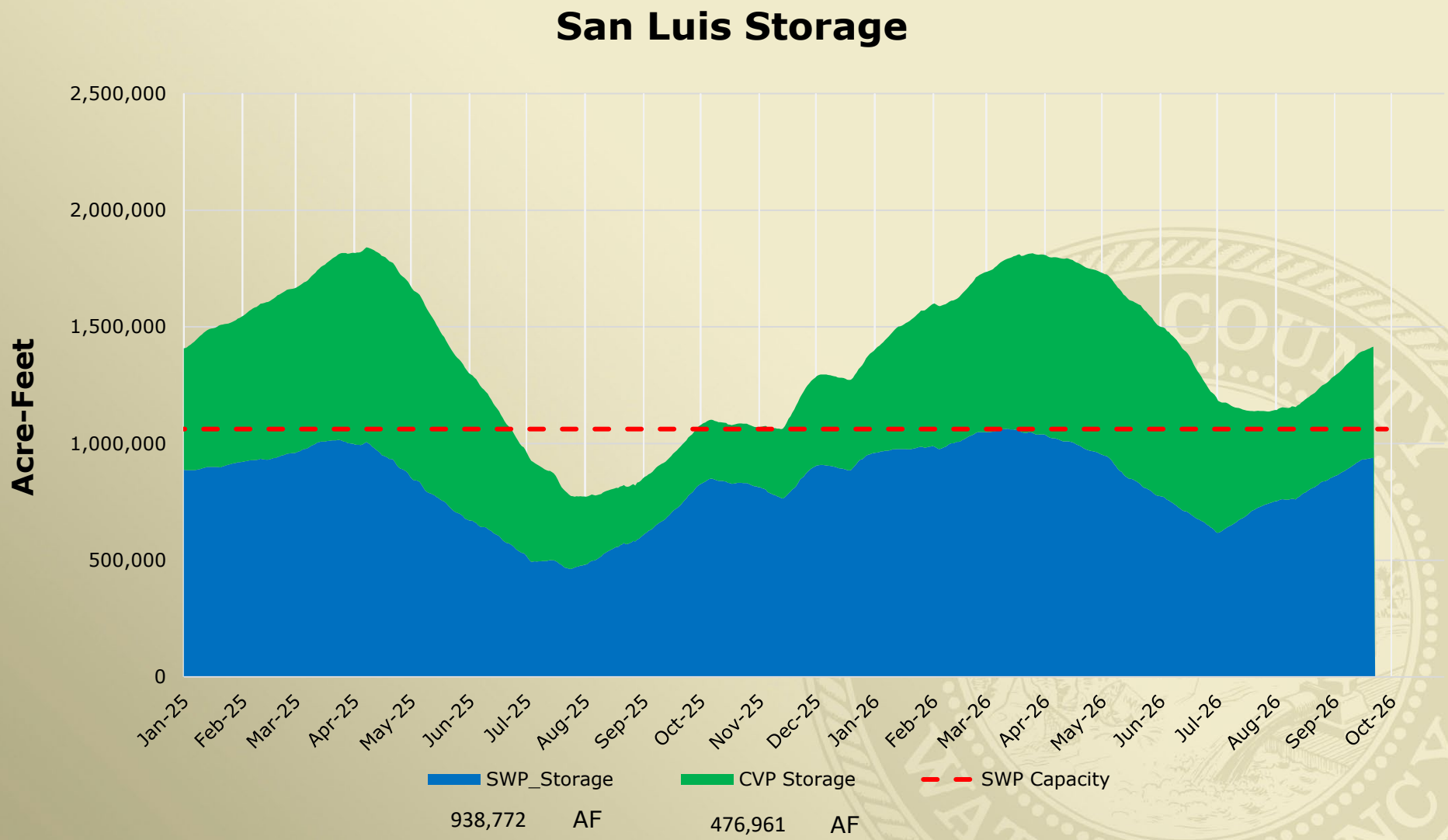


Lake Oroville Storage: September 21, 2026



Attachment 7

San Luis Reservoir Storage: September 21, 2026



Water Resources Committee

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 2a

FROM: Monica Tennant

DATE: September 24, 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 September 24, 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

20.2.1

TO: Water Resources Committee
Agenda Item No. 3a

FROM: Joshua Newfield

DATE: September 24, 2026

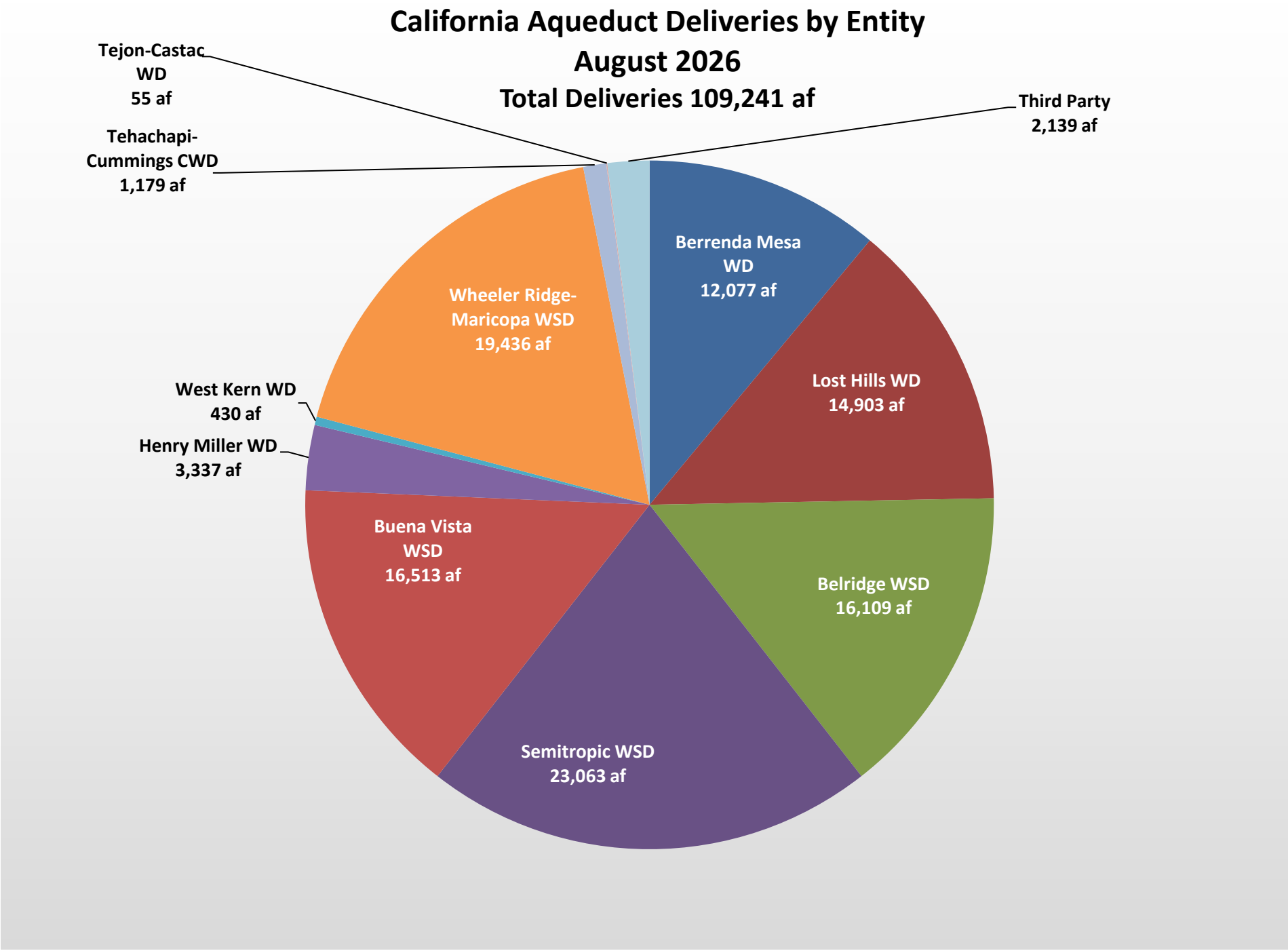
SUBJECT: Report on 2026 Local State Water Project Operations and Water, Transfers, Exchanges and Purchases

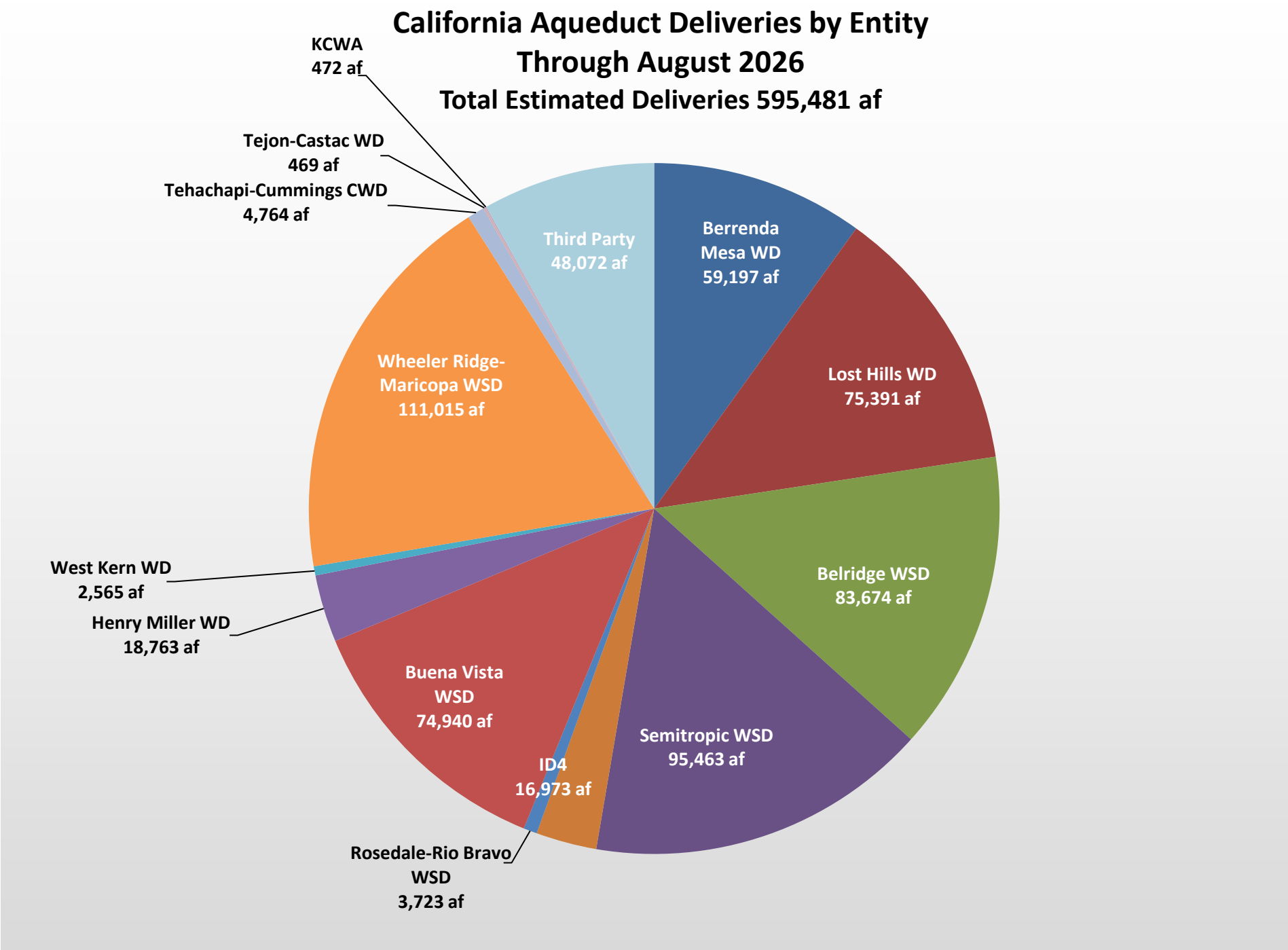
Issue:
Report on 2026 local State Water Project operations and water transfers, exchanges and purchases.

Recommended Motion:
None – information only.

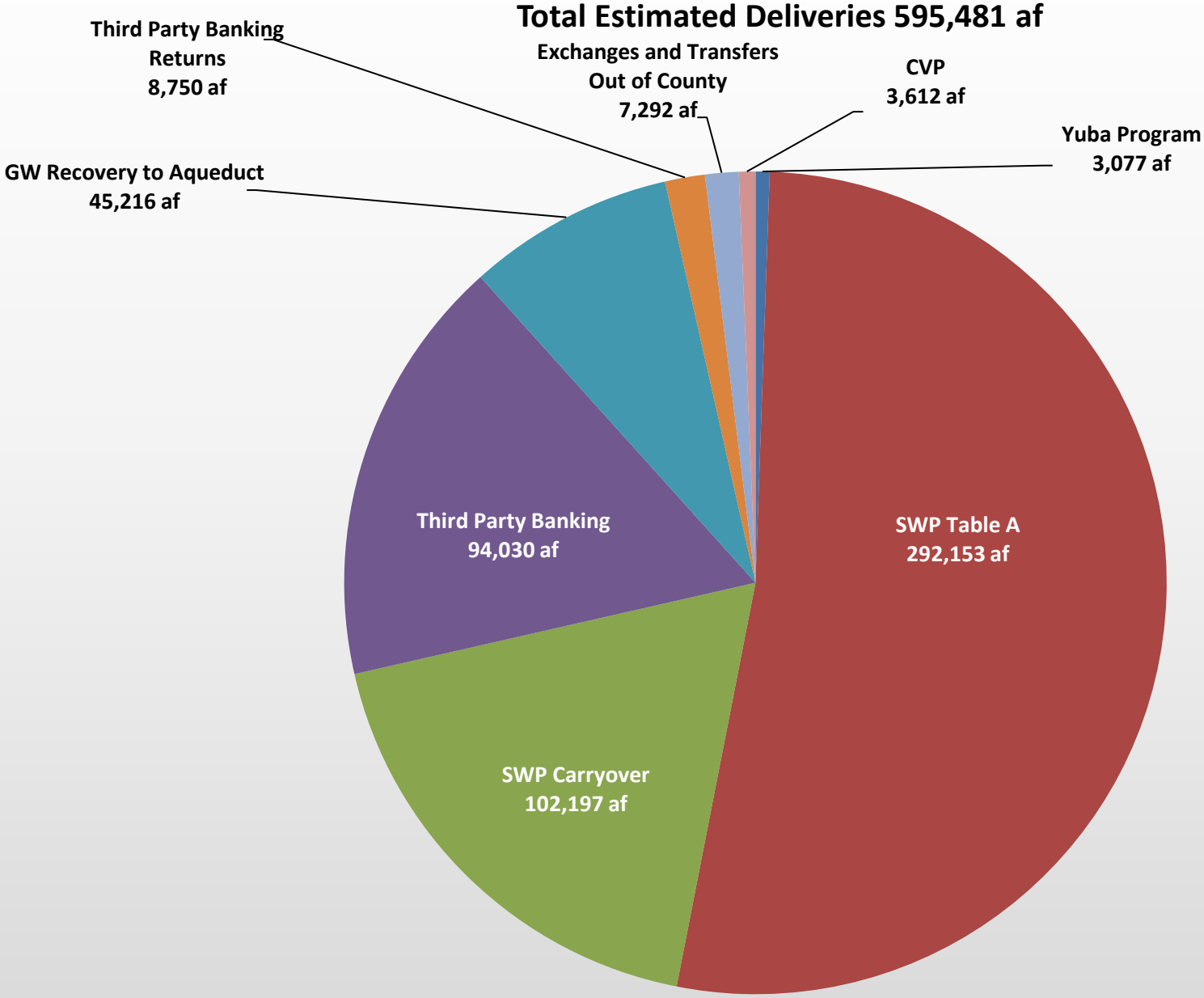
Discussion:
In August 2026, the Kern County Water Agency (Agency) delivered an estimated 109,241 acre-feet (af) via the California Aqueduct (Aqueduct). A summary of August 2026 estimated deliveries by entity is provided as Attachment 1. Through August 2026, the Agency has delivered an estimated 595,481 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.

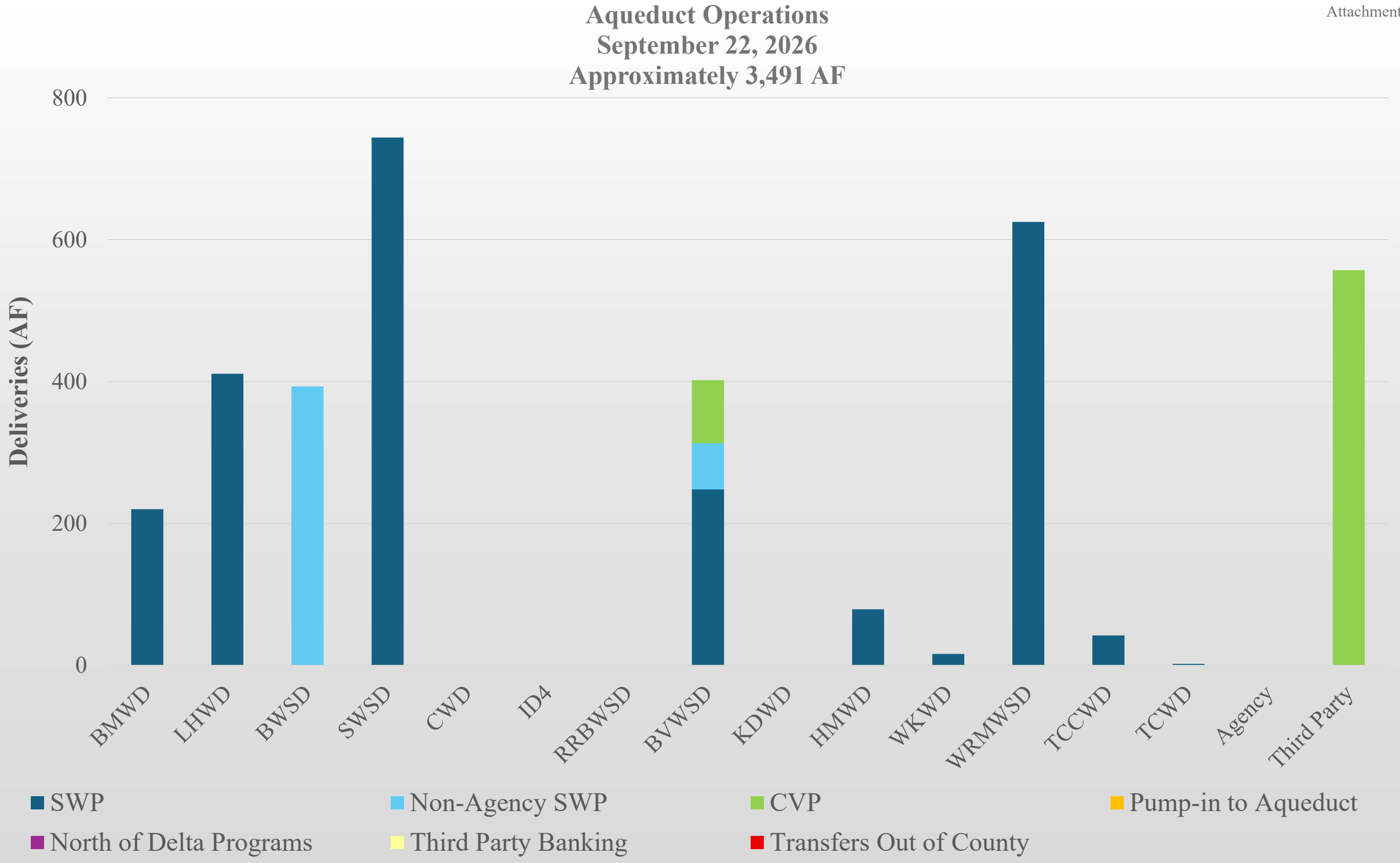
A summary of 2026 water transfers, exchanges and purchases is provided as Attachment 5. Routine transfers, exchanges and purchases were approved pursuant to the December 17, 2025 Agency Board of Directors authorization allowing the Water Resources Manager to approve routine requests through December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


California Aqueduct Deliveries by Entity
August 2026
Total Deliveries 109,241 af
Tejon-Castac WD 55 af
Tehachapi-Cummings CWD 1,179 af
Third Party 2,139 af
Berrenda Mesa WD 12,077 af
Lost Hills WD 14,903 af
Belridge WSD 16,109 af
Semitropic WSD 23,063 af
Buena Vista WSD 16,513 af
Henry Miller WD 3,337 af
West Kern WD 430 af
Wheeler Ridge-Maricopa WSD 19,436 af


California Aqueduct Deliveries by Entity
Through August 2026
Total Estimated Deliveries 595,481 af
KCWA
472 af
Tejon-Castac WD
469 af
Tehachapi-Cummings CWD
4,764 af
Third Party
48,072 af
Berrenda
Mesa WD
59,197 af
Lost Hills WD
75,391 af
Wheeler Ridge-
Maricopa WSD
111,015 af
Belridge WSD
83,674 af
West Kern WD
2,565 af
Henry Miller WD
18,763 af
Buena Vista
WSD
74,940 af
Semitropic WSD
95,463 af
ID4
16,973 af
Rosedale-Rio Bravo
WSD
3,723 af

California Aqueduct Deliveries by Water Type
Through August 2026
Total Estimated Deliveries 595,481 af




Aqueduct Operations
September 22, 2026
Approximately 3,491 AF
Deliveries (AF)
800
600
400
200
0
BMWD
LHWD
BWSD
SWSD
CWD
ID4
RRBWSD
BVWSD
KDWD
HMWD
WKWD
WRMWSD
TCCWD
TCWD
Agency
Third Party
SWP
Non-Agency SWP
CVP
Pump-in to Aqueduct
North of Delta Programs
Third Party Banking
Transfers Out of County

2026 Water Management Program

Summary of Routine Water Transfers, Exchanges and Purchases Pursuant to the December 17, 2025 KCWA Board Authorization

TRF #	Parties	Description	Quantity (AF)	Date of Request	Date Approved
26006	Improvement District No. 4 to Buena Vista Water Storage District	Exchange of 2025/26 SWP Table 1 water for 2026 Kern River water	8,500	12/22/25	12/23/26
26008	Lost Hills Water District to Semitropic Water Storage District (Wonderful Orchards)	Transfer of 2025 SWP Table 1 water	550	1/8/26	01/13/26
26009	Arvin-Edison Water Storage District to Belridge Water Storage District (Westside Mutual Water Company)	Transfer of 2026 Friant-Kern CVP water for SWP Table 1 water	5,000	1/9/26	01/13/26
26010	Rosedale-Rio Bravo Water Storage District to Santa Clarita Valley Water Agency	Transfer of Kern River water	8,250	1/12/26	01/13/26
26011	Buena Vista Water Storage District to Kern Delta Water District	Exchange of 2026 Kern River for 2025 SWP Carryover and/or SWP Table 1	31,500	1/12/26	01/13/26
26012	Kern Delta Water District to Improvement District 4	Exchange of 2026 Kern River for banked 2005 SWP Table 1	5,000	1/19/26	01/29/26
26019	Metropolitan Water District of Southern California to Semitropic Water Storage District	Transfer of 2025 SWP Carryover and 2026 SWP Table A water	73,000	2/24/26	03/04/26
26022	Tehachapi-Cummings County Water District to Improvement District No. 4	Exchange of 2025 SWP Carryover water for future SWP Table 1 water	3,600	3/6/26	03/06/26
26018	Berrenda Mesa Water District to Semitropic Water Storage District (Homer)	Transfer of 2025 SWP Carryover water	2,500	2/24/26	03/13/26
26027	Rosedale-Rio Bravo Water Storage District to Improvement District No. 4	Exchange of 2026 Kern River water for 2026 SWP Table 1 water	10,000	3/18/26	03/27/26
26031	Tejon-Castac Water District to Wheeler Ridge-Maricopa Water Storage District	Transfer of 2026 Nickel Kern River water	3,150	3/20/26	03/26/26
26033	Buena Vista Water Storage District to West Kern Water District	Exchange of banked Kern River water for 2026 SWP Table 1 water	18,500	3/31/26	04/17/26
26032	Semitropic Water Storage District to Kern-Tulare Water District	Transfer of previously banked 2019 CVP water	2,000	3/25/26	04/17/26
26017	Empire West Side Irrigation District to Berrenda Mesa Water District	Transfer of 2026 SWP Table A water	1,954	2/13/26	04/17/26
26025	Semitropic Water Storage District to Berrenda Mesa Water District	Transfer of previously banked 2017 and 2019 SWP Table 1 water	3,000	3/18/26	04/24/26
26026	Semitropic Water Storage District to Wheeler Ridge-Maricopa Water Storage District	Transfer of previously banked 2017 and 2019 SWP Table 1 water	100	3/18/26	04/24/26
26040	Kern Tulare to Belridge WSD, Berrenda Mesa WD and Lost Hills WD	Exchange of JURP water for 2026 SWP Table 1 water	7,500	5/6/26	05/13/26
26041	Tejon-Castac Water District (Tejon Ranch) to Wheeler Ridge-Maricopa Water Storage District	Transfer of 1995-2023 SWP Table 1 and/or Article 21 water	10,000	5/7/26	05/13/26
26042	Lost Hills Water District to Semitropic Water Storage District (Lost Hills Utility District)	Transfer of 2026 SWP Table 1 water	135	5/15/26	05/20/26
26043	Semitropic Water Storage District to Westlands Water District (Harris Farms)	Transfer of previously banked 2023 CVP water	1,600	5/20/26	05/27/26
26045	Improvement District No. 4 to Buena Vista Water Storage District	Exchange of 2026 SWP Table 1 water for 2026 Kern River water	40,000	5/15/26	05/27/26
26047	Antelope Valley-East Kern Water Agency to Wheeler Ridge-Maricopa Water Storage District (Tejon Ranch Company)	Transfer of 2026 SWP Table A water	1,472	6/8/26	08/04/26
26053	Belridge Water Storage District to Cawelo Water District (California Pistachio)	Transfer of 2026 Table 1 water	100	6/10/26	07/08/26
26057	Berrenda Mesa Water District to Wheeler Ridge-Maricopa Water Storage District (Westside Agriculture)	Transfer of 2026 Table 1 water	1,000	6/18/26	07/23/26
26038	Metropolitan WD to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 SWP Table A water	100,000	5/1/26	08/04/26
26044	Santa Clara Valley Water District to Berrenda Mesa Water District and Lost Hills Water District	Transfer of 2026 Table A water	8,000	5/22/26	08/20/26
26054	Plumas County Flood Control and Water Conservation District to Wheeler Ridge- Maricopa Water Storage District	Transfer of 2026 SWP Table A water	833	6/11/26	09/15/26
26063	San Joaquin River ECWA to Semitropic Water Storage District	Transfer of 2026 CVP water	8,622	6/25/26	Pending
26059	Central Coast Water Authority to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 Table A	32,000	7/15/26	Pending
26060	Arvin-Edison Water Storage District to Kern County Water Agency	Transfer of 2025 CVP water	6,094	7/30/26	09/02/26
26064	Kern Delta Water District to Buena Vista Water Storage District	Exchange of 2026 YUBA water for 2026 Kern River water	200	8/5/26	09/03/26
26065	Arvin-Edison Water Storage District to Kern County Water Agency	Transfer of 2026 CVP Water	20,000	8/11/26	Pending
26066	Improvement District No. 4 to Rosedale Rio Bravo Water Storage District	Transfer of 2025 Carryover water	5,000	8/13/26	09/15/26
26035	Solano County WA to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 SWP Table A water	8,650	4/22/26	09/15/26
26036	Solano County WA to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2025 Carryover water	8,650	4/22/26	09/15/26
26072	Alameda County Flood Control and Water Conservation District – Zone 7 to Westside Districts	Transfer of SWP Table 1 water	8,000	8/28/26	Pending
26074	San Joaquin River Exchange Contractors Water Authority to Rosedale-Rio Bravo Water Storage District	Exchange of CVP water for SWP Table 1 water	20,000	9/2/26	Pending
26075	Central Coast Water Authority to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 Carryover water	32,000	7/15/26	Pending
26076	Belridge Water Storage District to Lost Hills Water District (Starrh and Starrh)	Transfer of 2026 Table 1 water	1,000	9/10/26	Pending

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

TRF #	Parties	Description	Quantity (AF)	Date of Request	Date Approved
26015	Metropolitan Water District to Semitropic Water Storage District	Transfer of previously banked 2025 SWP Table A water	20,000	2/3/26	03/26/26
26024	Semitropic Water Storage District to Palmdale Water District	Transfer of previously banked 2023 SWP Table A water	318	3/18/26	04/23/26
26013	San Joaquin River ECWA to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 Friant-Kern CVP water	10,000	1/20/26	06/25/26
26016	Arvin-Edison Water Storage District to Wheeler-Ridge Maricopa Water Storage District	Transfer of 2026 Friant-Kern CVP water	20,000	2/12/26	Pending
26020	Alameda County Water District to Semitropic Water Storage District	Transfer of 2025 SWP Carryover water	3,000	2/26/26	06/25/26
26021	Dudley Ridge Water District to Belridge WSD, Berrenda Mesa WD and Lost Hills WD	Transfer of 2026 SWP Table A water	39,500	3/2/26	05/28/26
26023	Montecito Water District to Wheeler Ridge-Maricopa Water Storage District	Transfer of 2026 SWP Table A water	3,300	3/16/26	06/25/26
26028	Montecito Water District to Berrenda Mesa Water District	Transfer of 2026 SWP Table A water	3,300	3/20/26	06/25/26
26029	Byron Bethany Irrigation District to Belridge Water Storage District	Transfer of 2026 CVP water	3,300	3/20/26	Pending
26030	Montecito Water District to Belridge Water Storage District	Transfer of 2026 SWP Table A water	3,300	3/20/26	06/25/26
26034	Tulare Lake Basin WSD (Sandridge) to Berrenda Mase Water District and Lost Hills Water District	Transfer of 2026 SWP Table A water	4,000	4/21/26	06/25/26
26046	Buena Vista Water Storage District to Santa Clarita Valley Water Agency	Transfer of 2026 Table A and/or 2025 Carryover water	2,750	6/4/26	07/01/26
26051	Lost Hills Water District to Belridge Water Storage District	Transfer of 2026 Table 1 water	1,000	6/10/26	06/25/26
26052	Berrenda Mesa Water District to Belridge Water Storage District	Transfer of 2026 Table 1 water	2,000	6/10/26	06/25/26

2026 Water Management Program

26055	Henry Miller Water District to Belridge Water Storage District	Transfer of 2019 Article 21 banked water	1,000	6/12/26	06/25/26
26056	Henry Miller Water District to Rosedale-Rio Bravo Water Storage District	Transfer of 2017 Lower River water	750	6/12/26	06/25/26
26058	Improvement District No. 4 to Westside Mutual Water Company	Transfer of previously banked SWP water	776	7/2/26	09/03/26
26068	Oak Flat Water District to Semitropic Water Storage District	Transfer of 2026-2056 Table A water	1,858	8/21/26	Pending
26069	Oak Flat Water District to Wheeler Ridge-Maricopa Water Storage District	Transfer of 2026-2056 Table A water	1,858	8/19/26	Pending
26070	Oak Flat Water District to Berrenda Mesa Water District	Transfer of 2026-2056 Table A water	1,858	8/19/26	Pending
26071	Santa Clarita Valley Water Agency to Semitropic Water Storage District	Transfer of 2026 SWP Table A water	10,000	8/27/26	Pending
26073	Oak Flat Water District to Rosedale Water Storage District	Transfer of 2026-2056 Table A water	1,858	8/31/26	Pending

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

TRF #	*Parties*	*Description*	*Quantity (AF)*	*Date of Request*	*Date Approved*
26014	Newall Land and Farming Company to Semitropic Water Storage District	Transfer of 2026 Nickel Kern River water	1,607	1/22/26	L-T Program
26037	Semitropic Water Storage District to Westlands Water District (Poso Creek)	Transfer of banked 2017 CVP water	1,110	4/29/26	L-T Program
26039	Butte County to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 SWP Table A water	16,000	5/1/26	L-T Program
26049	Palmdale Water District to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of 2026 SWP Table A water	3,000	6/9/26	L-T Program
26050	Alameda County Flood Control and Water Conservation District, Zone 7 to Semitropic Water Storage District	Transfer of 2026 SWP Table A water for banking	5,000	6/9/26	L-T Program

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4a

FROM: Micah Clark / Michelle Anderson

DATE: September 24, 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 August 31, 2026, approximately 44,535 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 August 31, 2026, approximately 68,448 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

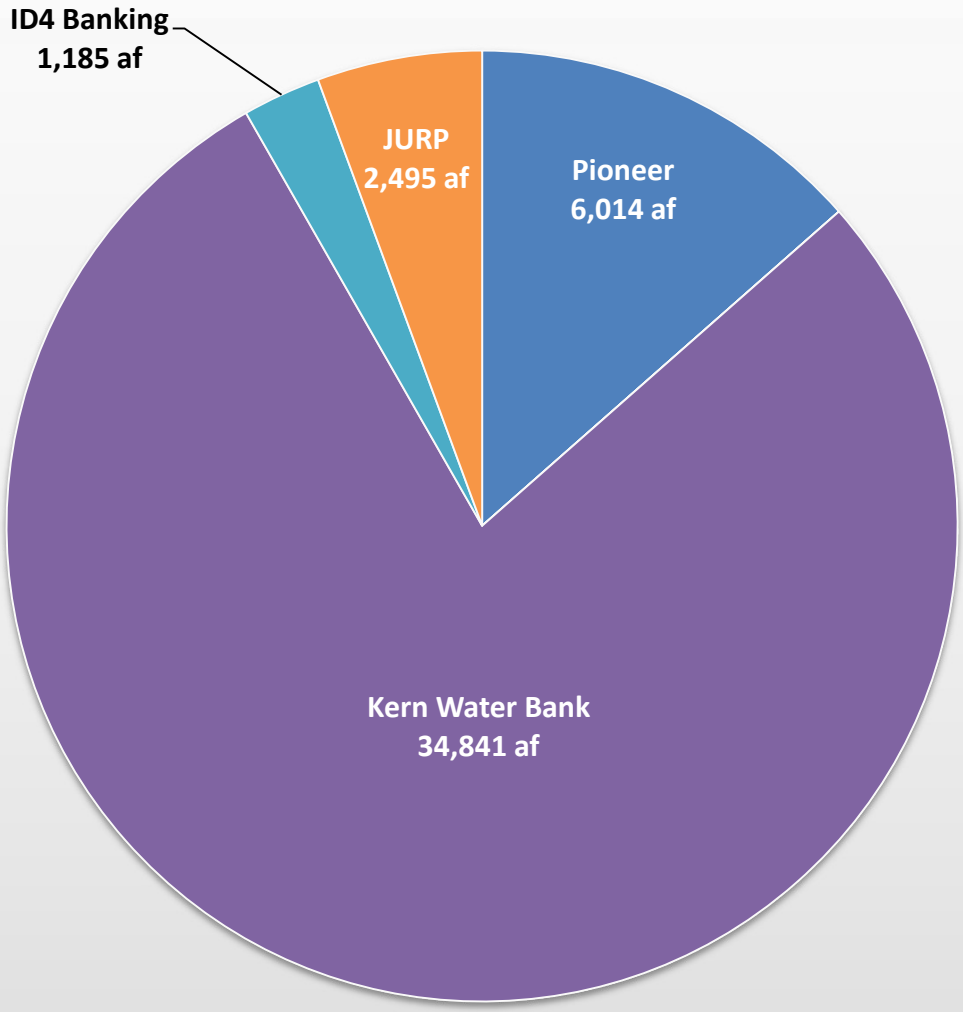
A depiction of current and historic groundwater level trends in the Kern Fan banking project area is provided as Attachment 7.

Other Activities

- Started ID4 and JURP wells for PFAS testing;
- Replaced the alternator on the motor grader;
- Started the Purge water quality sampling run;
- Installed theft alarms at various wells;
- Replaced a relay on JURP 3 well;
- Fabricated new propane trailer for burning;
- Mowed vegetation on Berrenda Mesa ponds;
- 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.

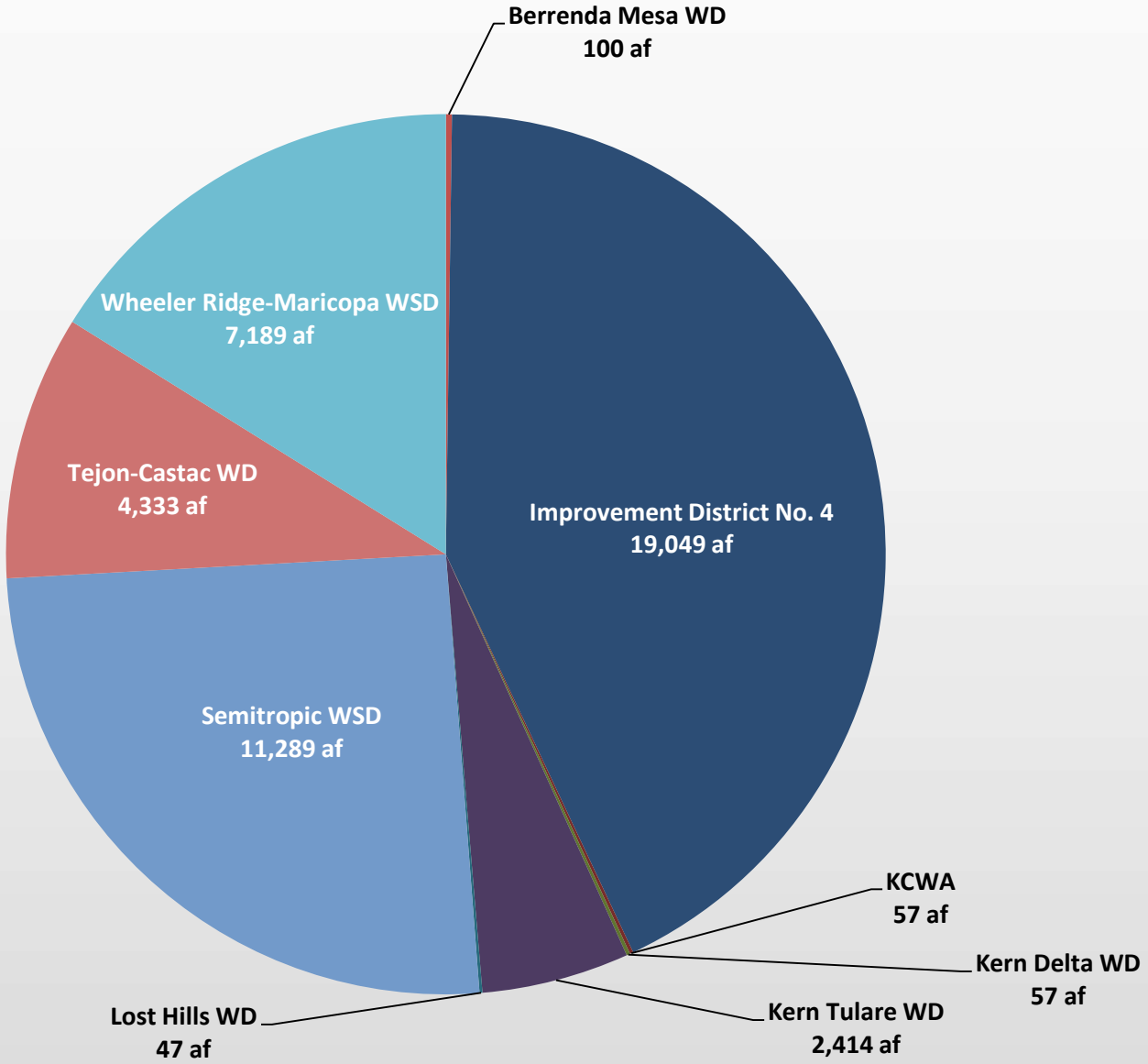
Attachment 1

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



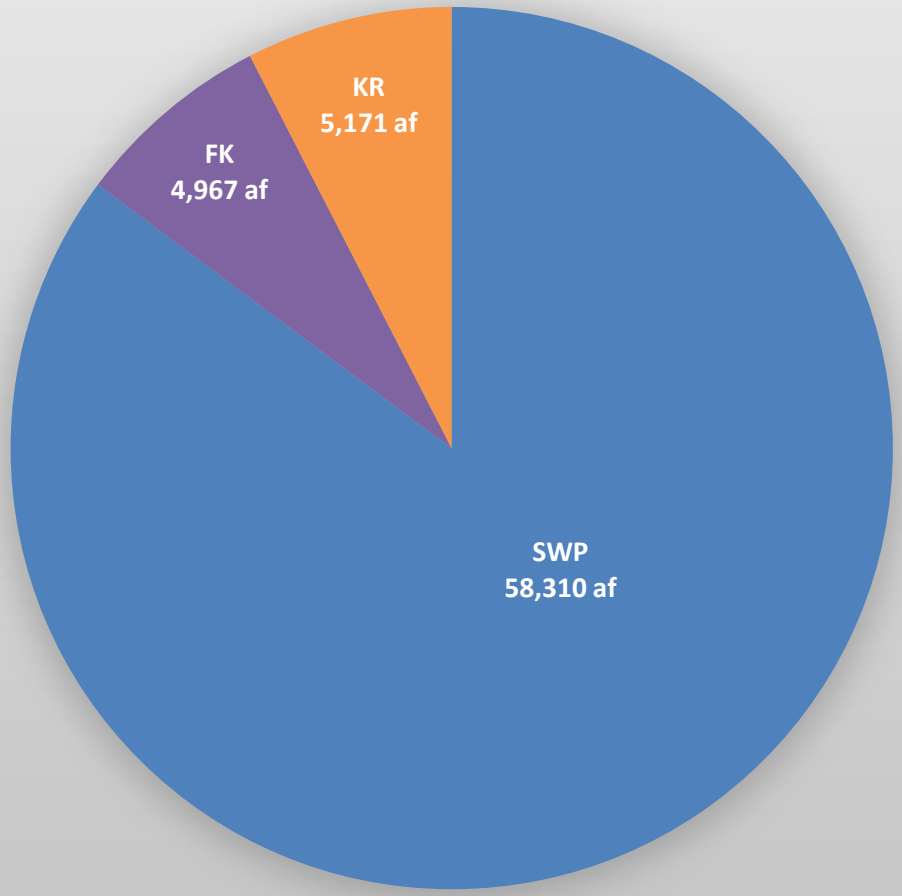
Total Gross Recovery 44,535 af

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

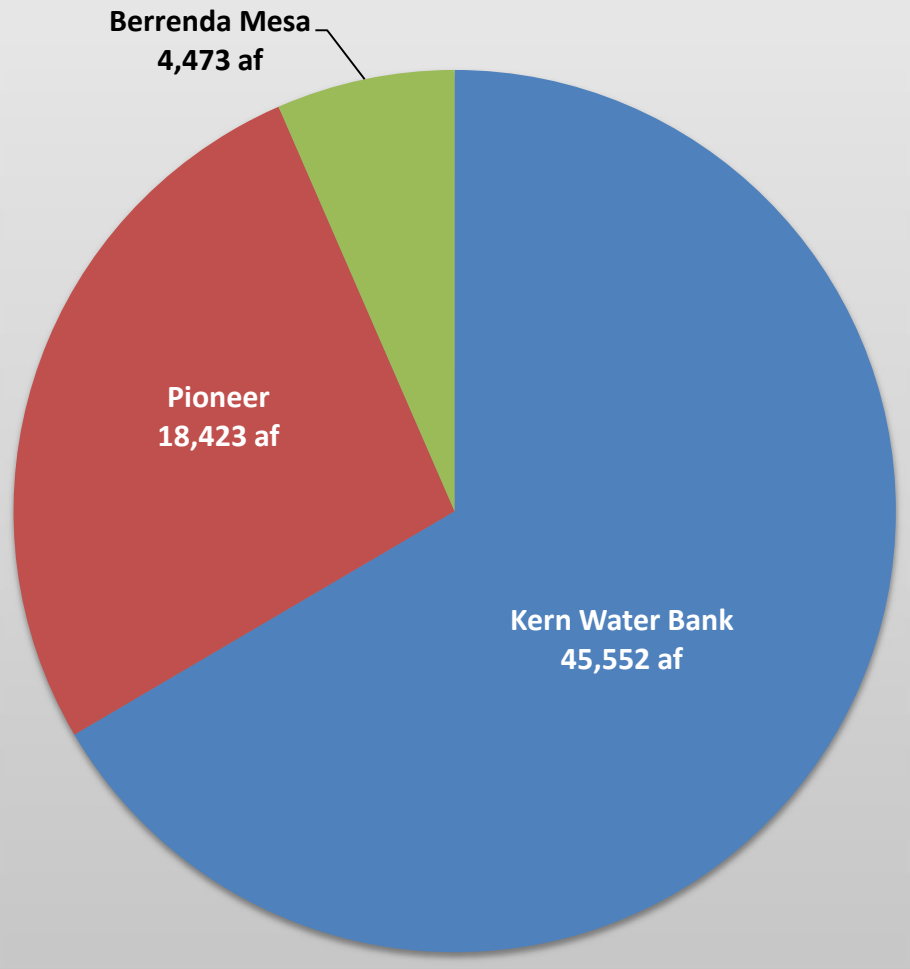


Total Gross Recovery 44,535 af

2026 Estimated Kern Fan Banking Project Deliveries
(by Water Type)
Deliveries through August 31, 2026
Total Deliveries 68,448 af



2026 Estimated Kern Fan Banking Project Deliveries (by Project)
Deliveries through August 31, 2026
Total Deliveries 68,448 af



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

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2025	Estimated Balance as of August 31, 2026					
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank	Total
Belridge WSD	103,767	91,869	9,805	101,674	5,007	0	106,681
Berrenda Mesa WD	112,167	70,883	6,233	77,116	38,038	0	115,154
Buena Vista WSD	44,696	42,879	2,648	45,527	0	12	45,539
Cawelo WD	0	0	0	0	0	0	0
Dudley Ridge WD	74,587	0	0	0	0	92,305	92,305
Henry Miller WD	18,181	19,545	746	20,291	0	0	20,291
Improvement District No. 4	243,891	46,116	9,253	55,369	0	180,315	235,684
Kern County Water Agency	195,912	112,421	62,475	174,896	3,499	17,958	196,353
Kern Delta WD	32,017	37,131	0	37,131	0	0	37,131
Lost Hills WD	97,397	70,539	23,929	94,468	6,345	0	100,813
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	241,150	270,126
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	57,757	61,598
Westside Mutual Water Co.	500,639	0	0	0	0	515,829	515,829
Wheeler Ridge-Maricopa WSD	273,579	27,911	11,303	39,214	5,743	228,091	273,048
Total	2,092,162	590,632	130,184	720,816	58,632	1,339,237	2,118,685

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

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2025	Estimated Balance as of August 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

September 2026 | Monthly Board Report

Kern County Water Agency

Basin Status | September 2026

Well Location	Project	September 2026 (ft amsl)	vs Last Year (ft)	vs 2022 Low (ft)	Current Trend
30S/25E-16L	Kern Water Bank	**174.3**	**-12.8**	**+224**	▼ **Declining**
30S/26E-19B	2800 Acres	**237.5**	**-10.7**	**+152**	▼ **Declining**
30S/26E-15N	Pioneer South	**216.1**	**-7.0**	**+150**	▼ **Declining**
30S/26E-10P	Pioneer Central	**225.2**	**-5.7**	**+174**	▼ **Declining**
30S/26E-04J	Pioneer North	**221.8**	**-11.8**	**+148**	▼ **Declining**
30S/26E-06R	Pioneer North	**212.1**	**-13.5**	**+247**	▼ **Declining**

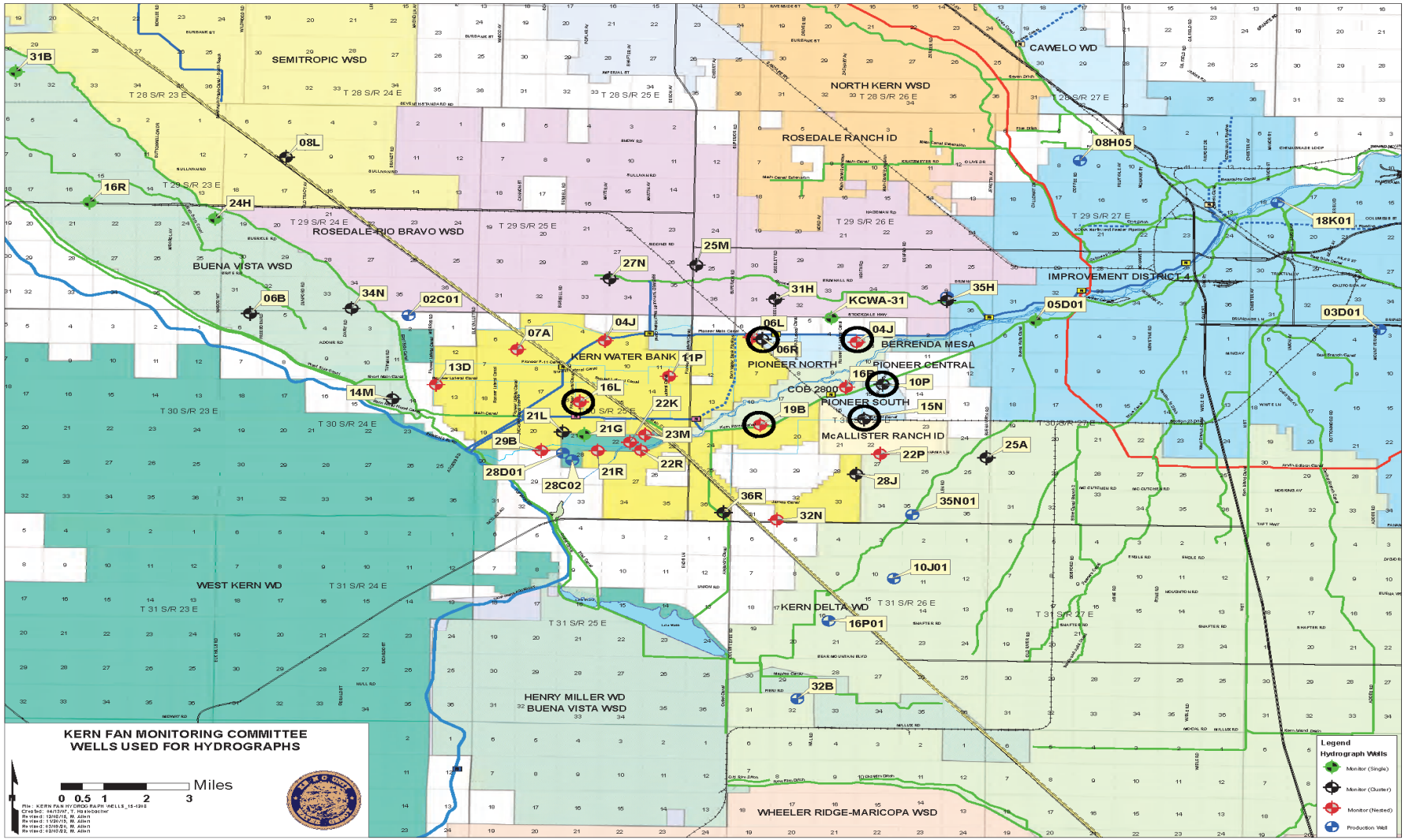
- All 6 locations show a year-over-year decline (middle aquifer interval).
- All 6 locations remain above their 2022 drought-cycle low.
- ft amsl = feet above mean sea level. Water level elevation is the height of the groundwater surface above a fixed global sea level reference.
- Groundwater elevations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

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

Kern Fan Monitoring Network | September 2026

KFMC Wells Used for Monthly Hydrographs

Attachment 5



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

2-Year View | Middle aquifer interval | Current: 174.3 ft amsl | 129.7 ft below GS | vs last year: -12.8 ft

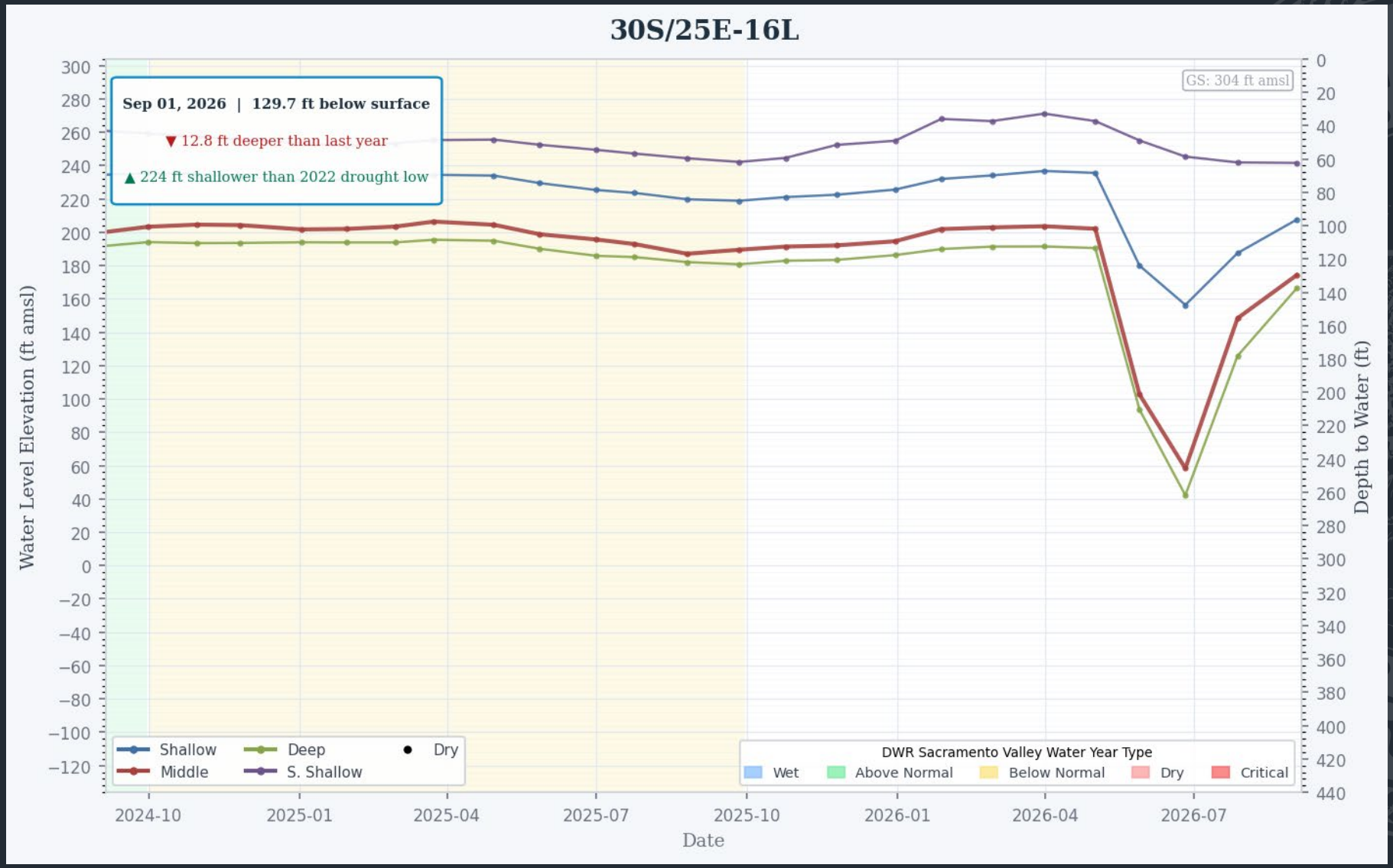
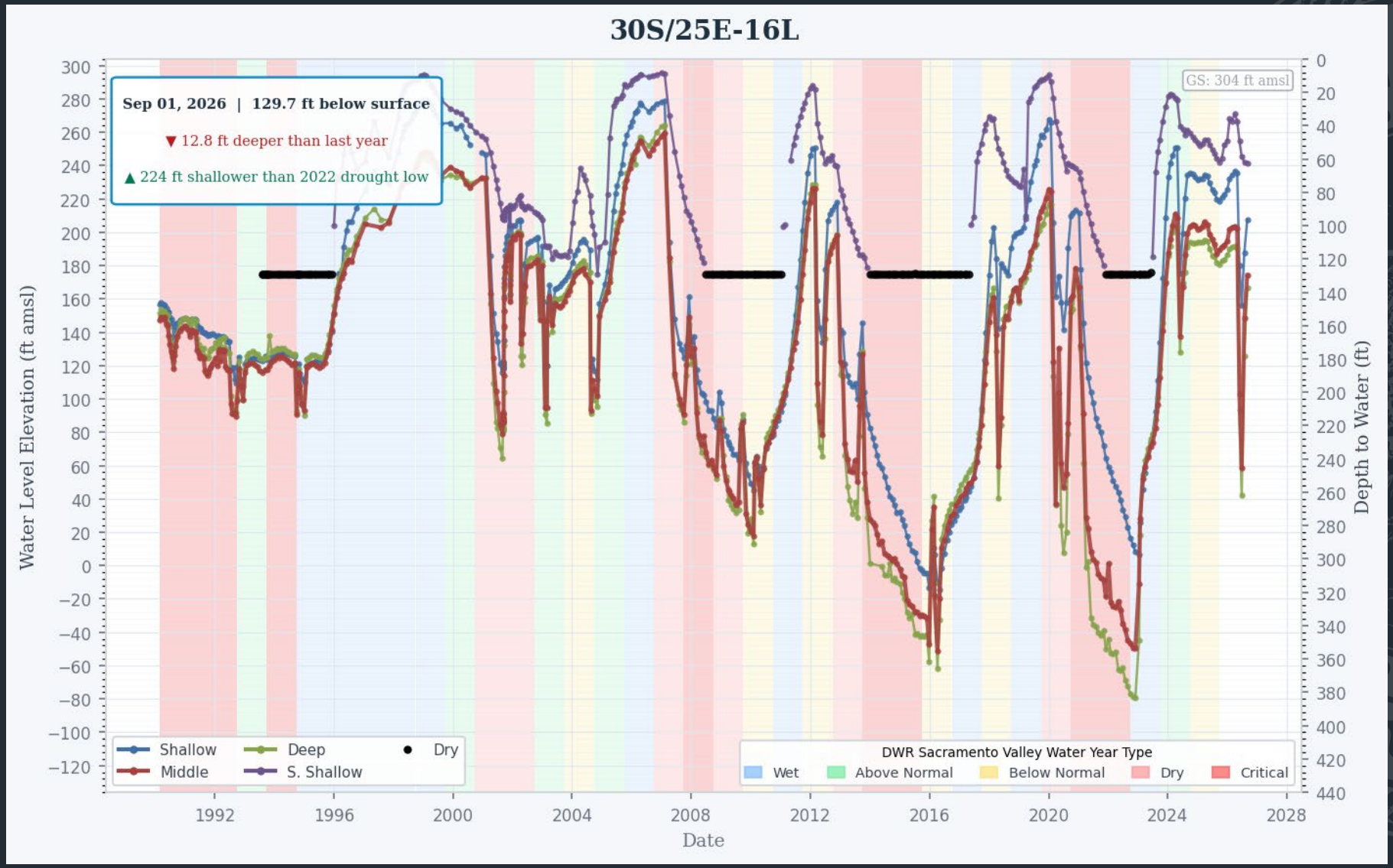


Chart background shading reflects DWR Sacramento Valley water year types.

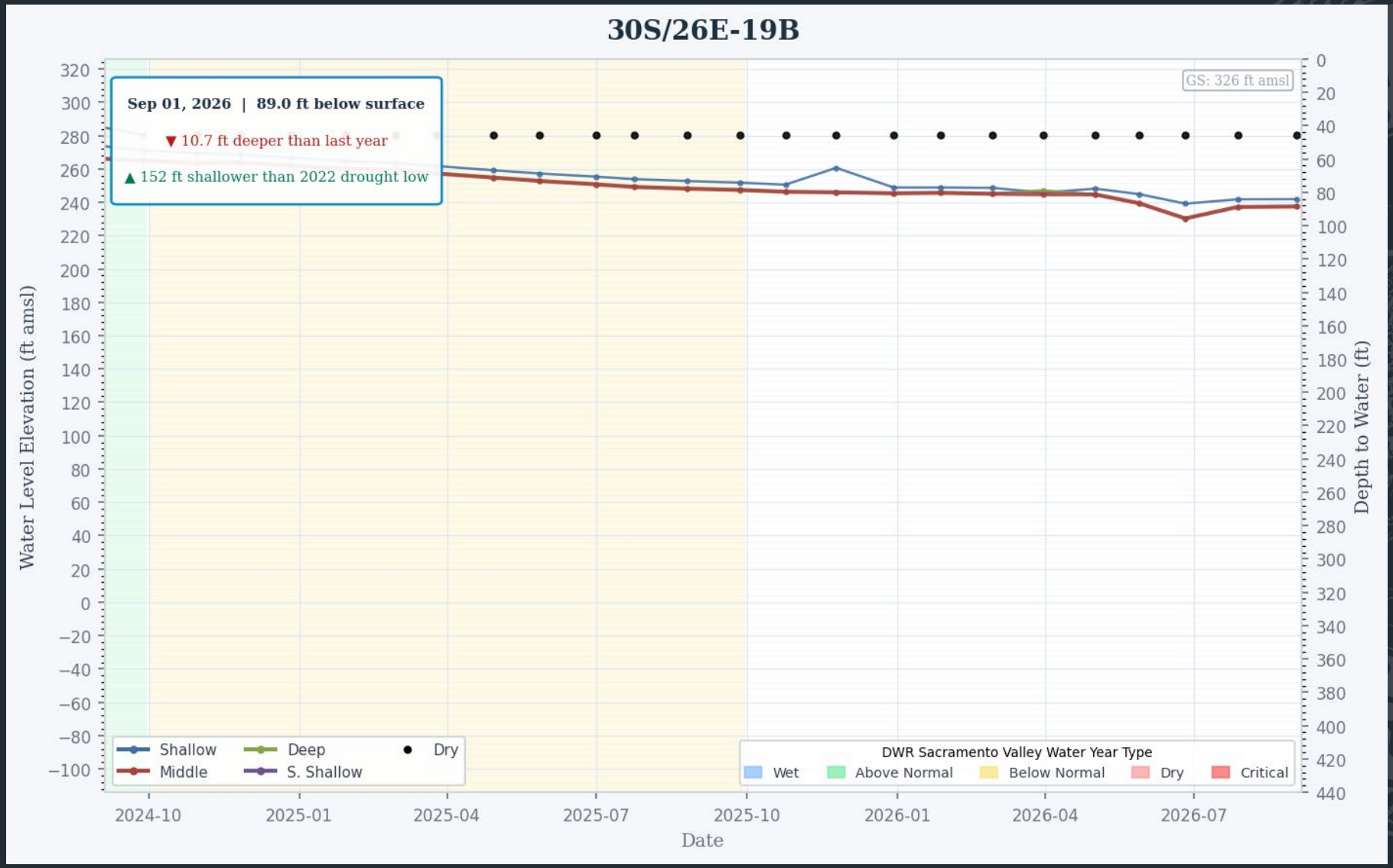
30S/25E-16L | Kern Water Bank

Full Record | Middle aquifer interval | Current: 174.3 ft amsl | 129.7 ft below GS | vs last year: -12.8 ft



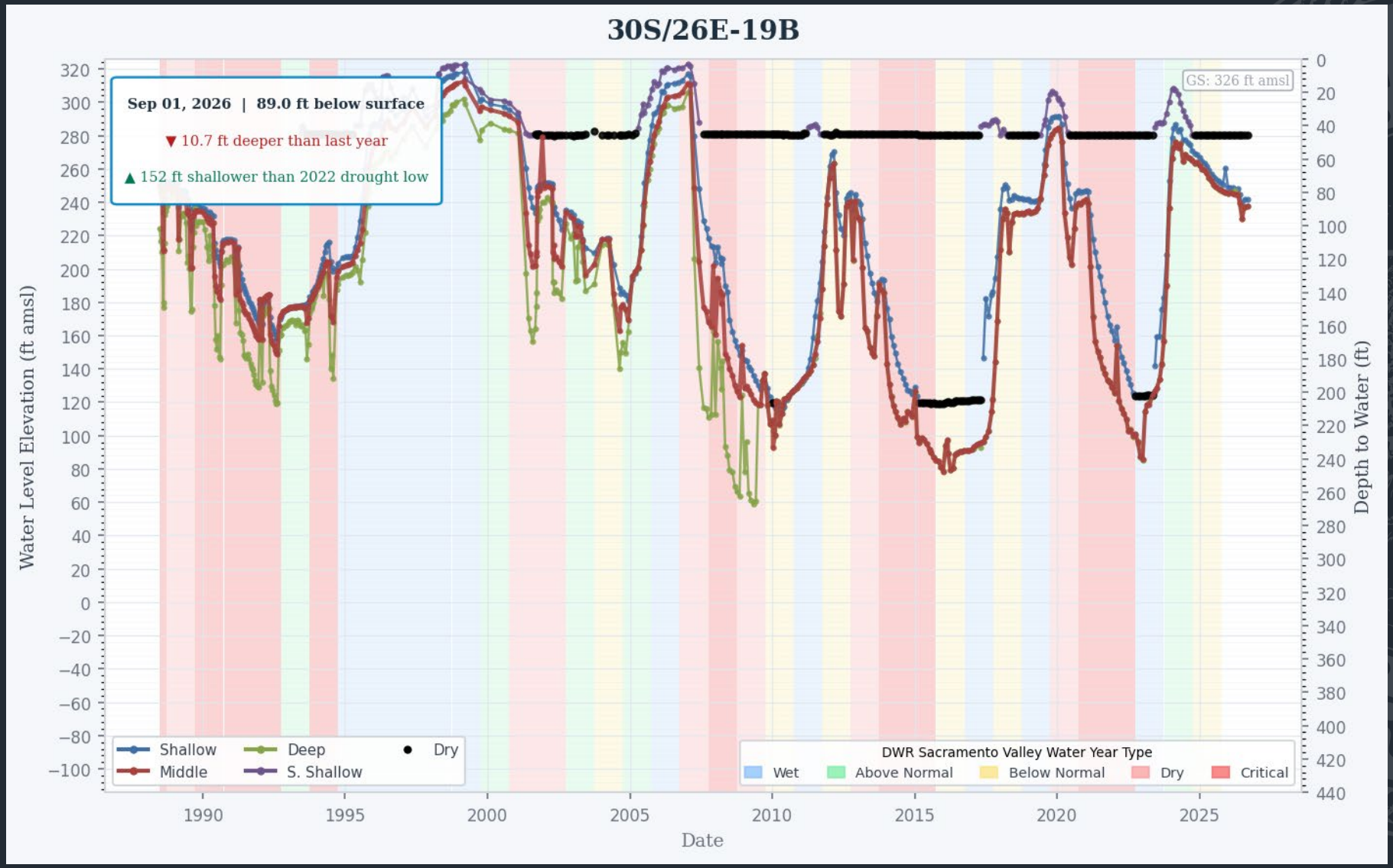
30S/26E-19B | 2800 Acres

2-Year View | Middle aquifer interval | Current: 237.5 ft amsl | 89.0 ft below GS | vs last year: -10.7 ft



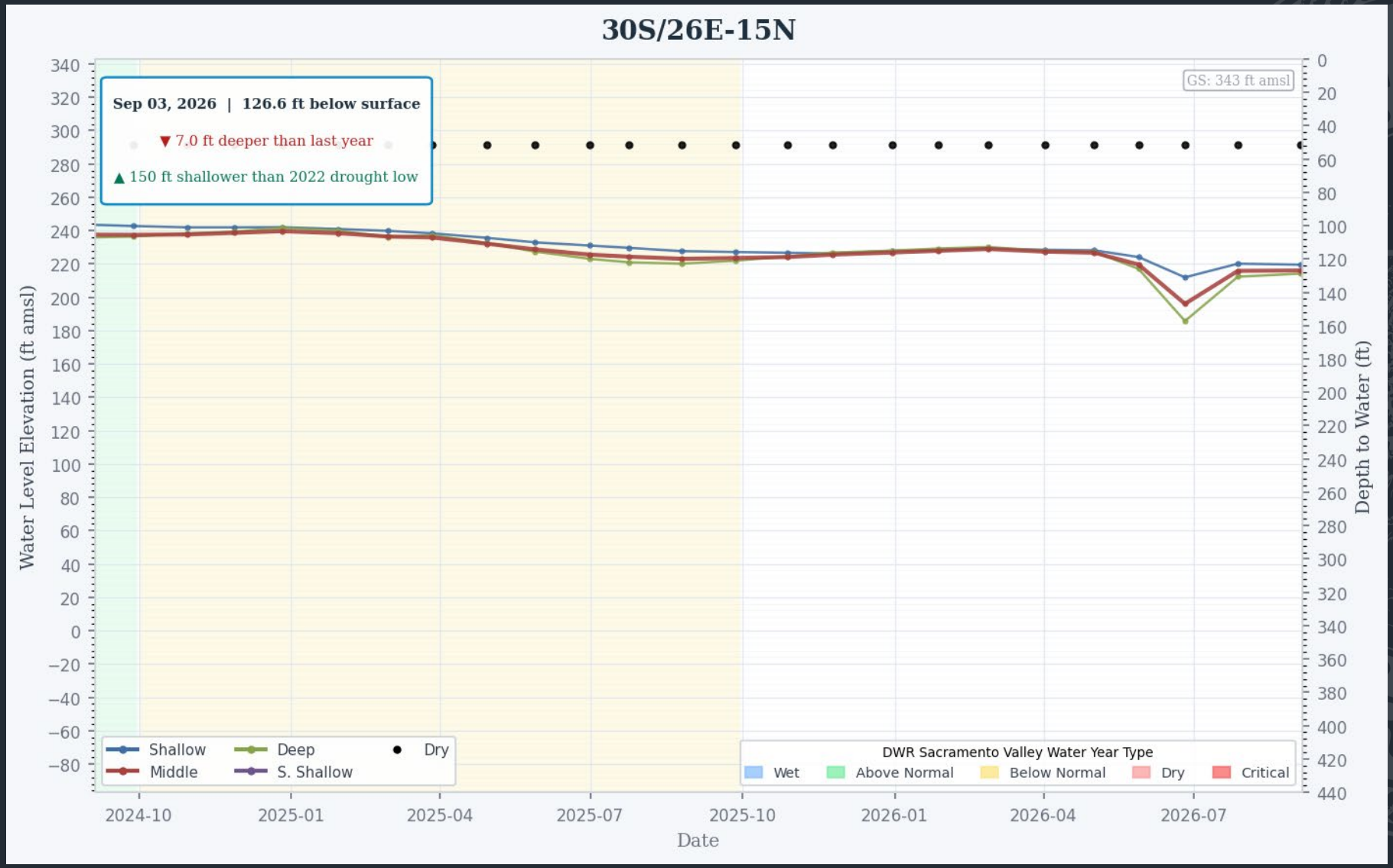
30S/26E-19B | 2800 Acres

Full Record | Middle aquifer interval | Current: 237.5 ft amsl | 89.0 ft below GS | vs last year: -10.7 ft



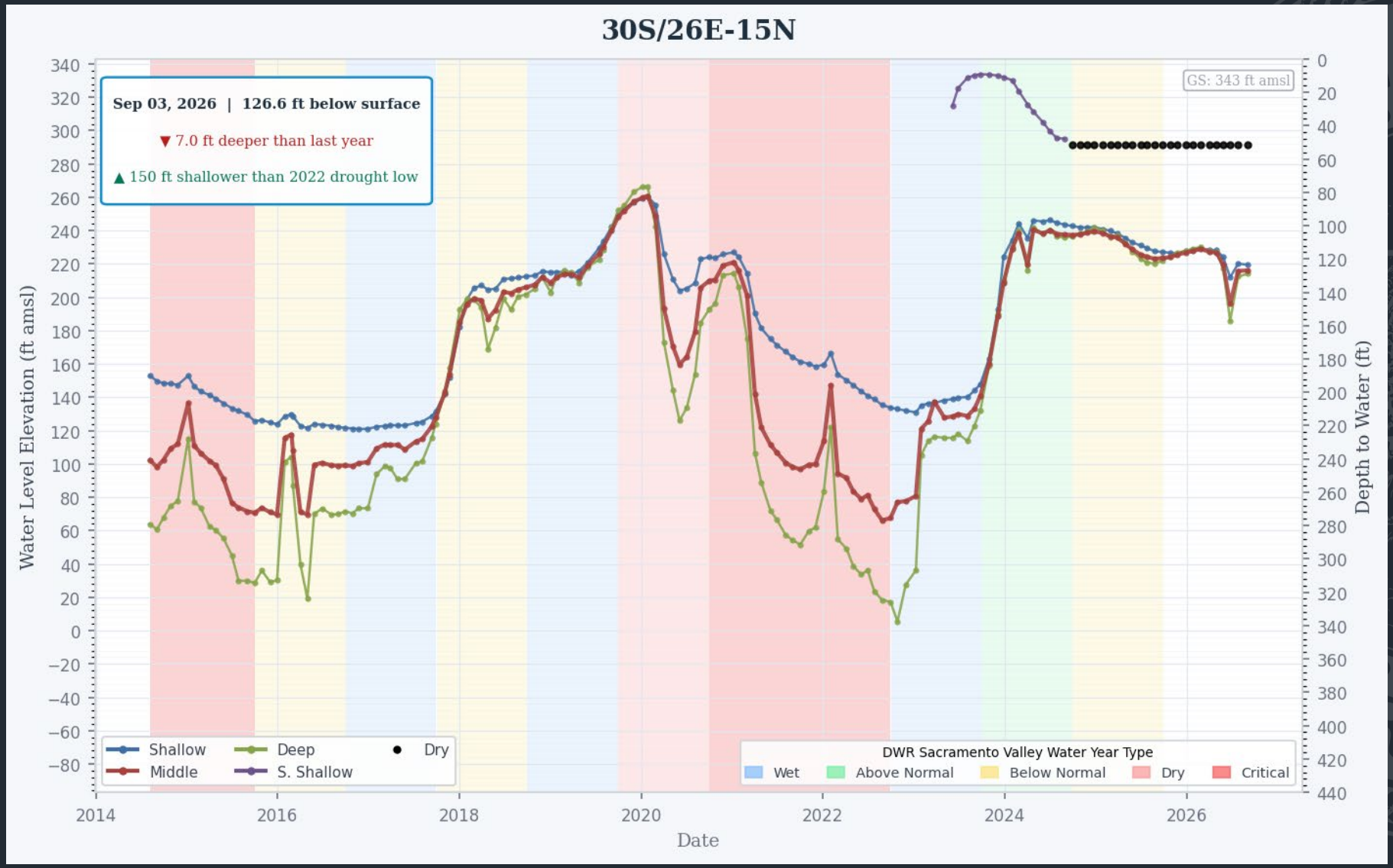
30S/26E-15N | Pioneer South

2-Year View | Middle aquifer interval | Current: 216.1 ft amsl | 126.6 ft below GS | vs last year: -7.0 ft



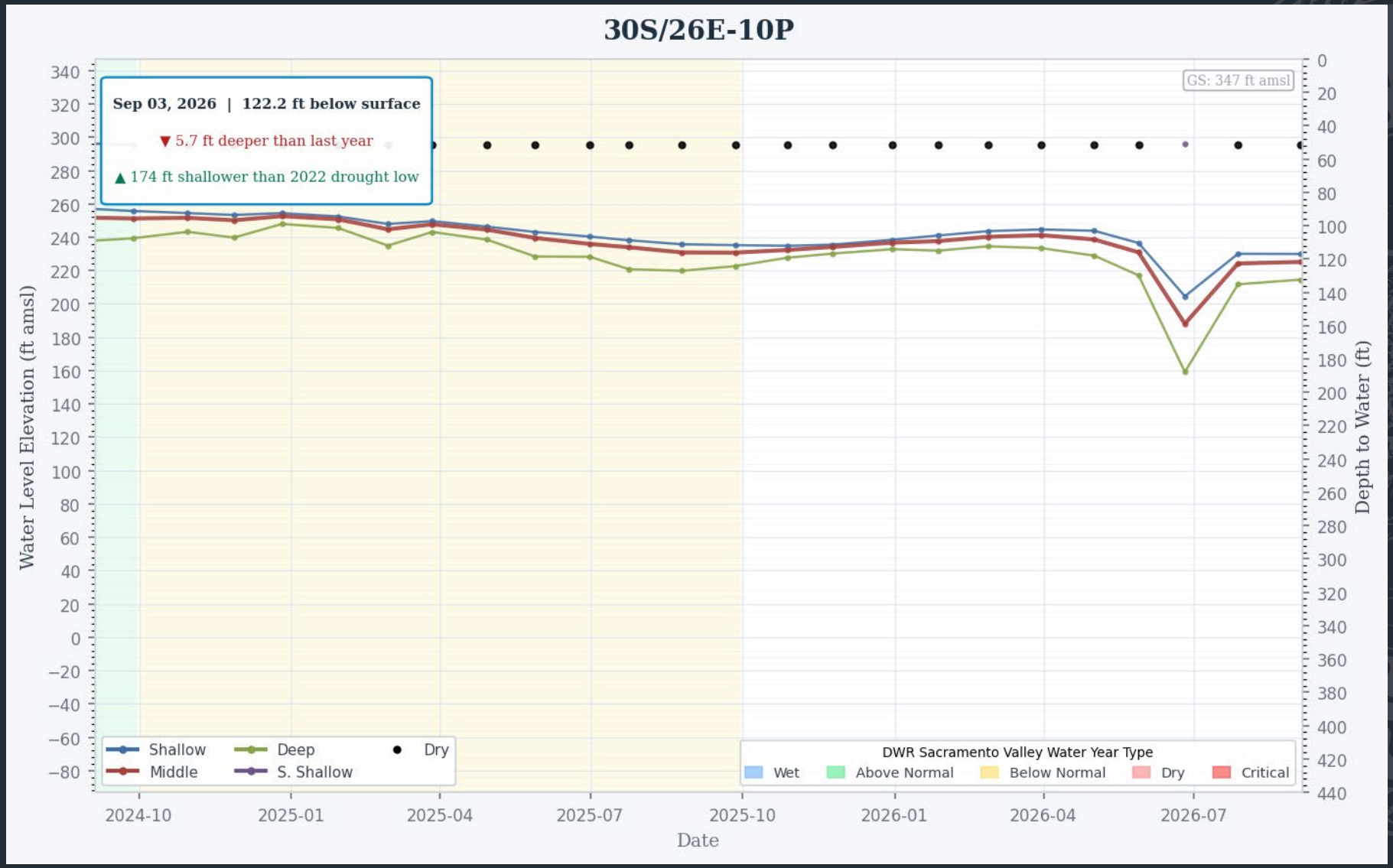
30S/26E-15N | Pioneer South

Full Record | Middle aquifer interval | Current: 216.1 ft amsl | 126.6 ft below GS | vs last year: -7.0 ft



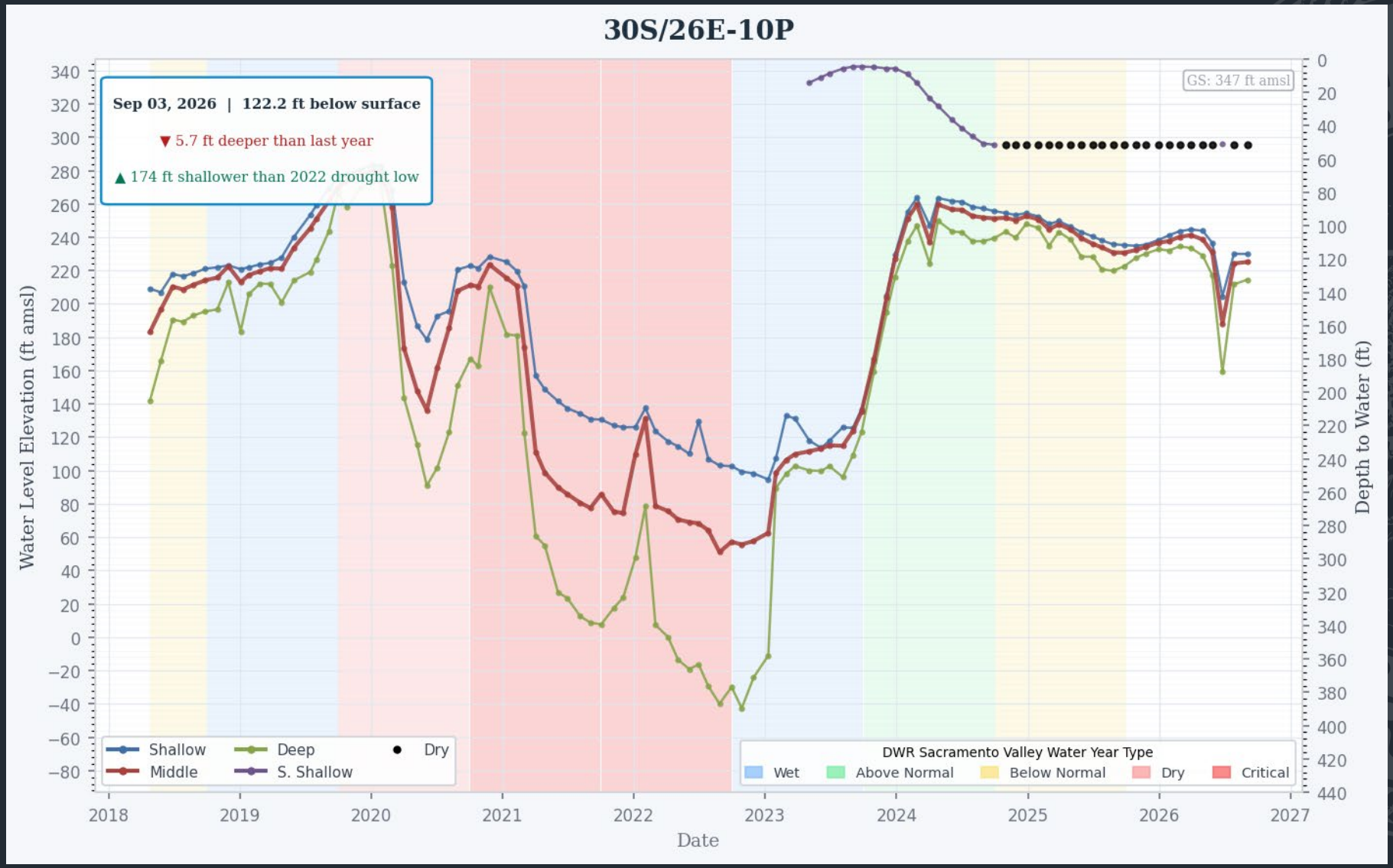
30S/26E-10P | Pioneer Central

2-Year View | Middle aquifer interval | Current: 225.2 ft amsl | 122.2 ft below GS | vs last year: -5.7 ft



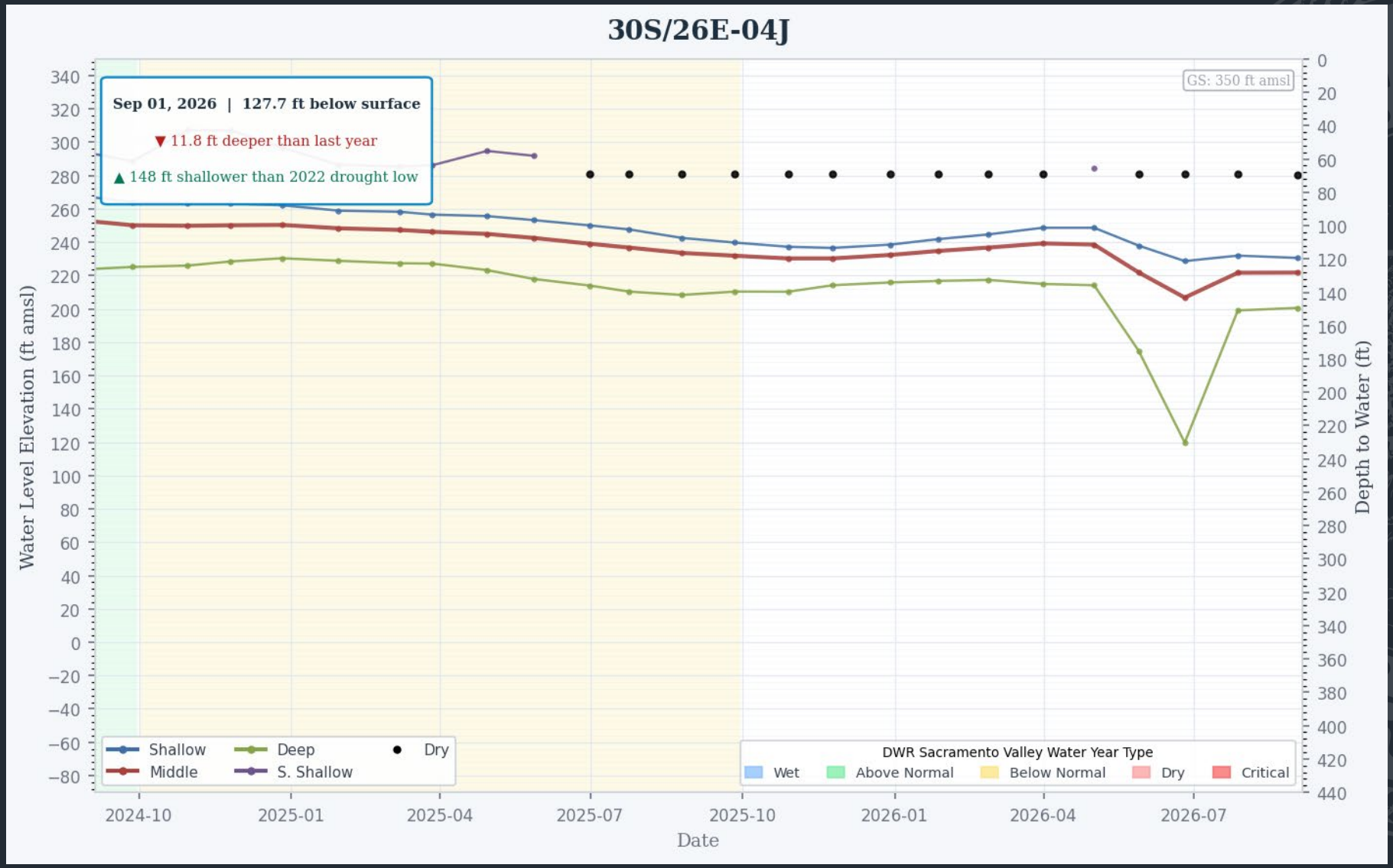
30S/26E-10P | Pioneer Central

Full Record | Middle aquifer interval | Current: 225.2 ft amsl | 122.2 ft below GS | vs last year: -5.7 ft



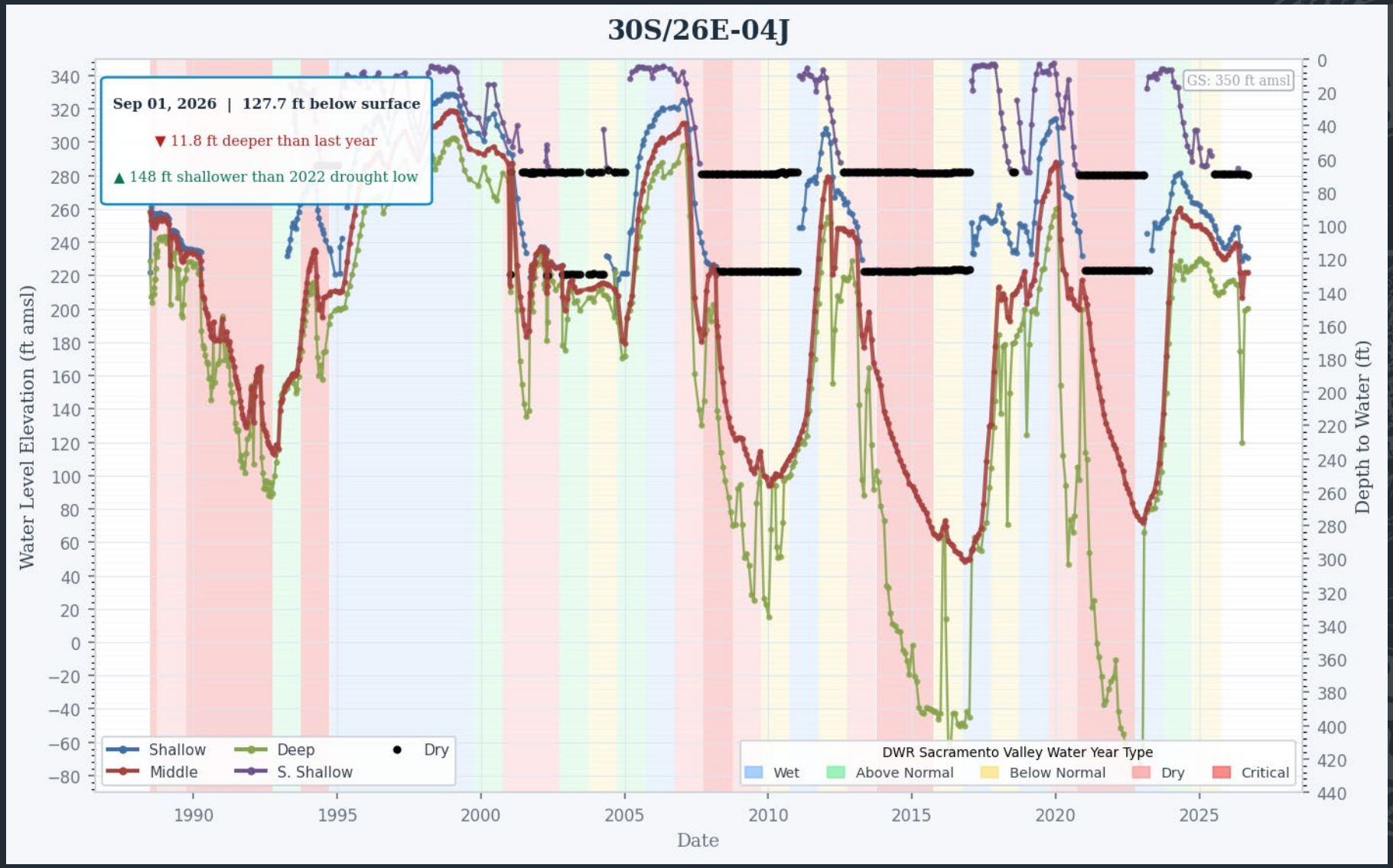
30S/26E-04J | Pioneer North

2-Year View | Middle aquifer interval | Current: 221.8 ft amsl | 127.7 ft below GS | vs last year: -11.8 ft



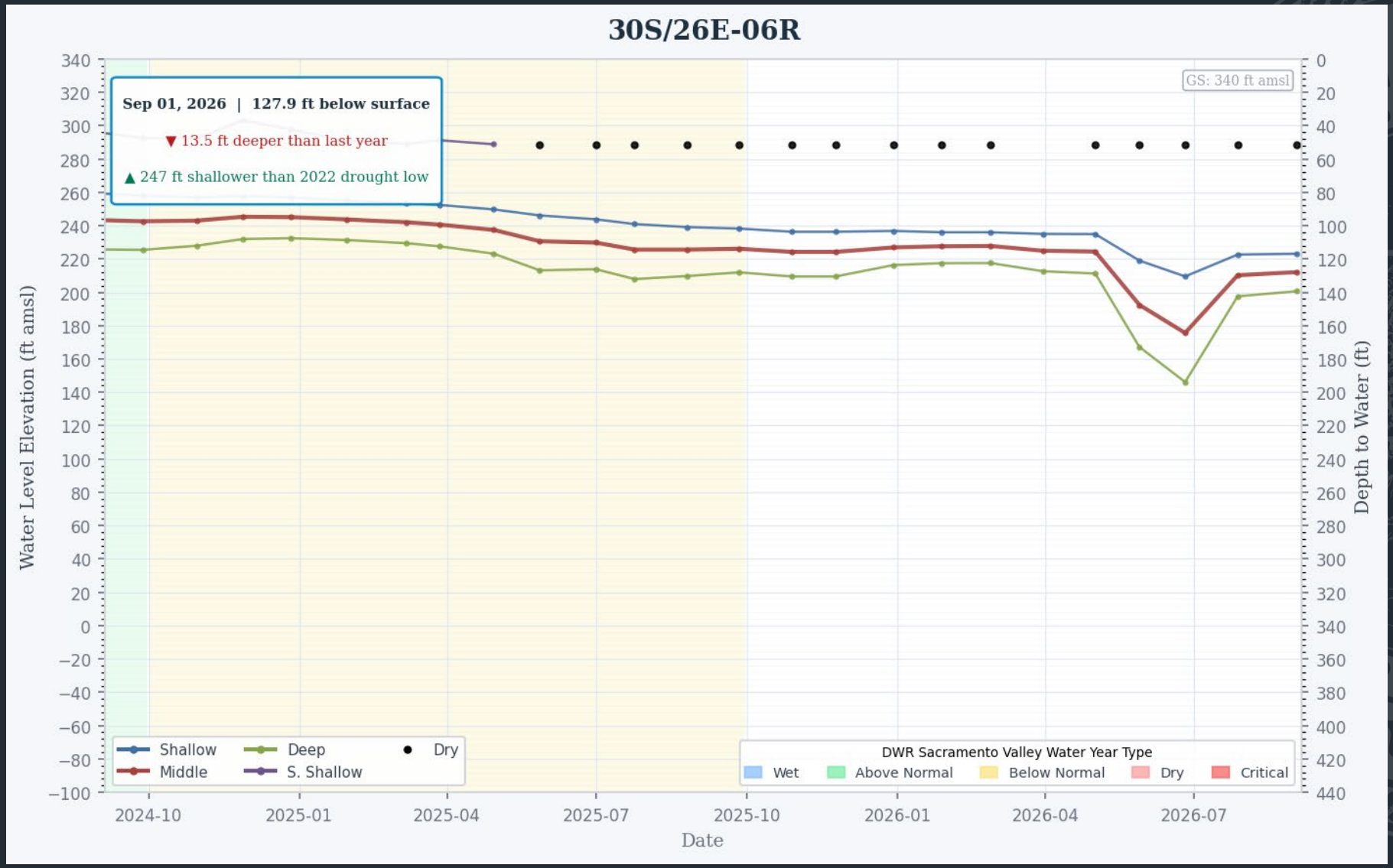
30S/26E-04J | Pioneer North

Full Record | Middle aquifer interval | Current: 221.8 ft amsl | 127.7 ft below GS | vs last year: -11.8 ft



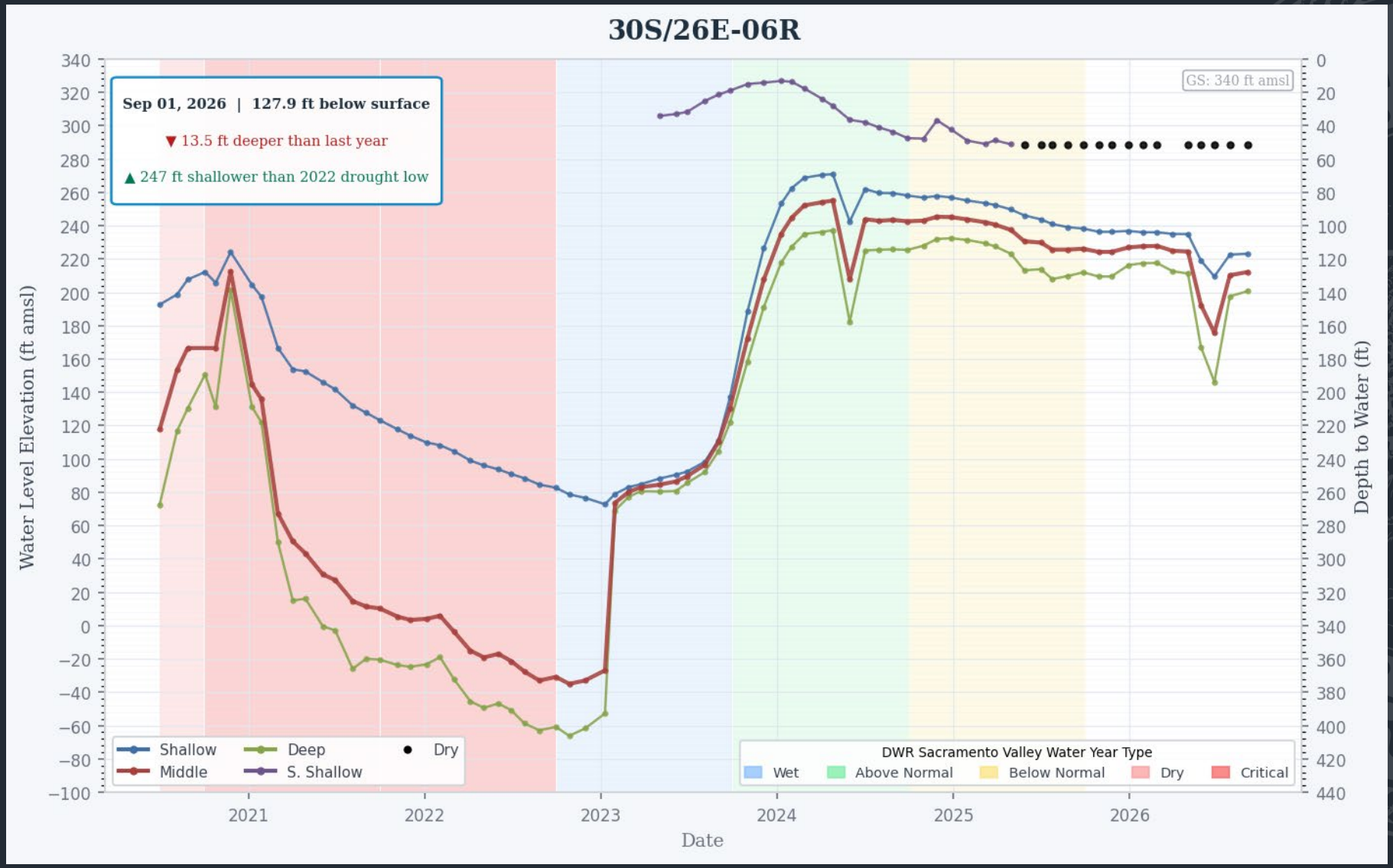
30S/26E-06R | Pioneer North

2-Year View | Middle aquifer interval | Current: 212.1 ft amsl | 127.9 ft below GS | vs last year: -13.5 ft



30S/26E-06R | Pioneer North

Full Record | Middle aquifer interval | Current: 212.1 ft amsl | 127.9 ft below GS | vs last year: -13.5 ft



Questions?

Kern County Water Agency
Engineering & Groundwater Services

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4b

FROM: Micah Clark

DATE: September 24, 2026

SUBJECT: Authorization to Amend the 2026 Pioneer Project Budget

Issue:
Consider amending the 2026 Pioneer Project Budget.

Recommended Motion:
Approve an amendment to the 2026 Pioneer Project Budget as outlined in the September 24, 2026 staff memorandum to the Water Resources Committee, Agenda Item No. 4b.

Discussion:
Pursuant to the Pioneer Project Participation Agreement, Kern County Water Agency (Agency) staff and the Pioneer Project Participants (Participants) Budget Subcommittee developed the 2026 Pioneer Project annual and capital project budgets (Budget), which were approved at the November 19, 2025 Agency Board of Directors meeting. Since this time, there has been a request to increase the annual Agriculture Energy Consumers Association membership fee to $16,500. This reflects an overall budget increase in the amount of $12,500.

The Participants and Agency staff recommend amending the 2026 Budget provided as Attachment 1. The Agency's share of the amended 2026 Pioneer Project annual budget is $423,772, an increase of $875 from the previously approved budget; however, no additional funds will be collected.

TABLE 1

9/9/2026

Pioneer Project
2026 Budget
Amended

	2025 Budget	Actual 8/31/2025	Anticipated 12/31/2025	Total 2025 Expense	Amount Remaining	2026 Budget
Administration (Table 2)…….….....	$ 1,343,700	$ 458,100	$ 261,900	$ 720,000	$ 623,700	$ 1,536,800
Recharge O&M (Table 3)……..…….….....	600,300	350,000	161,200	511,200	89,100	653,700
Recovery O&M (Table 4)…….….....	844,500	211,300	153,100	364,400	480,100	982,100
Subtotal	**2,788,500**	**1,019,400**	**576,200**	**1,595,600**	**1,192,900**	**3,172,600**
Replacement - Recharge Facilities (Table 5)…….....	3,086,000	87,100	545,800	632,800	2,453,200	3,234,500
Capital - Recharge Facilities (Table 6)…….....	1,498,000	64,400	542,100	606,500	891,500	1,236,000
Capital - Recovery Facilities (Table 7)…….....	87,000	2,100	15,000	17,100	69,900	87,000
Subtotal	**4,671,000**	**153,600**	**1,102,900**	**1,256,400**	**3,414,600**	**4,557,500**
**Total…….....	**$ 7,459,500**	**$ 1,173,000**	**$ 1,679,100**	**$ 2,852,000**	**$ 4,607,500**	**$ 7,730,100**

TABLE 2

9/9/2026

Pioneer Project
2026 Budget
Administration [1]
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 91,600**	**$ 24,226**	**$ 13,810**	**$ 38,036**	**$ 53,564**	**$ 91,600**
2. Operations							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
3. Maintenance [2]							
Subtotal		**150,500**	**109,082**	**35,040**	**144,122**	**6,378**	**281,500**
4. Administration [3]							
Subtotal		**181,300**	**54,465**	**58,572**	**113,037**	**68,263**	**127,050**
5. Professional Services [4]							
Subtotal		**6,000**	**-**	**-**	**-**	**6,000**	**14,250**
6. Structures and Improvements							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
7. Pioneer survey of record	Professional Services	**20,000**	**443**	**19,557**	**20,000**	**-**	**-**
8. Sustainable Groundwater Management Act							
	Agency Staff, Administration	200,000	139,748	69,900	209,648	(9,648)	268,400
	Professional Services	150,000	36,439	18,200	54,639	95,361	180,000
	Basin Coordination Fees	200,000	93,689	46,800	140,489	59,511	200,000
Subtotal		**550,000**	**269,876**	**134,900**	**404,776**	**145,224**	**648,400**
9. Property fencing - bike path							
	Agency Staff, Administration	31,300	-	-	-	31,300	34,000
	Professional Services	52,000	-	-	-	52,000	52,000
	Structures and Improvements [5]	261,000	-	-	-	261,000	288,000
Subtotal		**344,300**	**-**	**-**	**-**	**344,300**	**374,000**
Total		**$ 1,343,700**	**$ 458,100**	**$ 261,900**	**$ 720,000**	**$ 623,700**	**$ 1,536,800**

[1] This budget includes administration of leases, easements, storage accounts, budgets, attending meetings, collecting Kern Fan Monitoring Committee water levels and water quality and preparing or updating maps.

[2] Includes $1,300 for water quality sampling for the Kern Fan Monitoring Committee, $50,000 for peizometers, $80,000 for tree removal and $150,000 to mow one-half of Pioneer.

[3] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[4] Includes $6,000 for safety coordinator and $750 for public education and outreach consultant.

[5] Assumes $20/foot of 5-strand barbed wire with seven access gates (for a total of 9,000 feet). A 15 percent contingency is included for 2026.

TABLE 3

9/9/2026

Pioneer Project
2026 Budget
Recharge O&M [1,2]
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 71,500**	**$ 127,304**	**$ 72,650**	**$ 199,954**	**$ (128,454)**	**$ 170,000**
2. Operations [3]							
Subtotal		**3,000**	**3,500**	**1,750**	**5,250**	**(2,250)**	**5,500**
3. Maintenance [4]							
Subtotal		**171,500**	**6,755**	**3,050**	**9,805**	**161,695**	**181,900**
4. Administration [5]							
Subtotal		**174,300**	**83,364**	**81,190**	**164,554**	**9,746**	**181,300**
5. Professional Services [6]							
Subtotal		**55,000**	**5,038**	**2,520**	**7,558**	**47,442**	**62,500**
6. Structures and Improvements							
Subtotal		**125,000**	**124,069**	**-**	**124,069**	**931**	**-**
7. Recharge Optimization Study [7]							
	Agency Staff, Administration	-	-	-	-	-	2,500
	Professional Services	-	-	-	-	-	50,000
Subtotal		**-**	**-**	**-**	**-**	**-**	**52,500**
Total		**$ 600,300**	**$ 350,000**	**$ 161,200**	**$ 511,200**	**$ 89,100**	**$ 653,700**

[1] This budget includes administrative items and maintaning levees, roads, canals and channels as needed, pursuant to the annual levee inspection, maintenance and restoration program. Dredging of James Canal will be evaluated each year.

[2] The annual recharge operations and maintenance fee is $6 per acre-foot.

[3] Includes PG&E standby charges for the Section 4 pump.

[4] Includes maintenance of interbasin structures, electrical and mechanical repairs, parts and equipment.

[5] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[6] Includes $7,500 for database development, $4,000 for Avadine database and reporting, including software updates as needed, in addition to $51,000 for assistance with maintaining levees, roads, canals and channels as needed.

[7] Includes evaluation of potential recharge pond modifications based on the aerial photogrammetry results.

TABLE 4

9/9/2026

Pioneer Project
2026 Budget
Recovery O&M [1,2]
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 111,000**	**$ 79,259**	**$ 45,230**	**$ 124,489**	**$ (13,489)**	**$ 130,000**
2. Operations [3]							
Subtotal		**106,000**	**30,000**	**15,000**	**45,000**	**61,000**	**106,000**
3. Maintenance [4,5]							
Subtotal		**123,000**	**11,456**	**4,480**	**15,936**	**107,064**	**207,600**
4. Administration [6]							
Subtotal		**190,300**	**89,764**	**87,961**	**177,725**	**12,575**	**206,300**
5. Professional Services [7]							
Subtotal		**14,200**	**860**	**430**	**1,290**	**12,910**	**32,200**
6. Structures and Improvements [8]							
Subtotal		**300,000**	**-**	**-**	**-**	**300,000**	**300,000**
7. Arc Flash update [9]	Professional Services	**-**	**-**	**-**	**-**	**-**	**-**
Total		**$ 844,500**	**$ 211,300**	**$ 153,100**	**$ 364,400**	**$ 480,100**	**$ 982,100**

[1] This budget includes administrative items and maintaning electrical panels, flow meters, pumps, motors, pipelines, well efficiency, rodents, weeds and safety training.
[2] The annual recovery operations and maintenance fee is $40 per acre-foot.
[3] Includes PG&E power, standby and demand charges. Budget assumes starting all 38 wells during winter rates.
[4] Budget includes sampling of one-third of wells every three years and fourteen additional wells in 2026, along with electrical and mechanical repairs, chemicals, parts and equipment.
[5] Includes $60,000 for electrical breakers and/or soft starts and $30,000 for additional electrical equipment. Removed $55,000 for flow meter purchases pending the outcome of the system-wide meter study.
[6] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.
[7] Includes $7,500 for database development, $4,000 for Avadine database and reporting, including software updates as needed, in addition to $10,200 for well efficiency and discharge sand production testing.
[8] Two wells are planned for pump maintenance in 2026.
[9] Next Arc Flash update needed in 2028.

TABLE 5

9/9/2026

Pioneer Project
2026 Budget
Replacement - Recharge Facilities
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. Basin #9							
	Agency Staff, Administration	44,400	28,370	16,030	44,400	-	500
	Professional Services [1]	67,000	1,838	60,162	62,000	5,000	5,000
	Structures and Improvements	377,200	-	377,200	377,200	-	-
Subtotal		**488,600**	**30,208**	**453,392**	**483,600**	**5,000**	**5,500**
2. Nord Siphon Turnout [2]							
	Agency Staff, Administration	103,000	27,365	13,700	41,065	61,935	125,800
	Professional Services [3]	149,300	19,115	200	19,315	129,985	88,500
	Structures and Improvements	864,000	-	-	-	864,000	1,169,713
Subtotal		**1,116,300**	**46,480**	**13,900**	**60,380**	**1,055,920**	**1,384,013**
3. Spare Section 4 Pump [4]							
	Agency Staff, Administration	40,500	-	-	-	40,500	40,500
	Professional Services	40,000	-	-	-	40,000	40,000
	Structures and Improvements	365,000	-	-	-	365,000	365,000
Subtotal		**445,500**	**-**	**-**	**-**	**445,500**	**445,500**
4. North Pioneer West Basin Levee Repair							
	Agency Staff, Administration	65,600	785	10,500	11,285	54,315	75,700
	Professional Services [5]	64,000	-	33,000	33,000	31,000	76,000
	Structures and Improvements	592,000	-	-	-	592,000	680,800
Subtotal		**721,600**	**785**	**43,500**	**44,285**	**677,315**	**832,500**
5. Maintain and repair canals and structures as needed [6]							
	Agency Staff, Administration	-	2,355	3,200	5,555	(5,555)	74,000
	Professional Services [7]	44,000	7,234	31,766	39,000	5,000	53,000
	Structures and Improvements	270,000	-	-	-	270,000	440,000
Subtotal		**314,000**	**9,589**	**34,966**	**44,555**	**269,445**	**567,000**
Total		**$ 3,086,000**	**$ 87,100**	**$ 545,800**	**$ 632,800**	**$ 2,453,200**	**$ 3,234,500**

[1] Includes $13,000 for bid and construction support, $14,000 for materials testing and $40,000 for construction management services of the replacement of Basin 9 turnout (225 cfs) in 2025.

[2] Includes 50 percent of project costs, as the Kern Water Bank Authority has agreed to pay 50 percent.

[3] Includes $2,000 for biological services, $23,500 for bid and construction support, $15,000 for materials testing and $48,000 for construction management services in 2026.

[4] Delivery will take approximately one year from date of purchase.

[5] Includes $5,000 for design, $20,000 for materials testing, $16,000 for bid and construction support and $35,000 for construction management services in 2026.

[6] Includes funds for the replacement of interbasin structures in South Pioneer.

[7] Includes $5,000 for design, $25,000 for materials testing and $23,000 for bid and construction support in 2026. Construction management services will be handled by Agency staff.

TABLE 6

9/9/2026

Pioneer Project
2026 Budget
Capital Budget - Recharge Facilities
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. North Pioneer Section 4 East Basin Turnout							
	Agency Staff, Administration	18,600	15,685	2,915	18,600	-	500
	Professional Services [1]	47,000	508	41,492	42,000	5,000	5,000
	Structures and Improvements	139,400	-	139,400	139,400	-	-
Subtotal		**205,000**	**16,193**	**183,807**	**200,000**	**5,000**	**5,500**
2. McAllister/Central and South Pioneer Delivery Improvements							
	Agency Staff, Administration	4,000	8,676	4,300	12,976	(8,976)	10,000
	Professional Services	40,000	-	-	-	40,000	-
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**44,000**	**8,676**	**4,300**	**12,976**	**31,024**	**10,000**
3. Basin 11 Turnout/Low Flow Channel							
	Agency Staff, Administration	23,400	1,105	56,595	57,700	(34,300)	17,900
	Professional Services [2]	38,400	-	26,400	26,400	12,000	12,000
	Structures and Improvements [3]	195,500	-	28,500	28,500	167,000	167,000
Subtotal		**257,300**	**1,105**	**111,495**	**112,600**	**144,700**	**196,900**
4. North Pioneer West Basin Weir Plan							
	Agency Staff, Administration	90,200	34,122	17,100	51,222	38,978	93,100
	Professional Services [4]	55,900	4,327	14,000	18,327	37,573	84,900
	Structures and Improvements	845,600	-	211,400	211,400	634,200	845,600
Subtotal		**991,700**	**38,449**	**242,500**	**280,949**	**710,751**	**1,023,600**
Total		**$ 1,498,000**	**$ 64,400**	**$ 542,100**	**$ 606,500**	**$ 891,500**	**$ 1,236,000**

[1] 100 cfs turnout from Section 4 Pond 3 to East Basin. Includes $12,000 for materials testing, $13,000 for bid and construction support and $22,000 for construction management services in 2025.

[2] Includes construction management services for the Basin 11 Turnout. Low Flow Channel costs are not included as they will be reimbursed by the Kern Water Bank Authority.

[3] Includes construction of the Basin 11 Turnout. Low Flow Channel costs are not included as they will be reimbursed by the Kern Water Bank Authority.

[4] Includes $57,000 for construction management services, $15,400 for materials testing and $12,500 for bid support in 2026.

TABLE 7

9/9/2026

Pioneer Project
2026 Budget
Capital Budget - Recovery Facilities
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. Groundwater transducer	Purchase	**$ 5,000**	**$ -**	**$ -**	**$ -**	**$ 5,000**	**$ 5,000**
2. Well site easements	Consultant	**7,000**	**-**	**-**	**-**	**7,000**	**7,000**
3. Metering Study [1]							
	Agency Staff, Administration	19,000	2,070	3,000	5,070	13,930	19,000
	Professional Services	56,000	-	12,000	12,000	44,000	56,000
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**75,000**	**2,070**	**15,000**	**17,070**	**57,930**	**75,000**
Total		**$ 87,000**	**$ 2,100**	**$ 15,000**	**$ 17,100**	**$ 69,900**	**$ 87,000**

[1] Includes evaluation of the condition of existing meters and potential system-wide improvements.

TABLE 8

Pioneer Project
Annual Budget by Participant
2026

Participant	Administration			Recharge O&M			Recovery O&M [1]			Capital - Recharge		
	60%	40%	Total	60%	40%	Total	60%	40%	Total	60%	40%	Total
Belridge WSD	91,440	60,960	152,400	38,895	25,930	64,825	91,976	63,294	155,270			0
Berrenda Mesa WD	91,440	60,960	152,400	38,895	25,930	64,825	91,976	63,294	155,270			0
Improvement District No. 4	53,788	35,858	89,646	22,880	15,253	38,133	54,104	37,232	91,336			0
Lost Hills WD	80,682	53,788	134,470	34,319	22,880	57,199	81,156	55,847	137,003			0
Semitropic WSD	75,303	50,202	125,505	32,031	21,354	53,385	75,745	52,124	127,869			0
Tejon-Castac WD	5,379	3,585	8,964	2,288	1,525	3,813	5,410	3,723	9,133			0
Wheeler Ridge-Maricopa WSD	139,848	93,232	233,080	59,487	39,658	99,145	140,670	96,802	237,472			0
Kern County Water Agency	76,840	51,227	128,067	32,685	21,790	54,475	40,723	28,024	68,747			0
Buena Vista WSD	76,840	51,227	128,067	32,685	21,790	54,475			0	185,400	123,600	309,000
Henry Miller WD	76,840	51,227	128,067	32,685	21,790	54,475			0	185,400	123,600	309,000
Kern Delta WD	76,840	51,227	128,067	32,685	21,790	54,475			0	185,400	123,600	309,000
Rosedale-Rio Bravo WSD	76,840	51,227	128,067	32,685	21,790	54,475			0	185,400	123,600	309,000
Total	**922,080**	**614,720**	**1,536,800**	**392,220**	**261,480**	**653,700**	**581,760**	**400,340**	**982,100**	**741,600**	**494,400**	**1,236,000**

[1] Recovery O&M includes KCWA recovery of seven percent of its Reserved Right.

TABLE 9

Pioneer Project
Annual Budget by Participant
2026

Participant	Replacement - Recharge [1]						Capital - Recovery			Total		
	Budget	Credit [2]	Balance	60%	40%	Total	60%	40%	Total	60%	40%	Total
Belridge WSD……	333,585	10,938	322,647	177,122	145,525	322,647	8,874	5,916	14,790	408,307	301,625	709,932
Berrenda Mesa WD……	258,831	8,690	250,141	137,226	112,915	250,141	8,874	5,916	14,790	368,411	269,015	637,426
Improvement District No. 4……	75,727	0	75,727	42,692	33,035	75,727	5,220	3,480	8,700	178,684	124,858	303,542
Lost Hills WD……	358,505	1,590	356,915	200,518	156,397	356,915	7,830	5,220	13,050	404,505	294,132	698,637
Semitropic WSD……	200,988	826	200,162	112,482	87,680	200,162	7,308	4,872	12,180	302,869	216,232	519,101
Tejon-Castac WD……	5,125	48	5,077	2,842	2,235	5,077	522	348	870	16,441	11,416	27,857
Wheeler Ridge-Maricopa WSD…	278,423	0	278,423	156,962	121,461	278,423	13,572	9,048	22,620	510,539	360,201	870,740
Kern County Water Agency……	172,483	0	172,483	97,238	75,245	172,483			0	247,486	176,286	423,772
Buena Vista WSD……	440,252	210	440,042	247,983	192,059	440,042			0	542,908	388,676	931,584
Henry Miller WD……	249,035	0	249,035	140,394	108,641	249,035			0	435,319	305,258	740,577
Kern Delta WD……	260,951	0	260,951	147,112	113,839	260,951			0	442,037	310,456	752,493
Rosedale-Rio Bravo WSD……	600,595	1,460	599,135	337,127	262,008	599,135			0	632,052	458,625	1,090,677
Total	**3,234,500**	**23,762**	**3,210,738**	**1,799,698**	**1,411,040**	**3,210,738**	**52,200**	**34,800**	**87,000**	**4,489,558**	**3,216,780**	**7,706,338**

[1] Replacement - Recharge allocation based upon proportionate share of historic replacement fees collected through 2024.
[2] Recharge Replacement Reserve credit of $23,762 applied to applicable Participants in 2026.

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4c

FROM: Micah Clark

DATE: September 24, 2026

SUBJECT: Authorization to Amend the 2026 Berrenda Mesa Joint Water Banking Project Budget

Issue:
Consider amending the 2026 Berrenda Mesa Joint Water Banking Project Budget.

Recommended Motion:
Approve an amendment to the 2026 Berrenda Mesa Joint Water Banking Project Budget as outlined in the September 24, 2026 staff memorandum to the Water Resources Committee, Agenda Item No. 4 c.

Discussion:
Pursuant to the Berrenda Mesa Project Agreement, Kern County Water Agency (Agency) staff and the Berrenda Mesa Project Participants (Participants) Budget Subcommittee developed the 2026 Berrenda Mesa Joint Water Banking Project Budgets (Budget), which were approved at the November 19, 2025 Agency Board of Directors meeting. Since this time, there has been a request to increase the annual Agriculture Energy Consumers Association membership fee to $4,500. This reflects an overall budget increase in the amount of $2,700.

The Participants and Agency staff recommend amending the 2026 Budget provided as Attachment 1. These costs are reimbursed by the Participants and there is no fiscal impact to the Agency.

TABLE 1

9/9/2026

Berrenda Mesa Project
2026 Budget
Amended

	2025 Budget	Actual 8/31/2025	Anticipated 12/31/2025	Total 2025 Expense	Amount Remaining	2026 Budget
Administration (Table 2)…….…….	$ 165,100	$ 70,100	$ 50,800	$ 120,900	$ 44,200	$ 236,600
Recharge O&M (Table 3)…….……	61,500	29,300	26,200	55,400	6,100	70,900
Recovery O&M (Table 4)……...	330,200	83,700	53,600	137,300	192,900	417,800
Subtotal	**556,800**	**183,100**	**130,600**	**313,600**	**243,200**	**725,300**
Capital (Table 5)…….....	27,000	1,300	6,600	7,900	19,100	69,000
**Total…….....	**$ 583,800**	**$ 184,400**	**$ 137,200**	**$ 321,500**	**$ 262,300**	**$ 794,300**

TABLE 2

9/9/2026

Berrenda Mesa Project
2026 Budget
Administration [1]
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 24,200**	**$ 5,964**	**$ 3,430**	**$ 9,394**	**$ 14,806**	**$ 24,200**
2. Operations							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
3. Maintenance [2]							
Subtotal		**80,600**	**41,000**	**21,000**	**62,000**	**18,600**	**150,650**
4. Administration [3]							
Subtotal		**52,800**	**23,143**	**24,649**	**47,792**	**5,008**	**54,250**
5. Professional Services [4]							
Subtotal		**7,500**	**-**	**1,750**	**1,750**	**5,750**	**7,500**
6. Structures and Improvements							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
Total		**$ 165,100**	**$ 70,100**	**$ 50,800**	**$ 120,900**	**$ 44,200**	**$ 236,600**

[1] This budget includes administration of leases, easements, storage accounts, budgets, attending meetings, maintenance collecting Kern Fan Monitoring Committee water levels and water quality and preparing or updating maps.

[2] Includes $650 for water quality sampling for the Kern Fan Monitoring Committee, $50,000 for tree removal and $100,000 for weed maintenance in 2026.

[3] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[4] Includes $500 for mapping, $2,000 for safety coordinator and $5,000 for biological services.

TABLE 3

9/9/2026

Berrenda Mesa Project
2026 Budget
Recharge O&M [1,2]
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 8,300**	**$ 6,381**	**$ 3,640**	**$ 10,021**	**$ (1,721)**	**$ 11,900**
2. Operations							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
3. Maintenance							
Subtotal		**-**	**137**	**-**	**137**	**(137)**	**-**
4. Administration [3]							
Subtotal		**50,300**	**22,328**	**22,310**	**44,638**	**5,662**	**51,100**
5. Professional Services [4]							
Subtotal		**2,900**	**416**	**210**	**626**	**2,274**	**7,900**
6. Structures and Improvements							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
Total		**$ 61,500**	**$ 29,300**	**$ 26,200**	**$ 55,400**	**$ 6,100**	**$ 70,900**

[1] This budget includes administrative items and maintaning levees, roads, canals and channels as needed.

[2] The annual recharge operations and maintenance fee is $5 per acre-foot.

[3] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[4] Includes $5,000 for database development, $2,000 for Avadine database and reporting, including software updates as needed, in addition to $900 for assistance with maintaining levees, roads, canals and channels as needed.

TABLE 4

9/9/2026

Berrenda Mesa Project
2026 Budget
Recovery O&M [1,2]
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 40,000**	**$ 39,741**	**$ 22,700**	**$ 62,441**	**$ (22,441)**	**$ 74,000**
2. Operations [3]							
Subtotal		**27,000**	**3,198**	**1,600**	**4,798**	**22,202**	**27,000**
3. Maintenance [4]							
Subtotal		**52,600**	**9,713**	**4,900**	**14,613**	**37,987**	**94,400**
4. Administration [5]							
Subtotal		**58,600**	**30,607**	**24,242**	**54,849**	**3,751**	**65,400**
5. Professional Services [6]							
Subtotal		**2,000**	**416**	**200**	**616**	**1,384**	**7,000**
6. Structures and Improvements [7]							
Subtotal		**150,000**	**-**	**-**	**-**	**150,000**	**150,000**
7. Arc Flash Update [8]	Professional Services	**-**	**-**	**-**	**-**	**-**	**-**
Total		**$ 330,200**	**$ 83,700**	**$ 53,600**	**$ 137,300**	**$ 192,900**	**$ 417,800**

[1] This budget includes administrative items and maintaning electrical panels, flow meters, pumps, motors, pipelines, well efficiency, rodents, weeds and safety training.

[2] The annual recovery operations and maintenance fee is $30 per acre-foot.

[3] Includes PG&E power, standby and demand charges. Budget assumes starting 12 wells during winter rates.

[4] Includes Title 22 and bacterial testing on eight wells, electrical and mechanical repairs, chemicals, parts and equipment.

[5] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[6] Includes $5,000 for database development, $2,000 for Avadine database and reporting, including software updates as needed.

[7] Preventative well maintenance/rehabiliation occurs during non-recovery years, based on run time and includes maintenance of well casings.

[8] Next Arc Flash update needed in 2028.

TABLE 5

9/9/2026

Berrenda Mesa Project
2026 Budget
Capital (BMWD Only)
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2025	**Actual**	**Anticipated**	**Total**	**Amount**	**2026**
Activity	**Description**	**Budget**	**8/31/2025**	**12/31/2025**	**2025 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	$ -	$ -	$ -	$ -	$ -	$ -
2. Operations							
Subtotal		-	-	-	-	-	-
3. Maintenance							
Subtotal		-	-	-	-	-	-
4. Administration							
Subtotal		-	-	-	-	-	-
5. Professional Services							
Subtotal		-	-	-	-	-	-
6. Structures and Improvements							
Subtotal		-	-	-	-	-	-
7. Property fencing [1]							
Subtotal		-	-	-	-	-	-
8. Metering Study [2]							
	Agency Staff, Administration	7,000	1,252	1,630	2,882	4,118	7,000
	Professional Services	20,000	-	5,000	5,000	15,000	20,000
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**27,000**	**1,252**	**6,630**	**7,882**	**19,118**	**27,000**
9. Recharge Optimization Study [3]							
	Agency Staff, Administration	-	-	-	-	-	2,000
	Professional Services	-	-	-	-	-	40,000
	Structures and Improvements	-	-	-	-	-	-
Subtotal		-	-	-	-	-	**42,000**
Total		**$ 27,000**	**$ 1,300**	**$ 6,600**	**$ 7,900**	**$ 19,100**	**$ 69,000**

[1] Participants have requested that all fencing projects be put on hold until 2027.
[2] Includes evaluation of the condition of existing meters and potential system-wide improvements.
[3] Includes evaluation of potential recharge pond modifications based on the aerial photogrammetry results.

TABLE 6

Berrenda Mesa Project
Annual Budget by Participant
2026

Participant	Administration			Recharge O&M			Recovery O&M			Capital			Total		
	60%	40%	Total	60%	40%	Total	60%	40%	Total	60%	40%	Total	60%	40%	Total
Berrenda Mesa WD……	141,960	94,640	236,600	42,540	28,360	70,900	151,678	102,763	254,441	41,400	27,600	69,000	377,578	253,363	630,941
Belridge WSD……	0	0	0	0	0	0	28,517	19,321	47,838	0	0	0	28,517	19,321	47,838
Lost Hills WD……	0	0	0	0	0	0	24,582	16,654	41,236	0	0	0	24,582	16,654	41,236
Wheeler Ridge-Maricopa WSD…	0	0	0	0	0	0	44,283	30,002	74,285	0	0	0	44,283	30,002	74,285
Total	141,960	94,640	236,600	42,540	28,360	70,900	249,060	168,739	417,800	41,400	27,600	69,000	474,960	319,340	794,300

Cross Valley Canal Committee

MEMORANDUM

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 3

FROM: Kassidy Frey

DATE: September 24, 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 August 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
SEPTEMBER 2026

CROSS VALLEY CANAL

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

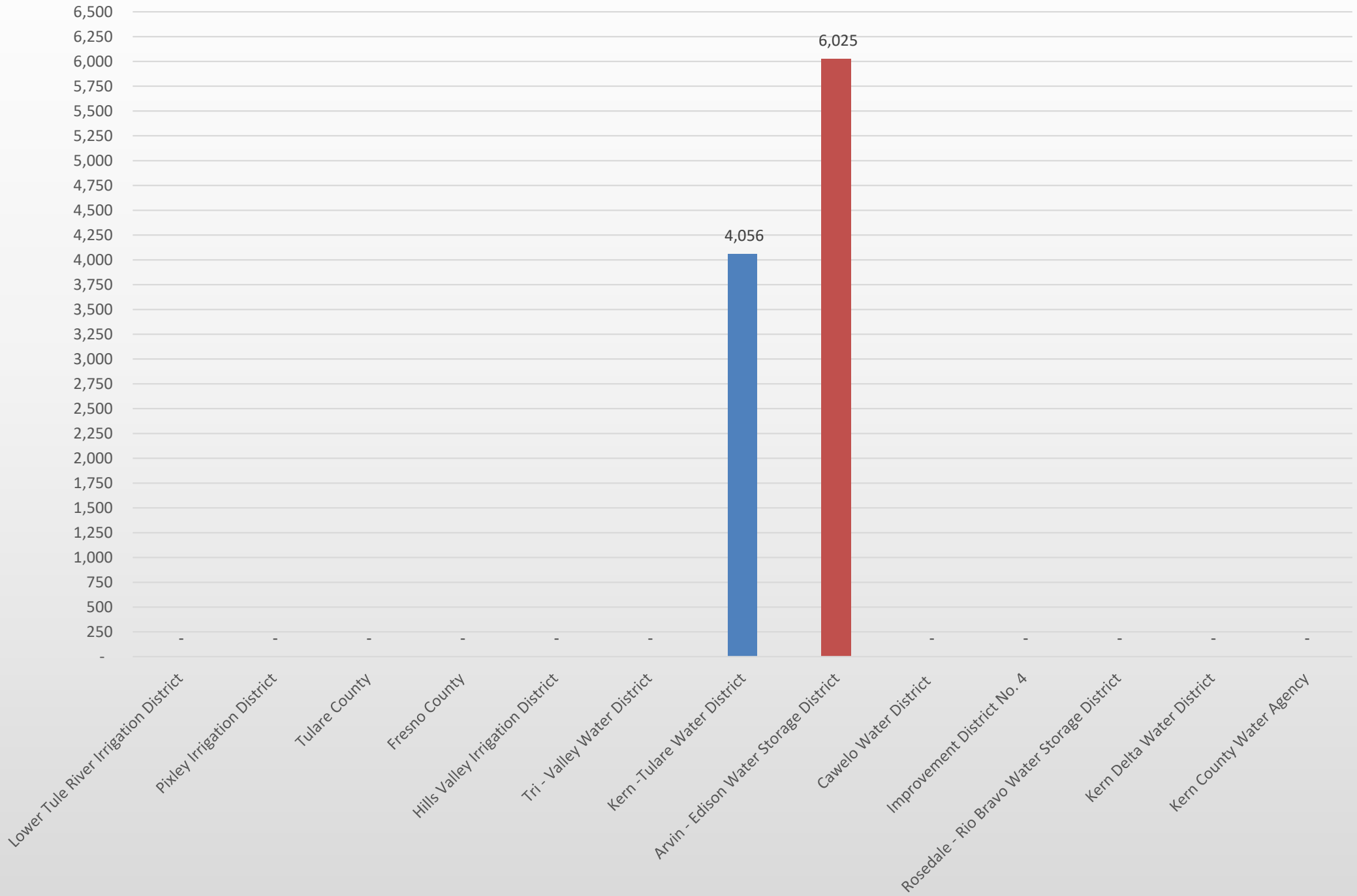
Deliveries by Turnout:	GW (AF)	Pioneer Inlet Kern River (AF)	CVC Total (AF)
CA Aqueduct Pump-In	803	-	803
Arvin-Edison Turnout	205	5,782	5,987
Friant-Kern Canal Pump-in		3,205	3,205
Lined Losses - Pools 1-6	34	52	86
Total	1,042	9,039	10,081

MAINTENANCE AND REPAIRS
- De-energized pump 6N (600 HP) at CVC Pumping Plant No. 6B for testing;
- Escorted biologists for biological survey in Pool 4 of the CVC;
- Escorted contractor for CVC Pumping Plant 'A' semi-annual roof inspections;
- Sealed the River Turnout No. 1 stop logs;
- Pumped excess water and removed mussels at River Turnout No. 4;
- Pulled trash racks at CVC Pumping Plant No. 4B for mussel cleaning;
- Poured concrete for CVC Operations and Maintenance (O&M) Center motor storage pad;
- Reset the Friant flow meter;
- Pumped excess water from all fourPacific Gas and Electric siphons and removed mussels;
- Power washed and removed mussels from pumps and forebay walls at CVC Pumping Plant No. 4B;
- Removed sediment out of CVC Pool 4;
- Replaced the fuel pump on the Gradall excavator;
- Performed pumping plant air conditioner preventative maintenance;
- Escorted Supervisory Control and Data Acquisition (SCADA) design engineers on a tour of CVC pumping plants;
- 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 O&MCenter;

- 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.

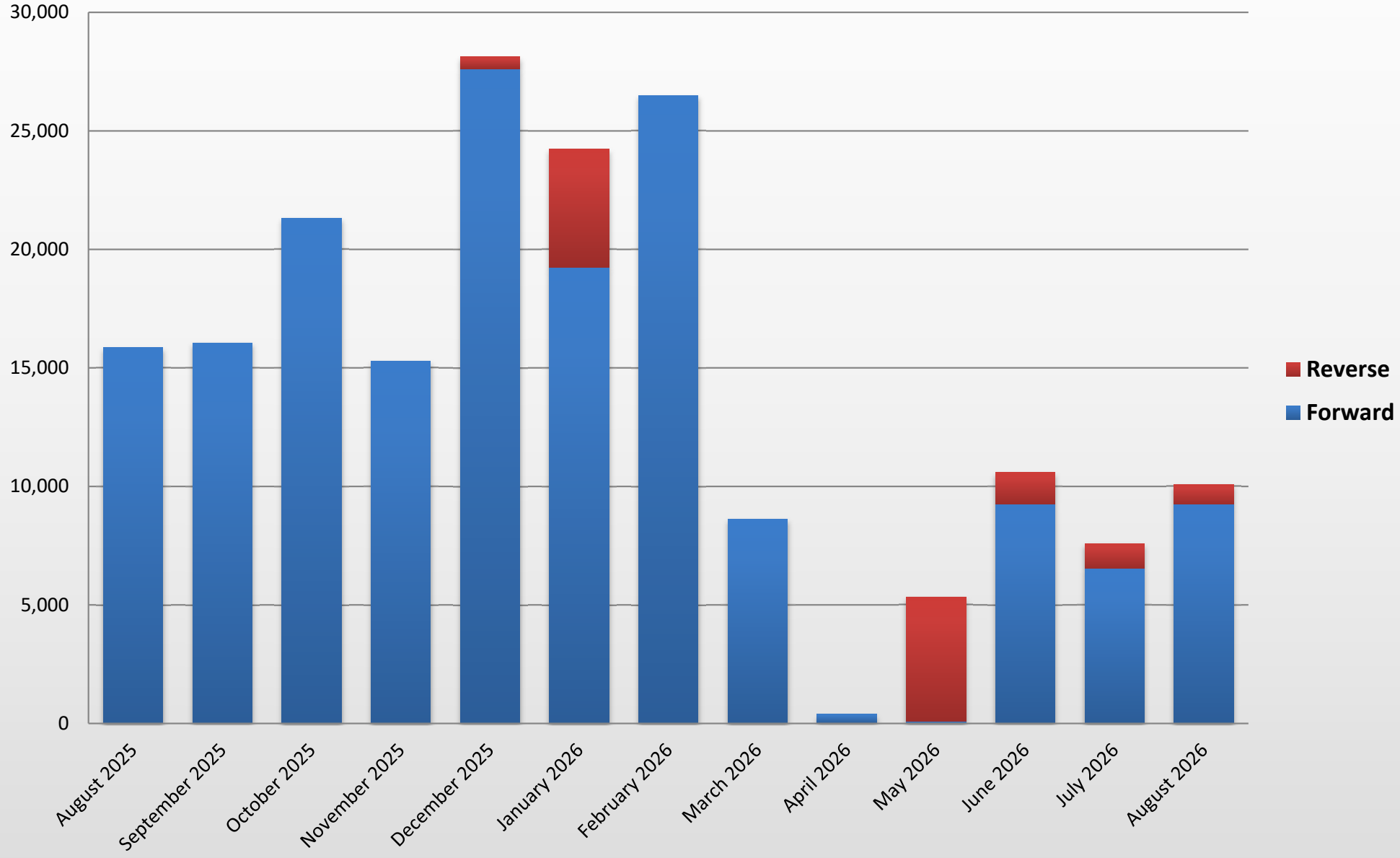
Attachment 2

Cross Valley Canal
August 2026 Deliveries
Total Deliveries 10,081 af



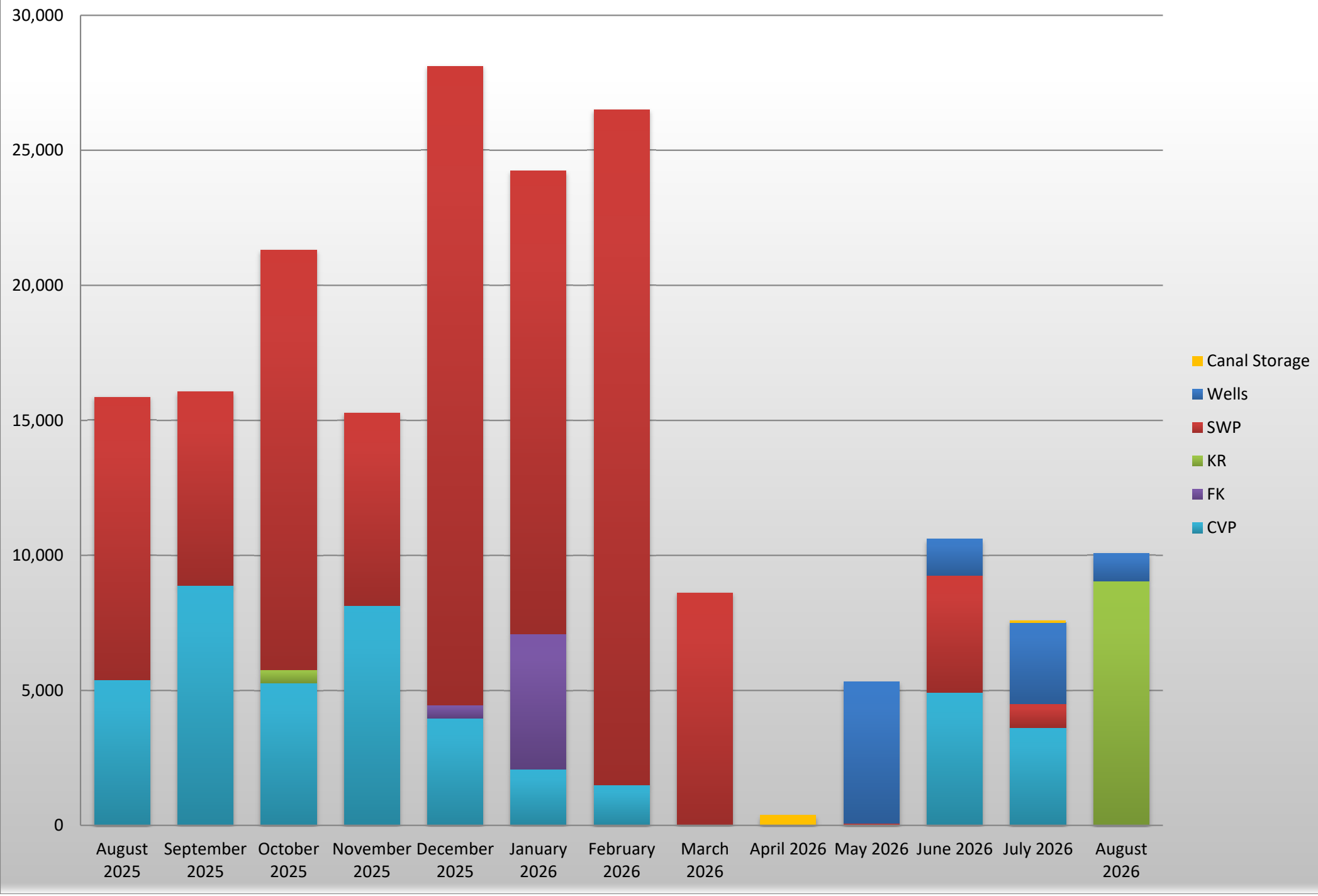
Attachment 3

Cross Valley Canal
Twelve Month Delivery by Direction

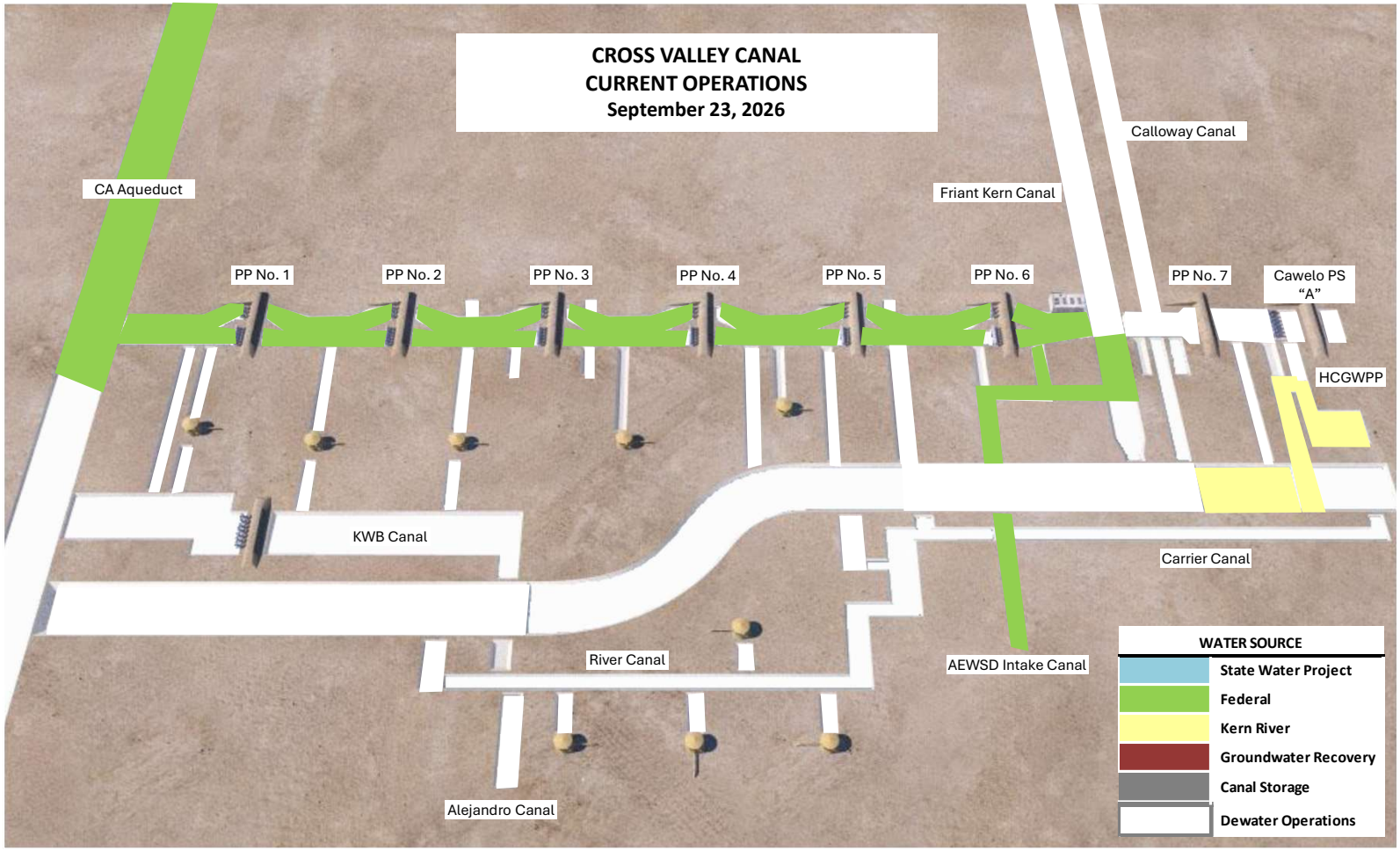


Attachment 3

Cross Valley Canal
Twelve Month Delivery by Source



Attachment 4



Cross Valley Canal

Pump and Flow Configuration

Last Updated on September 11, 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

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 4

FROM: Kassidy Frey

DATE: September 24, 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 $35,400 as outlined in the September 24, 2026 staff memorandum to the Cross Valley Canal Committee, Agenda Item No. 4.

Discussion:
The 2026 Cross Valley Canal Operations and Maintenance (O&M) Budget (Budget) includes $15,000 in Association and Professional Membership Fees, including $7,600 for the Agricultural Energy Consumers Association (AECA). AECA has requested the Agency to renew its membership contribution that reflects one quarter of one percent of annual CVC energy costs. Agency staff recommend increasing the Association and Professional Membership Fees line item in the 2026 O&M Budget from $15,000 to $25,400 to cover the costs of renewing the Agency's AECA membership contribution.

The 2026 CVC Budget also includes $1,295,000 in Structures and Improvements, including $200,000 for the CVC Liner Repair. The budgeted amount was based on predicted shutdown operations for multiple pools. The budgeted amount was expended on Pool 4 liner repairs; however, Agency staff have identified the need for repairs to the Pool 3 liner due to the recent appearance of new deformities. Due to anticipated high-flow operations, Agency staff recommend immediate repair of the Pool 3 liner. If the Pool 3 liner is not repaired prior to high-flow operations, the CVC will continue to be operational; however, additional liner damage is likely and future repair costs, while unknown, will be significantly higher.

Agency staff recommend increasing the Structures and Improvements line item in the 2026 O&M Budget from $1,295,000 to $1,320,000 to cover the costs of repairing the Pool 3 liner.

Approval of the amendment to the 2026 O&M Budget authorizes:

(1) the expenditure of an additional $10,400 for AECA membership dues;
(2) the expenditure of an additional $25,000 to repair the Pool 3 liner.

This item was discussed and recommended by the CVC Advisory Committee at the September 23, 2026 meeting.

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

	2022		2023		2024		2025			2026	%
Description	Approved Budget	Actual Expenses	Approved Budget	Actual Expenses	Approved Budget	Actual Expenses	Approved Budget	Expenses @ 09/30/25	Estimated Exp. @ 12/31/25	**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	1,683,000	103.9%
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	25,400	69.3%
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	$8,121,300	18.4%

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
									A		B	B / A	C	C / A
EMPLOYEE SALARIES														
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%**	**1,320,000**	**198.3%**
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%**	**1,683,000**	**103.9%**
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
									A		B	B / A	C	C / A
PROFESSIONAL SERVICES														
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%**	**25,400**	**69.3%**
	TOTAL ASSOC. FEES		14,200	9,636	15,000	10,381	15,000	9,187	**15,000**	**11,056**	**15,000**	**0.0%**	**25,400**	**69.3%**
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%**	**$8,121,300**	**18.4%**

[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.

* 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
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 Pool 7 Invert, Pool 3 Liner Repair, AECA Membership Costs [3,4,5]	2026 Integrated Canal Est. Collected Annual O&M Costs	2026 Integrated Canal First-Fourth Quarter O&M Costs
FRESNO-TULARE GROUP							
Lower-Tule River I.D.	7.91%	$ 539,611	$ 73,088	$ 33,222	$ 3,016	$ 430,285	$ 107,571
Pixley I.D.	7.91%	539,611	73,088	33,222	3,016	430,285	107,571
County of Tulare	0.76%	51,846	7,023	3,192	290	41,341	10,336
County of Fresno	0.76%	51,846	7,023	3,192	290	41,341	10,336
Hills Valley I.D.	0.55%	37,520	5,082	2,310	210	29,918	7,480
Tri-Valley W.D.	0.25%	17,056	2,310	1,050	95	13,601	3,400
Sub-Total F-T Group	18.14%	1,237,490	167,614	76,188	6,917	986,771	246,694
ARVIN-EDISON W.S.D.	0.93%	63,444	8,593	3,906	355	50,590	12,647
KERN-TULARE W.D.	13.99%	954,383	129,268	58,758	5,335	761,022	190,255
CAWELO W.D.	12.26%	836,364	113,282	51,492	4,675	666,915	166,728
IMPROVEMENT DISTR.No.4	12.81%	873,884	118,364	53,802	4,885	696,833	174,208
ROSEDALE-RIO BRAVO WSD	5.07%	345,870	46,847	21,294	1,932	275,797	68,949
Sub-Total Existing Participants	63.20%	4,311,435	583,968	265,440	24,099	3,437,928	859,481
KERN COUNTY WATER AGENCY	14.72%	1,004,183	136,013	61,824	5,615	800,731	200,183
KERN DELTA	14.72%	1,004,183	136,013	61,824	5,615	800,731	200,183
ARVIN-EDISON W.S.D.	7.36%	502,091	68,006	30,912	2,807	400,366	100,092
TOTAL	100.00%	$ 6,821,892	$ 924,000	$ 420,000	$ 38,136	$ 5,439,756	$ 1,359,939

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 Pool 7 Invert, Pool 3 Liner Repair, AECA Membership Costs [3,4,5]	2026 Integrated Canal Est. Collected Annual O&M Costs	2026 Extension First-Fourth Quarter O&M Costs
0.00%	$ -	$ -	$ -	$ -	$ -	$ -
0.00%	-	-	-	-	-	-
0.00%	-	-	-	-	-	-
0.00%	-	-	-	-	-	-
0.00%	-	-	-	-	-	-
0.00%	-	-	-	-	-	-
0.00%	-	-	-	-	-	-
0.00%	-	-	-	-	-	-
0.00%	-	-	-	-	-	-
50.66%	658,280	89,162	40,528	3,680	524,911	131,228
49.34%	641,128	86,838	39,472	3,584	511,233	127,808
0.00%	-	-	-	-	-	-
100.00%	1,299,408	176,000	80,000	7,264	1,036,144	259,036
0.00%	-	-	-	-	-	-
0.00%	-	-	-	-	-	-
0.00%	-	-	-	-	-	-
100.00%	$ 1,299,408	$ 176,000	$ 80,000	$ 7,264	$ 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.
[4] 2026 O&M Budget collection excludes $10,400 in additional AECA membership costs. The budget was amended to include an additional $10,400 in the Associations and Professional Memberships line to increase the total membership contribution.
[5] 2026 O&M Budget collection excludes $25,000 in additional CVC liner replacement costs. The budget was amended to include an additional $25,000 in the Structures and Improvements line to complete Pool 3 liner repairs.

2026 CVC Operations and Maintenance Budget
Draft Amended Expenditures

			2026 Draft 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]	$	225,000
	Sediment Removal and Disposal * [2]		100,000
	Total	$	1,320,000
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 ***	$	25,400
	Total		
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
Draft Amended Expenditures

			2026 Draft 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

20.2.1

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

FROM: Wes Shryock

DATE: September 24, 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 September 8, 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, September 8, 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 August 11, 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 August 2026 Treasurer's Report.

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

5. **Conflict-of-Interest Code**
   The Board will consideration adoption of a resolution announcing intent to adopt an amended conflict-of-interest code and establishing a comment period
   Resolution Required

6. **Tricor Energy, LLC License Agreements**
   The Board will consider extensions and modifications to petroleum well and pipeline license and maintenance agreements with Tricor Energy, LLC

7. **2027 General & Administrative Budget and Capital Improvements Budget**
   The Board will review and consider approval of proposed general and administrative budget and proposed capital improvements budget for the 2027 fiscal year.

8. **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) Golden Mussels
      (3) N2 Siphon Repair/Replacement
      (4) 3rd Party Facilities on Kern Water Bank
      (5) Adjacent Properties
      (6) KWBA HCP/NCCP and Land Management

[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.

(7) Capital Improvements/Replacements/Maintenance and Funding
(8) 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

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

10. New Business
This portion of the meeting is set aside to provide the Board an opportunity to bring to the attention of the other Board members and the public matters which have come to their attention, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

11. Public Input
This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board members, matters of which the Board may not be aware, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

12. Closed Session

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

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

14. Adjourn

KERN WATER BANK AUTHORITY

MEMORANDUM

To: KWBA Board of Directors; Steve Torigiani

From: KWBA Staff

Date: September 8, 2026

Subject: Monthly Status Report

CALENDAR

The next KWBA 2026 Regular Board of Directors' Meeting is scheduled for Tuesday, October 13, 2026 (3:15 P.M.).

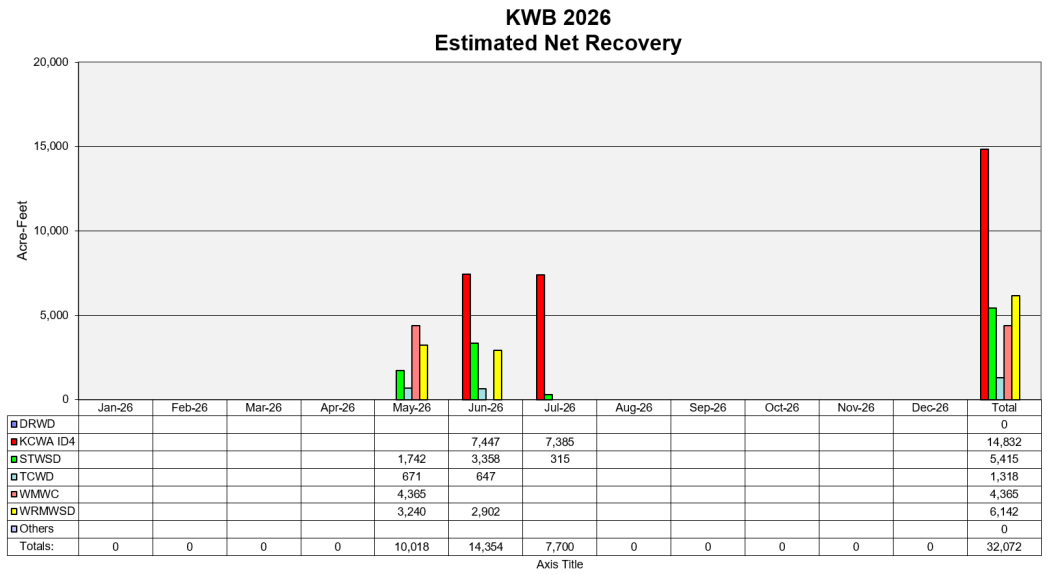
OPERATIONS

Recharge

There are currently no recharge activities. WRMWSD may commence recharge activities through the CVC and KWB Canal late September or early October 2026 (pending). WKWD may start recharge through the KWB Canal to the West Kern Ponds mid-September 2026 pending completion of an exchange agreement.

Recovery

There are currently no recovery operations.



	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. Main Pumping Plant trash grates have been temporarily removed and sent to American Fabrication to sandblast and to re-galvanize. They should be completed by September 16, 2026.

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

Golden mussels were found at the Main Pumping Plant and have been removed. There was also a small amount in the rip rap on the east side of the discharge pipe into the KWB Canal from the California Aqueduct. KWBA staff reached out to a consultant who did an onsite inspection and reported that all of the mussels were juveniles and had only been on site for a short period of time. The consultant is in the process of preparing a proposal for ongoing preventative maintenance. Staff continues to participate in the Kern County golden mussel task force.

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 and seeking additional funding to purchase 10 more 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, well development and well pad foundation. BWP is currently working on trenching and underground electrical conduits. Well 30S25E-16P01 is being replaced with well 30S25E-16P02. BWP has completed drilling, casing, gravel packing, swabbing, well development and constructing the well pad foundation. BWP is currently working on trenching and underground electrical conduits.

Well Rehabilitation and Repairs

There are no current well rehabilitation activities.

Basin 11

The Basin 11 Project upgrades are complete, and KWBA staff has invoiced 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 had previously 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 revised plans to relocate the culvert pipe and to extend the P11 Canal a short distance. The revised plans were approved by Caltrans on August 17, 2026. Nicholas Construction will inform KWB when Allstate Boring can start the boring process under Enos Lane to proceed with the culvert installation on the P11 Canal system.

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. As of September 2, 2026, the CVC liner damage has been repaired, water deliveries through CVC had been restored, and significant progress has been made towards completion of the turnout.

CVC N2 Siphon

The CVC N2 Siphon is in immediate need of repair. KWBA staff have recently asked KCWA staff to let KWBA know what is needed to repair the siphon before the

September Board of Directors' meeting, if possible, so that the repair work can be commence and be completed as soon as possible in order to have the siphon fully operational in the event KWBA participants need to use the CVC siphon to recharge water on the KWB N Ponds in the near future or otherwise need to use the siphon for recharge (or recovery) before a new turnout is constructed to replace the siphon. This issue will be discussed in further detail at the September Board of Directors' meeting.

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 eighty-one (81) 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 have prepared a proposed 2027 general and administrative (GA) and capital expenditures budgets and will present proposed 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, September 8, 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 August 11, 2026 Board of Directors' Meeting Minutes**

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

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

5. **Consider Initiation of Amended Conflict-of-Interest Code Process**
   *** Resolution Required***

6. **Review and Consider Approval of 2027 General & Administrative Budget**

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

8. **New Business**

9. **Public Comment**

10. **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.

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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.

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

MEMORANDUM

20.2.1

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

FROM: Wes Shryock

DATE: September 24, 2026

SUBJECT: Update on the Improvement District No. 4 Water Education Program

Issue:
Update on the Improvement District No. 4 Water Education Program.

Recommended Motion:
None – information only.

Discussion:
Water Education Activities

- Improvement District No. 4 Manager Wes Shryock provided a Water 1A presentation at the Kern County Superintendent of Schools' Science Leadership Network.

- Water Education Consultant Sarah Clayton attended a Project WET training for the new guide, "People & Water".

- Water Education Consultant Sarah Clayton organized and led a Project WET Workshop for the Greenfield Union School District's Afterschool Success program leaders, which serves about 2,500 students from K-8th grade.

- On Thursday, September 24, 2026, Improvement District No. 4 will host a water education booth at the Water Association of Kern County's Water Day at the Fair. The booth will feature various water-education items, including a water-use display, a pizza display, and educational giveaways.

- On Tuesday, September 29, 2026, Water Education Consultant Sarah Clayton will lead a Project WET Workshop for the Kern High School District. The workshop will include a tour of the Henry C. Garnett Water Purification Plant and a Water 1A session.

MEMORANDUM

20.2.1

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

FROM: David Pieper

DATE: September 24, 2026

SUBJECT: Authorization to Execute the Master Cooperative Agreement Between California High-Speed Rail and Kern County Water Agency

Issue:
Consider adopting Resolution No. 53-26 authorizing the General Manager to execute the Master Cooperative Agreement Between California High-Speed Rail Authority and Kern County Water Agency.

Recommended Motion:
Adopt Resolution No. 53-26 authorizing the General Manager to execute the Master Cooperative Agreement Between California High-Speed Rail Authority and Kern County Water Agency.

Discussion:
The California High-Speed Rail Authority (Authority) is undertaking a project to design and construct a high-speed rail line to connect major cities in California. The California High-Speed Train Project (Project) will be built in multiple phases, and a portion of Project alignment will cross the Henry C Garnett Water Purification Plant and.

In addition to the previously executed reimbursement agreement for costs associated with Agency staff time, the Authority has requested that Kern County Water Agency (Agency) execute a master cooperative agreement. The agreement has been reviewed by Agency staff, and staff recommends its approval.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the September 23, 2026 meeting.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZING THE EXECUTION OF AN	*
AGREEMENT WITH THE CALIFORNIA HIGH-SPEED	*
RAIL AUTHORITY REGARDING AN ALIGNMENT	*
CROSSING THE HENRY C. GARNETT WATER	*
PURIFICATION PLANT	*

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of September, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 53-26

WHEREAS, the California High-Speed Rail Authority (Authority) is undertaking a project to design and construct a high-speed rail line to connect major cities in California; and

WHEREAS, the California High-Speed Rail Project (Project) will be built in multiple phases and a portion of the Project alignment will cross the Kern County Water Agency Property along the Henry C. Garnett Water Purification Plant and its surrounding facilities; and

WHEREAS, a Master Cooperative agreement and associated exhibits is required; 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 General Manager is authorized, subject to approval of General Counsel as to legal form, to execute an Agreement with the California High-Speed Rail Authority Regarding an Alignment Crossing the Henry C. Garnett Water Purification Plant and its surrounding facilities, attached hereto as Exhibit A.

COOPERATIVE AGREEMENT

BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
AND
KERN COUNTY WATER AGENCY

THIS COOPERATIVE AGREEMENT ("**Agreement**"), is entered into by and between the State of California, acting by and through the California High-Speed Rail Authority ("**Authority**"), whose principal place of business and mailing address are 770 L Street, Suite 620 MS 2, Sacramento, California 95814, and Kern County Water Agency ("**Facility Owner**"), a public agency of the State of California formed under California Water Code Appendix Chapter 99, whose principal place of business and mailing address are located at 3200 Rio Mirada Drive, Bakersfield, CA 93308. Authority and Facility Owner are hereinafter referred to individually as a "**Party**" and together as the "**Parties**." This Agreement is dated and effective as of the date on which it is signed by the Authority ("**Effective Date**").

RECITALS

A. Facility Owner is a special act water agency formed by the California legislature through the Kern County Water Agency Act found in Water Code Appendix Chapter 99 and is authorized under that Act to conduct business in the State of California;

B. Facility Owner owns, operates, and maintains, in the State of California, Facilities, as defined herein, for the delivery of water under its authority as a water agency under Chapter 99 of the California Water Code Appendix;

C. The Authority is authorized to design, construct, operate, and maintain a high-speed rail system throughout the State of California ("**HSR System**") pursuant to the authority granted to it in California Streets and Highways Code sections 2704.04 et seq. and California Public Utilities Code sections 185030 et seq. From time to time, certain Facilities must be Relocated to accommodate the HSR System; and

D. The Authority and Facility Owner desire to agree upon the terms and conditions under which those Facilities will be Relocated to accommodate the HSR System, as set forth in this Agreement.

AGREEMENT

For and in consideration of the mutual covenants, representations, and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Facility Owner agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

1.1. Access-Controlled Right-of-Way

"Access-Controlled Right-of-Way" means that portion of the Authority Right-of-Way that is fully or partially restricted, with all ingress and egress regulated by the Authority and/or its authorized agents.

1.2. Access Points

"Access Points" are structures or features located within or along the Authority Right-of-Way that enable Facility Owner to access, operate, and maintain its Facilities that are situated in the Authority's Access-Controlled Right-of-Way from a point that is outside of the Access-Controlled Right-of-Way.

1.3. As-Built

"As-Built" means a construction drawing clearly showing a constructed and/or installed Facility in its final configuration, prepared upon completion of Facility Work on that individual Facility.

1.4. Authority Property

"Authority Property" means any real or personal property in which the Authority currently holds a right or an interest, or in which it will hold a right or an interest through future acquisition. Authority Property includes, without limitation, Authority Right-of-Way, Access-Controlled Right-of-Way, Infrastructure Assets, and rolling stock.

1.5. Authority Right-of-Way

"Authority Right-of-Way" means a right or interest in real property held by the Authority that was acquired for or is devoted to the HSR System in some manner.

1.6. Betterment

"Betterment" means any upgrade to a replacement Facility in relation to the existing Facility, that benefits and is made at the election of Facility Owner. Betterments include an increase in the capacity, capability, level of service, efficiency, duration, or function of the replacement Facility over that of the existing Facility, as determined by the Authority; provided, however, that the following are not considered Betterments:

1) any Facility upgrade necessary or required for construction or operation of the HSR System, as solely determined by the Authority;

2) replacement of Facility devices, components, or materials with those that have equivalent capacity, capability, level of service, efficiency, duration, or function that are not identical to the original Facility's components and that meet applicable standard(s), as determined in Section 2.1, with the consent of the Authority, which will not be unreasonably withheld;

3) replacement of Facility devices, components, or materials that are no longer regularly manufactured with the next highest grade or size available;

4) any Facility upgrade required by applicable laws, regulations, California Public Utilities Commission order, and/or Facility Owner's Published Standards; or

5) replacement of Facility devices, components, or materials used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase).

"Betterment" also includes an upgrade to Facility Owner's Prior Rights, or any replacement property rights acquired for Facility Owner pursuant to Section 8 of this Agreement that give Facility Owner greater rights or interests than Facility Owner's Prior Rights, as determined by the Authority.

1.7. Business Day

"Business Day" shall mean any day on which commercial banks are open for business in the relevant jurisdiction, excluding Saturdays, Sundays, and public holidays. Any reference to an uncapitalized "day" shall be interpreted as a "Calendar Day," which includes all days of the week, including weekends and public holidays.

1.8. Casing

"Casing" means the pipe that contains the Facility. Any Casing larger than six (6) inches in diameter is an Infrastructure Asset.

1.9. Consent to Common Use Agreement

A "Consent to Common Use Agreement" or "CCUA" governs a defined area of Authority Right-of-Way. When affected Facilities will remain within an existing easement held by Facility Owner and these Facilities will fall within Authority Right-of-Way, the Authority and Facility Owner

shall execute and record a CCUA. The CCUA shall be in a form substantially similar to **Exhibit A**, which is incorporated herein by this reference.

1.10. Culvert

"Culvert" means a structure that allows water to flow under a road, railroad, or similar structure from one side to the other. Culverts may be made from reinforced concrete, or other material, and are Infrastructure Assets.

1.11. Facility

"Facility" means a utility line, utility facility, or utility system for transmitting or distributing communications, cable television, electricity, gas, oil, crude products, water, steam, other form of energy, sewage, waste, storm water not connected with roadway drainage, or any other similar commodity that directly or indirectly serves the public, including any irrigation system and any fire or police signal system, owned, partially owned, and/or operated by Facility Owner. The necessary appurtenances to each Facility (including fire hydrants as appurtenances to water lines, and drainage basins for storm water lines) are considered part of such Facility to the extent they must be Relocated to accommodate the HSR System.

1.12. Facility Work

"Facility Work" means the necessary and reasonable services and labor to be performed, and materials to be provided, including work in the following general categories: scheduling; Relocation; demolition; permitting; surveying; geotechnical investigation; design; construction; quality control and quality assurance for design and construction; quality inspection and testing; systems testing; preparation of As-Builts; coordination with jurisdictional authorities (governments, public entities, and private entities); coordination with public or private utility companies, railroads, and local communities; and other efforts necessary, reasonable, and appropriate to complete Relocations to accommodate the HSR System.

1.13. Functional Completion

"Functional Completion" means the stage of completion at which the applicable Facility has been constructed in accordance with Ready for Construction design plans approved by Facility Owner in accordance with the applicable Utility Agreement and is suitable for use for its intended purpose. Unless otherwise specified, the phrase "Functionally Complete" shall mean that the subject Facility has reached Functional Completion.

1.14. Hazardous Material

"Hazardous Material(s)" means oil, flammable explosives, asbestos, urea, formaldehyde, mold, toxic mold, radioactive materials, hazardous wastes, materials or substances, or toxic or

contaminated substances or similar materials, or contamination, including, without limitation, any substances that are "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "wastes," "regulated substances," "industrial solid wastes," or "pollutants or contaminates" regulated, or otherwise addressed, under the Hazardous Materials Laws, as defined below, and/or any other applicable environmental laws, ordinances, regulations, or rules.

1.15. Hazardous Materials Laws

"Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations and rules that relate to Hazardous Materials of any sort, including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 5101 et seq; the Atomic Energy Act, as amended, 42 U.S.C. Section 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. Section 136 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f et seq.; each as now and hereafter amended or supplemented or replaced, and the regulations thereunder, and any other applicable local, state, and/or federal laws or regulations that govern (a) the existence, clean-up, and/or remedy of contamination on real property; (b) the protection of the environment from released, spilled, deposited, or otherwise emplaced contamination; (c) the control of hazardous wastes; or (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Materials, including any and all building materials.

1.16. HSR Project

"HSR Project" means, individually or collectively, one or more than one of the Authority's various projects throughout the State of California, to construct and operate the HSR System, pursuant to the direction and authorization in California Streets and Highways Code sections 2704.04 et seq. and California Public Utilities Code sections 185030 et seq.

1.17. HSR System

"HSR System" means the complete California high-speed rail system that will provide intercity high-speed rail service in accordance with the direction and requirements of California Streets and Highways Code sections 2704 et seq. and California Public Utilities Code sections 185030 et seq. "HSR System" includes, without limitation, the current and future real property, stations, railroad tracks, buildings, structures, facilities, power production and supply system, equipment, and appurtenances used for the operation, and maintenance of the California high-speed rail system.

1.18. Infrastructure Asset

"Infrastructure Asset" means any component of the HSR System's infrastructure that is necessary for the structural integrity of the HSR System and/or its operations, as determined by the Authority in its sole discretion. "Infrastructure Asset" includes, without limitation, any structure or facility whose failure would adversely impact high-speed rail operations, and includes, but is not limited to, a Culvert of any type and any Casing larger than six (6) inches in diameter.

1.19. Joint Use Agreement

A "Joint Use Agreement" or "JUA" means a recorded agreement in which the Authority grants an easement to Facility Owner for Facilities that have been Relocated to a new, defined area within the Authority Right-of-Way. The JUA replaces Facility Owner's prior easement rights in the original location of its Facilities. The JUA shall be in a form substantially similar to **Exhibit B**, which is incorporated herein by this reference.

1.20. Notice of Potential Conflict

"Notice of Potential Conflict" means written notice from the Authority to Facility Owner advising Facility Owner of a potential conflict between the HSR System and the applicable Facility.

1.21. Notice to Owner

"Notice to Owner" means written notice from the Authority to Facility Owner authorizing Facility Work to commence.

1.22. Notice to Relocate

"Notice to Relocate" means written notice from the Authority to Facility Owner directing Facility Owner to remove, protect, alter, replace, reconstruct, support, or make any other rearrangement of or modification to the Facilities specifically identified therein, to accommodate the HSR System, in anticipation of Facility Work.

1.23. Prescriptive Right

"Prescriptive Right" means a real property interest or right asserted under and satisfying the requirements of California Code of Civil Procedure sections 318 and 321 and California Civil Code section 1007.

1.24. Prior Rights

"Prior Rights" means:

1) Facility Owner's existing interest in certain real property as documented in a recorded instrument or agreement; or

2) Facility Owner's existing right to use certain real property as documented by a legally enforceable franchise, license, permit, right-of-entry, or other such written authorization or agreement or existing under Facility Owner's statutory authority; or

3) Facility Owner's right or interest in certain real property pursuant to a Prescriptive Right acquired before commencement of the Facility Work that is the subject of this Agreement and asserted under penalty of perjury by Facility Owner in the manner required in this Agreement.

1.25. Published Standards

"Published Standards" means the Facility Owner's published standards for construction and/or installation of its Facilities that were in place on the date on which the Authority notified the Facility Owner of the potential conflict between the HSR System and the applicable Facility.

1.26. Railroad Right-of-Way

"Railroad Right-of-Way" means the right-of-way of any railroad corporation that is subject to the jurisdiction of the California Public Utilities Commission, except for Authority Right-of-Way.

1.27. Ready for Construction

"Ready for Construction" or "RFC" means the stage of design where the plans for the applicable Relocation are at least 90% complete and have been approved by Facility Owner to be used for construction of the Facility.

1.28. Relocation

"Relocation" means alteration, relocation, replacement, reconstruction, abandonment, protection in place, or any other rearrangement of Facilities that is necessary to accommodate or facilitate construction of the HSR System. Unless otherwise specified, the words "Relocate," "Relocated," and any other derivative thereof shall be deemed to have the same meaning as "Relocation."

1.29. Service Line

"Service Line" means any utility line that provides utility service directly to a single real property, whether private or public. Service Line includes any cable or conduit that supplies an active feed

from Facilities used to activate or energize governmental lighting and electrical systems, traffic control systems, communication systems, or irrigation systems.

1.30. Utility Agreement

"Utility Agreement" means an agreement authorizing and providing for the performance of specific Facility Work for Relocations, and any necessary, related purchase of materials and/or equipment. Utility Agreements may encompass one or more Relocations.

2. IMPLEMENTATION AND PERFORMANCE OF FACILITY WORK

2.1. Implementation of Facility Work

2.1.1. Facility Work Standards

Facilities that are Relocated will be constructed to conform with the existing Facility's design, capacity, and function; in accordance with applicable laws and regulations; and Facility Owner's Published Standards.

If there is a conflict between any applicable law or regulation and any of Facility Owner's Published Standards such that the Relocation cannot satisfy the applicable law or regulation, and the Published Standard, then the Relocation shall be performed in a manner that complies with the applicable law or regulation, and any Published Standards that do not conflict with the applicable law or regulation.

If Facility Owner had no Published Standards as of the date on which the Authority notified the Facility Owner of the potential conflict between the HSR System and the applicable Facility, the Facility Work shall be performed in a manner that conforms with the existing Facility's design, capacity, and function, and complies with applicable laws and regulations.

Any Facility redesign to conform to published standards that are developed, published, or altered after the date on which the Authority notified Facility Owner of the potential conflict, which results in an increase in the capacity, capability, level of service, efficiency, duration, or function of the replacement Facility over that of the existing Facility, constitutes a Betterment, unless determined otherwise by the Authority. Notwithstanding the above, if any update to a published standard is required by applicable law or regulation, and Facility Owner notifies the Authority that a conforming design change is required by the applicable law or regulation before materials and other items are ordered for construction on the applicable Facility, such change will not be considered a Betterment.

2.1.2. Utility Agreement

Facility Work specific to one or more Relocations shall be detailed in a subsequently executed Utility Agreement in a form substantially similar to **Exhibit C**, which is incorporated herein by this reference. The Utility Agreement shall include terms specific to Facility Work, including scope of work, schedule, cost, cost apportionment, billing, payment, documentation, document retention, accounting, applicable state and federal requirements, and coordination related to Facility Work.

If the Parties are unable to agree upon the final terms of a Utility Agreement within forty-five (45) days after the issuance of a Notice to Relocate, the Authority shall have the right to commence construction or direct Facility Owner to commence construction of the Facility or Facilities that are the subject(s) of the Notice to Relocate; provided that the Authority has sufficient real property rights to perform the applicable Facility Work and the plans for such Facility Work have been approved by Facility Owner to at least 60% design plans. If Facility Owner is directed to commence such construction under this paragraph, the Authority would reimburse Facility Owner in accordance with Section 3.

2.1.3. Betterment

Any work considered a Betterment shall be agreed upon in advance by the Parties and detailed in writing, in no case later than Facility Owner's approval of the 30% design plans. Facility Owner shall be responsible for the costs of any Betterment.

2.2. Performance of Facility Work

All Facility Work or portion(s) thereof may be performed by Facility Owner or the Authority. The Utility Agreement shall include specific procedures to be followed in performing the various portions of the Facility Work, together with a division of responsibility for the costs of each such portion of Facility Work.

Facility Owner agrees to be solely responsible for all costs incurred by the Authority relating to, or arising out of, any delays caused by Facility Owner (e.g., failure to adhere to the agreed-upon schedule or failure to timely approve Facility designs), subject to the Force Majeure provisions in Section 9. Authority Performs Work

The Authority may perform the Facility Work itself or cause the work to be performed by a contractor.

2.2.1.1. Design Review: Authority Performs Work

When the Authority or its contractor(s) performs Facility Work, Facility Owner will have the opportunity to review and comment on design and construction plans for each Relocated Facility

at 30% design plan, 60% design plan, 90% design plan, and Ready for Construction (RFC) design plan stages to confirm that such plans conform to Facility Owner's Published Standards. Facilities will be Relocated within Facility Owner's Prior Rights unless the Authority requires them to be situated in a new location.

Facility Owner shall timely review and provide any comments on Facility design and construction plans within twenty-one (21) days after delivery of the applicable plans to Facility Owner. The Authority or its contractor(s) shall provide a response within fourteen (14) days after receipt of Facility Owner's comments. The design review process will consist of a maximum of two (2) comment-response cycles for each plan stage. Any disputes that arise during this process will be resolved using the dispute resolution process outlined in Section 5.

2.2.1.2. Inspection Rights: Authority Performs Work

When the Authority or its contractor(s) will perform all or a portion of Facility Work, Facility Owner shall have access upon e-mailed notice to Authority from time to time to inspect construction of the Facility Work and confirm that the construction is completed in accordance with the approved RFC plans for such Facility.

2.2.1.3. Functional Completion: Authority Performs Work

The Authority shall provide written notice to Facility Owner within fifteen (15) days after Functional Completion. Within fifteen (15) days after receipt of the written notice of Functional Completion, Facility Owner shall provide the Authority with a punch list identifying any final, minor items necessary to make the Facility Functionally Complete. If Facility Owner does not provide a punch list within fifteen (15) days, then the Facility shall be deemed Functionally Complete. If Facility Owner submits a punch list, the Authority or its contractor(s) shall review the punch list and shall notify Facility Owner within fifteen (15) days after receipt, of any items in dispute. For the avoidance of doubt, with respect to punch list work, Facility Owner shall waive any otherwise-required Facility Owner permit, bond, fee, or other such requirements for work performed on its Facilities.

The Authority or its contractor(s) shall complete work on the undisputed punch list items within a commercially reasonable time after receiving the punch list. Upon completion of the items on the punch list, the Authority shall notify Facility Owner, and Facility Owner shall, within five (5) days after receipt of such notification, provide concurrence that the Facility is Functionally Complete or notify the Authority that Facility Owner intends to dispute the Functional Completion status of the Facility. If Facility Owner fails to provide timely concurrence or notification to the contrary as specified herein, the Facility shall be deemed Functionally Complete.

Any disputed items shall be resolved pursuant to Section 5 of this Agreement.

2.2.1.4. Facility Transfer: Authority Performs Work

Following Functional Completion pursuant to Section 2.2.1.3, title and ownership to the subject Facility, and any applicable warranties from the Authority's contractor, shall transfer to Facility Owner, and Facility Owner shall be deemed to have accepted and assumed all responsibility for the subject Facility, including all ownership and maintenance obligations, upon Facility Owner's operational use of the Facility.

Within one hundred eighty (180) days after Functional Completion, the Authority shall provide Facility Owner with As-Builts of the Facility.

2.2.2. Facility Owner Performs Facility Work

When all or a portion of the Facility Work is to be performed by Facility Owner, Facility Owner agrees to timely furnish all necessary labor, materials, tools, and equipment required to promptly and diligently execute said Facility Work to completion. Facility Owner shall promptly, diligently, and timely (i) perform the Facility Work, or (ii) cause the Facility Work to be performed by a contractor, to completion.

Upon the issuance of a Notice to Owner, or as otherwise agreed upon in the applicable Utility Agreement, Facility Owner shall diligently undertake, or cause to be undertaken, the Facility Work to ensure completion of such Facility Work by the agreed-upon Functional Completion date. Facility Owner shall provide the Authority with a detailed schedule of work upon receipt of the Notice to Owner.

The Authority and Facility Owner shall meet to develop a plan to ensure Facility Work is completed as scheduled. The plan shall be in a form substantially similar to **Exhibit D**, which is incorporated herein by this reference.

2.2.2.1. Design Review: Facility Owner Performs Work

When Facility Owner or its contractor(s) performs Facility Work, the Authority will have the opportunity to review, comment on, and approve design and construction plans for each Relocated Facility at 30% design plan, 60% design plan, 90% design plan, and Ready for Construction (RFC) design plan stages to determine whether such plans comply with the Authority's applicable published design standards and whether they contain any Betterments, and confirm that the Facilities will be Relocated within Facility Owner's Prior Rights unless the Authority requires them to be situated in a new location.

The Authority shall timely review and provide any comments on Facility design and construction plans within fourteen (14) days after delivery of the plans to the Authority. Facility Owner or its contractor(s) shall provide a response within fourteen (14) days after receipt of the comments. The design review process will consist of a maximum of two (2) comment-response cycles for each

plan stage. Any disputes that persist following the comment-response cycles will be resolved under the dispute resolution process outlined in Section 5.

2.2.2.2. Inspection Rights: Facility Owner Performs Work

The Authority shall have access upon e-mailed notice to Facility Owner, from time to time, to inspect Facility Work construction performed by Facility Owner or its contractor to confirm that the construction is completed in accordance with the approved RFC plans for such Facility.

2.2.2.3. Functional Completion: Facility Owner Performs Work

Facility Owner shall provide written notice to the Authority within fifteen (15) days after Functional Completion of a Facility constructed and installed by Facility Owner or its contractor. Within fifteen (15) days after receipt of the written notice of Functional Completion, the Authority shall provide Facility Owner with a punch list identifying any final, minor items necessary to ensure that the Relocated Facility does not conflict with the HSR System and/or the Authority's published design standards. If the Authority does not provide a punch list within fifteen (15) days, then the Facility shall be deemed Functionally Complete. If the Authority submits a punch list, then Facility Owner or its contractor(s) shall review the punch list and shall notify the Authority within fifteen (15) days after receipt, of any items in dispute.

Facility Owner or its contractor(s) shall complete work on the undisputed punch list items within a commercially reasonable time after receiving the punch list. Upon completion of the items on the punch list, Facility Owner shall provide written notification to the Authority, and the Authority shall, within five (5) days after receipt of such notification, provide concurrence that the Facility is Functionally Complete or notify Facility Owner that the Authority intends to dispute the Functional Completion of the Facility. If the Authority fails to provide timely concurrence or notification to the contrary as specified herein, the Facility shall be deemed Functionally Complete.

Any disputed items shall be resolved pursuant to Section 5 of this Agreement.

Within one hundred eighty (180) days after Functional Completion, Facility Owner shall provide the Authority with As-Builts of the Facility.

3. PAYMENT FOR WORK

3.1. Responsibility for Actual, Reasonable, and Necessary Costs of Relocations

Responsibility for the actual, reasonable, and necessary costs of Relocations shall be determined as set forth herein below.

3.1.1. Fee Ownership

When a Facility is Relocated from a location where Facility Owner holds its Prior Rights in fee simple, then the Authority shall bear the cost of such Facility Relocation, except to the extent of any Betterments.

3.1.2. Easement

When a Facility is Relocated from a location where Facility Owner holds a recorded, unrecorded, or prescriptive easement, or possesses statutory rights as its Prior Rights, then the Authority shall bear the cost of such Facility Relocation, except to the extent of any Betterments.

3.1.3. Lease, License, Franchise, or Permit

When a Facility is Relocated from a location where Facility Owner holds a lease, license, franchise, or permit as its Prior Rights, then Facility Owner shall bear the cost of such Facility Relocation.

3.2. Additional Cost Responsibilities for Facility Owner

Notwithstanding anything to the contrary herein, Facility Owner shall be responsible for costs of a Facility Relocation when:

1) There is a Betterment; and/or

2) Facility Owner is unable to produce documentation of its Prior Rights as required under this Agreement.

3.3. Cost of Facility Work

Except as provided to the contrary herein, when the Authority has cost responsibility for a Facility Relocation, the Authority shall be responsible for the reasonable costs of actual and necessary Facility Work, including actual, reasonable, and necessary indirect and overhead charges attributable to any such Facility Work that qualify under the applicable Federal Cost Principles (including those in 2 CFR Part 200 Subpart E as they may be amended hereafter) and California Public Utilities Code sections 185501 through 185507 as they may be modified or supplemented hereafter.

The Authority shall be entitled to reimbursement in the form of credits for any of the following:

1) The amount of any Betterment.

2) The salvage value of any materials or parts salvaged and retained by Facility Owner, except for any materials or parts salvaged from roads, irrigation/water district facilities, and sewers.

3) The depreciated value of the original Facility when a Facility must be Relocated. When a new Facility or portion of a Facility is constructed to accomplish a Relocation, an allowance for an amount equal to the same proportion of the original cost of the displaced Facility or portion of that Facility as the age of the Facility bears to the normal expected life of the Facility, as shown below:

$$\text{Credit} = \frac{\text{Age of Facility}}{\text{Normal Expected Life}} \times \text{Original Cost}$$

However, a credit shall not be allowed against any portion of the cost that is otherwise chargeable to the Facility Owner and a credit allowance for age shall not be applied to publicly owned sewers.

3.4. No Funds Associated with this Agreement

There are no funds associated with this Agreement. Facility Owner shall not be reimbursed for any Facility Work performed prior to execution of a separate agreement between the Parties related to any such Facility Work.

3.5. Hazardous Materials

Upon discovery of any Hazardous Material in connection with a Relocation, both Facility Owner and the Authority shall immediately confer and cooperate to explore all reasonable alternatives, including cost allocation, and agree on a course of action to address the Hazardous Material. Each Party to this Agreement retains the right to pursue recovery of its share of any such Hazardous Material-related costs from the other Party or third parties in accordance with applicable law.

4. OWNERSHIP AND MAINTENANCE

The Authority shall own, maintain, and replace all items considered Infrastructure Assets within the Authority Right-of-Way. Relocated Facilities will be situated within Infrastructure Assets in the Authority Right-of-Way. Facility Owner shall own and maintain its Facilities within the Infrastructure Assets.

The Authority regulates and restricts the use of and access to certain portions of the Authority Right-of-Way to preserve the safety and security of the HSR System. Nothing in this Agreement shall be construed to grant Facility Owner the right or authority to enter the Access-Controlled Right-of-Way unless the Parties agree to any such entry in a separate, duly authorized, and executed agreement. Any maintenance of Facilities shall be done from outside of the Authority's

Access-Controlled Right-of-Way in a manner that does not disturb the Infrastructure Assets. Facilities within the Authority's Access-Controlled Right-of-Way shall only be accessible from Access Points outside of said Access-Controlled Right-of-Way and the parties will enter into an appropriate agreement to ensure Facility Owner will continue to be able to access its Facilities for maintenance, repair and replacement purposes, as needed, pursuant to Section 8 below.

5. DISPUTES

The Parties shall make good faith efforts to resolve any disputes that may arise regarding this Agreement.

If a dispute arises, either Party may deliver written notice of the dispute to the other Party. Thereafter, the Parties shall meet and confer regarding the identified dispute. If agreement cannot be reached between the Parties at Level 1 within fifteen (15) days after receipt of the written notice of dispute, then the dispute will be escalated to Levels 2 and 3 as set forth below:

	FACILITY OWNER		AUTHORITY	
Escalation Level	Position	Current Contact	Position	Current Contact
Level 1	Engineering & Groundwater Services Manager	James T. Gardiner	Third Party Section Manager	Hussein Senan
Level 2	Improvement District No. 4 Manager	Wesley Shryock	Deputy Director of Third Parties	Ernest Klock
Level 3	General Manager	Eric L. Averett	Director of Real Property	Daniel Teran

If agreement cannot be reached at Level 1 within fifteen (15) days after receipt of the written notice of dispute, then the dispute shall be escalated to Level 2. If agreement cannot be reached at Level 2 within thirty (30) days after receipt of the written notice of dispute, then the dispute shall be escalated to Level 3.

The Parties shall exchange organizational charts at the time this Agreement is executed. Either Party may change its contact listed in the table above, deliver an updated organizational chart, or direct a dispute to an executive in a more appropriate subject area for the particular dispute, without amending this Agreement by giving written notice to the other Party of such change in the manner required in the Notices Section of this Agreement. Facility Owner must also send any such notice to ThirdPartyNotice@hsr.ca.gov. Notice of a contact change given after receipt of a notice of dispute shall not delay the timeline for dispute escalation.

If those Party representatives within the escalation hierarchy are unable to resolve the dispute within sixty (60) days after receipt of the written notice of dispute, either Party may petition a court of competent jurisdiction to hear and resolve the dispute. Each Party will be responsible for its own attorneys' fees in relation to all disputes.

At all times during the dispute resolution process, if the Facility Work is being performed by the Authority, Facility Owner shall allow the Facility Work to continue without delay, as directed by the Authority; and, if the Facility Work is being performed by Facility Owner, then Facility Owner shall pursue such Facility Work diligently and without delay to the extent directed by the Authority. Any such Facility Work shall be governed by all applicable provisions of this Agreement and any relevant Utility Agreement. Records of the Facility Work shall be kept in sufficient detail to enable reimbursement for the costs of such Facility Work in accordance with applicable provisions in the Utility Agreement, regardless of the ultimate outcome of any dispute.

6. DEFAULT; DELAY

If the Authority fails to perform any of its obligations under this Agreement or breaches any provision of this Agreement, then after moving through the dispute resolution process set forth in Section 5, in addition to any other remedies provided for herein or by law, Facility Owner may pursue a claim for damages.

If Facility Owner fails to perform any of its obligations under this Agreement or breaches any provision of this Agreement, then after moving through the dispute resolution process set forth in Section 5, in addition to any other remedies provided for herein or by law, the Authority may exercise one or more of the following options:

1) Pursue a claim for damages, including costs incurred by the Authority due to Facility Owner's default or delay.

2) Perform any Facility Work with its own forces or through a contractor.

7. TERMINATION

Upon thirty (30) days' written notice, either Party may terminate this Agreement. However, notwithstanding that termination, the provisions of this Agreement shall remain in full force and effect with respect to any Relocation required under an executed Utility Agreement or a Notice to Relocate issued prior to the Agreement termination, and the Parties shall continue to cooperate in good faith pursuant to the terms of any such Utility Agreement or Notice to Relocate despite any such termination of this Agreement.

8. PROPERTY RIGHTS

8.1. Affected Facility and Property Rights

8.1.1. Securing Replacement Property Rights

Facilities shall be Relocated within the area of Facility Owner's Prior Rights unless required by the Authority to be situated elsewhere. The parties will confer on the location of the Relocated Facility, and the installation of any temporary Facilities as may be necessary to ensure continued operation of Facility Owner's Facilities at comparable capacity as prior to any relocation, and the Authority retains the final right to determine the location of such Relocated Facilities. Further, the Authority shall only be responsible for Relocating Facilities that were operating during the Agreement term, and not for future or planned Facilities. Replacement property rights shall be determined strictly upon Prior Rights.

The Authority shall have the right to cause a Facility to be Relocated after RFC plans are approved and sufficient land rights are held on the subject real property to commence construction, as determined by the Authority in its sole and reasonable discretion, including, without limitation, possession through a license, permit, possession and use agreement, court's order for possession, or a right to enter. Facility Owner shall not have the right to withhold approval of RFC plans on the basis that the Authority has not provided Facility Owner with replacement property rights in the location of the Relocated Facilities.

In the event that Facility Owner desires a Betterment of its property rights in relation to a Facility Relocation, such Betterment must comply with the requirements of Section 2.1.3 above.

8.1.1.1. Relocations Outside Authority Right-of-Way

8.1.1.1.1. Easement

When a Facility is Relocated from within a recorded or prescriptive easement held by Facility Owner to a new location in which Facility Owner has no Prior Rights, including a Railroad Right-of-Way or public right-of-way, then the Authority shall provide Facility Owner with a new easement for the Relocated Facilities without cost to Facility Owner or credit to the Authority, except to the extent of any Betterments. Such easement shall be conveyed to Facility Owner within six (6) months after the Authority acquires it for Facility Owner. In consideration for these replacement rights being issued by the Authority, Facility Owner shall simultaneously quitclaim all of its corresponding Prior Rights, to the extent replaced by the new easement for the Relocated Facility, to the Authority.

8.1.1.1.2. Fee Simple

When a Facility is Relocated from a location where Facility Owner holds its Prior Rights in fee simple to a new location in which Facility Owner has no Prior Rights, the Authority shall provide Facility Owner with a new fee simple interest in the location of the Relocated Facility in exchange for Facility Owner simultaneously quitclaiming to the Authority its interest in the location of the existing Facility. If a fee simple interest in the location of the Relocated Facility cannot be obtained upon reasonable efforts, then the Authority shall compensate Facility Owner for the difference in fair market value between Facility Owner's fee simple interest and the replacement property right actually acquired in the location of the Relocated Facility.

8.1.1.1.3. Franchise

When Facility Owner's Prior Rights in the location of the existing Facility are held in franchise, and the Facility is Relocated into another public right-of-way in which Facility Owner holds a franchise, Facility Owner will exercise its existing rights to occupy the public right-of-way in the new location. When Facility Owner's Prior Rights for an existing Facility are held in franchise, and the Facility is Relocated into a private right-of-way, the Authority shall facilitate a replacement license or permit for Facility Owner in the new location. If a license or permit in the location of the Relocated Facility cannot be obtained upon reasonable efforts, then the Authority shall determine and provide an appropriate alternate replacement property right for Facility Owner.

8.1.1.1.4. License or Permit

When Facility Owner holds a license or permit as its Prior Rights in the location of existing Facilities, and such Facilities are Relocated outside of any location where Facility Owner has Prior Rights, then the Authority shall facilitate a replacement license or permit for Facility Owner in the new location.

8.1.1.2. Relocation Within Authority Right-of-Way

8.1.1.2.1. Easement

If an existing Facility or a Relocated Facility is situated within Authority Right-of-Way and remains within Facility Owner's existing easement, the Authority and Facility Owner shall enter into a Consent to Common Use Agreement (CCUA) for concurrent use of that area. The CCUA shall be in the form substantially similar to the attached **Exhibit A**.

If a Relocated Facility is situated within Authority Right-of-Way, and Facility Owner holds an easement as its Prior Rights, the Authority and Facility Owner shall enter into a Joint Use Agreement (JUA) for joint use of said new area. The JUA shall be in a form substantially similar to the attached **Exhibit B**.

8.1.1.2.2. License, Permit, or Franchise

If Facility Owner has a license, encroachment permit, franchise, or similar right as its Prior Rights and an existing Facility or a Relocated Facility is situated within Authority Right-of-Way, the Authority will provide Facility Owner with an Authority utility permit for such Facility.

The Authority will only perpetuate current land rights and will not expand land rights held by the Facility Owner unless the Parties agree upon a Betterment in accordance with the provisions therefore in this Agreement.

8.1.1.3. Relocations in Railroad Right-of-Way

Notwithstanding the foregoing in Section 8.1.1.1, if the Facilities cannot be Relocated within Facility Owner's Prior Rights in or into Railroad Right-of-Way, then Facility Owner shall make reasonable efforts to utilize any existing agreements or rights to secure replacement property rights enabling the Relocation of its Facilities. If Facility Owner cannot obtain replacement property rights through existing agreements or rights, then the Authority shall make reasonable efforts to secure replacement property rights within the Railroad Right-of-Way for Facility Owner. If the Authority cannot obtain replacement property rights within the Railroad Right-of-Way for Facility Owner, then Facility Owner may pursue a license from the railroad for its Facilities. If Facility Owner cannot obtain a license, the Parties will work together to explore alternatives for the Relocation, provided, however, the Authority retains the final right to determine the location of such Relocated Facilities. The Authority shall compensate Facility Owner for the difference in fair market value between Facility Owner's Prior Rights and the replacement property right actually acquired in the location of the Relocated Facility.

8.1.2. Disputes

If any dispute arises between the Parties with respect to the appropriate replacement property rights, then the Authority shall have the right to Relocate the applicable Facilities and transfer them to Facility Owner under a license or permit to allow construction and/or implementation of the HSR System. Then, the Authority and Facility Owner may resolve the replacement property right dispute pursuant to the dispute resolution process set forth in Section 5.

8.2. Prescriptive Rights

If Facility Owner claims that its Prior Rights were acquired by prescription, pursuant to California Code of Civil Procedure sections 318 and 321 and California Civil Code section 1007, then Facility Owner must provide evidence of all the following:

1) The property has been used by the Facility Owner in a manner that is open, notorious, and visible for at least five (5) years; and

2) Facility Owner's use of the property has been hostile and adverse, that is, without permission, for at least five (5) years; and

3) Facility Owner's use of the property has been continuous and uninterrupted for at least five (5) years.

Facility Owner must submit its proof of all three elements to the Authority, under penalty of perjury, accompanied by the Prescriptive Rights claim letter in the format prescribed in the attached **Exhibit E**.

If the real property in which Facility Owner claims Prescriptive Rights was held by a federal, state, county, or municipal government at any time during such five-year period, Prescriptive Rights cannot be claimed. If Facility Owner's existing Facility is installed with the permission of the underlying property owner, but without documentation confirming such permissive use, then the Authority will consider the installation to be in place pursuant to a license or permit.

Upon review of the Prior Rights documentation provided by Facility Owner, the Authority will determine an appropriate replacement right based upon the criteria outlined in Section 8.1.1, above. However, if Facility Owner's rights are not perfected in the original location, then the Authority has no obligation to perfect Facility Owner's Prior Rights when the Relocated Facility remains in Facility Owner's Prior Rights.

8.3. Eminent Domain

Notwithstanding anything to the contrary herein, the Authority reserves the right to commence any eminent domain proceedings it deems necessary. If the Authority elects to commence eminent domain proceedings, Facility Owner will cooperate with the Authority to facilitate the subject property acquisition and will not interfere with, or otherwise obstruct or attempt to delay or prevent, the Authority's expedient acquisition of the subject real property.

9. FORCE MAJEURE

9.1. Force Majeure Events

Neither of Facility Owner or the Authority shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by any of the following (each, individually, a "**Force Majeure Event**"):

1) Earthquakes exceeding 3.5 on the Richter scale;

2) Tidal waves;

3) Flooding that prevents the affected Party's performance;

4) Epidemics, pandemics, blockades, rebellions, wars, riots, acts of terrorism, or civil commotion;

5) Discovery at, near, or within the site of Facility Work of any archaeological, paleontological, cultural, biological, or other protected resources, provided that the existence of such resources was not disclosed in the Agreement or any utility agreement;

6) Lawsuits seeking to restrain, enjoin, challenge, or delay construction of any portion of the HSR System, or the granting or renewal of any governmental approval of any portion of the HSR System; or

7) Strikes, labor disputes, work slowdowns, work stoppages, secondary boycotts, walkouts, or other similar occurrences occurring within the vicinity of the Facility Work, in which the participants are not under either Party's control.

9.2. Relief Conditions

All relief from performance liability due to any Force Majeure Event is conditioned on the following:

The event is or was beyond the control of Facility Owner and the Authority, is or was not due to an act or omission of Facility Owner or the Authority, and could not have been avoided by due diligence or the use of reasonable efforts, and the Party claiming the excuse from performance has taken all of the following steps:

1) Promptly provided written notice to the other Party of the occurrence of the Force Majeure Event and its estimated duration;

2) Promptly remedied or mitigated the effect of the occurrence, to the extent possible; and

3) Resumed performance as soon as possible.

9.3. Acceleration Efforts

If any Force Majeure Event occurs, each Party agrees, if requested by the other Party, to accelerate its efforts thereafter if reasonably feasible to regain lost time.

10. MISCELLANEOUS PROVISIONS

10.1. Modification

This Agreement may be amended only by a written agreement executed by authorized representatives of both Parties.

10.2. Headings and Rules of Construction

The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses. All references herein to the singular shall include the plural, and vice versa. Unless otherwise specified, the words "including," "includes," and "include" shall be deemed to be followed by the words "without limitation."

10.3. Severability

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect; provided that, in such event, the Parties shall in good faith attempt to replace the prohibited, invalid, or unenforceable provision with one that is valid and enforceable and comes as close as reasonably possible to expressing or achieving the intent of the Parties with respect to the original provision.

10.4. Time is of the Essence

Time is of the essence as to the timelines established in this Agreement, including those pertaining to the review and comment on design and Relocation plans, Relocations, all other phases of Facility Work, and dispute resolution. The Parties acknowledge that strict adherence to timelines is a material aspect of this Agreement.

10.5. Counterparts

This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, and all of which counterparts taken together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via email or other electronic means, and any email or electronic exchange of a Party's signature or any digital signature of a Party that complies with the Uniform Electronic Transactions Act shall be deemed to be an original signature for all purposes.

10.6. Waiver

No provision of this Agreement may be waived or discharged unless such waiver or discharge is agreed to in writing and executed by each Party's duly authorized representatives.

10.7. Relationship of the Parties

Each Party is, and shall remain at all times, independent from the other Party and is not, and shall not act as or be deemed to be, an agent of the other Party. Nothing within this Agreement shall be construed to place the Parties in the relationship of partners or joint venturers. Neither Party has

or shall be deemed to have any right or power to obligate or bind the other Party in any manner. Neither Party is or shall be treated as a fiduciary of the other Party, and neither Party has or shall be deemed to have any special responsibility to the other Party beyond any obligations expressly set forth in this Agreement. This Agreement shall not limit the Authority's ability to exercise its independent judgment as the lead agency in complying with applicable laws or regulations.

10.8. Third-Party Beneficiaries

This Agreement is not intended, nor shall it be construed to create any third-party beneficiary rights in any third party. No obligation of a Party under this Agreement is enforceable by, or is for the benefit of, any other third parties. All provisions set forth under in this Agreement are for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to confer any rights upon any person, except when such Parties and their successors and assigns abide by the limitations on assignment set forth in this Agreement.

10.9. Joint and Several Liability

If Facility Owner consists of two (2) or more entities, all covenants, representations, warranties, and other agreements of Facility Owner in this Agreement shall be joint and several covenants, representations, warranties, and agreements of such entities.

10.10. Successors and Assigns

This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties.

10.11. Incorporation of Exhibits

All exhibits attached to and referenced within this Agreement are incorporated herein by such references, and include without limitation, the following:

- Exhibit A: Consent to Common Use Agreement
- Exhibit B: Joint Use Agreement
- Exhibit C: Utility Agreement
- Exhibit D: Schedule
- Exhibit E: Prescriptive Rights Claim Letter

10.12. Agreement Final Expression of the Parties

This Agreement, with its exhibits, and the Recitals set forth at the beginning, represents the entire, integrated agreement between the Authority and Facility Owner, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof.

10.13. Governing Law and Venue

This Agreement shall be interpreted under and governed by the laws of the State of California, except where they are superseded by federal law. The Parties agree that venue for any action, suit, arbitration, mediation, or other proceeding brought by either Party in relation to this Agreement shall lie exclusively in Sacramento County, California; provided that the Authority may file any eminent domain suit in the Superior Court for the County within which the subject real property is situated.

Each Party shall be responsible for its own costs including, without limitation, its attorney fees.

10.14. Nondiscrimination Compliance

During the performance of this Agreement, Facility Owner and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Facility Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Facility Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, title 2, section 11000, et seq.), the provisions of article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (sections 11135-11139.8), and the regulations or standards adopted by the Authority to implement such article.

Facility Owner shall include the nondiscrimination and compliance provisions of this clause in all subcontracts/subagreements to perform Facility Work under this Agreement.

10.15. Legislative Approval

Any financial obligation of the Authority, created by or arising from this Agreement, shall not impose a debt upon the State of California, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.

10.16. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding "Economic Sanctions" against Russian and Russian entities and individuals. "Economic Sanctions" refers to

sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California State law. Facility Owner represents that it is not the target of Economic Sanctions. Should the Authority determine that Facility Owner is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination by the Authority.

10.17. Audits

Facility Owner agrees that the Authority, the Department of General Services, the California State Auditor, and/or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Facility Owner agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Facility Owner agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Facility Owner agrees to provide a similar right to audit records and interview staff in any subcontract related to performance of this Agreement (Government Code section 8546.7).

10.18. Notices

A. Daily Communication Related to Facility Relocations. The following individuals are each party's contacts for purposes of daily communication between the Parties related to the progress of Relocations and any associated Facility Work.

B. Legal Notices. All legal notices required to be given under this Agreement may be delivered (1) by first class United States Mail, (2) hand delivered, (3) sent by express mail, or (4) electronic mail with read receipt requested and a follow-up telephone call made within 24-hours after sending the email. Each Party shall have a continuing obligation to notify the other Party in writing of the appropriate persons to receive notices sent pursuant to this Agreement. Unless or until otherwise notified in writing of alternate persons to receive legal notices under this Agreement, notices shall be sent to the following addresses:

If to Facility Owner:

Facility Owner Name:	Kern County Water Agency	Kern County Water Agency
Contact:	Attn: General Manager	Attn: General Manager
Address:	3200 Rio Mirada Drive	3200 Rio Mirada Drive
	Bakersfield, CA 93308	Bakersfield, CA 93308
Email Address:	info@kcwa.com	info@kcwa.com
Telephone Number:	(661) 634-1400	(661) 634-1400

If to the Authority:

Authority:	California High-Speed Rail Authority	California High-Speed Rail Authority
Contact:	Chief Counsel	Director of Real Property
Address:	770 L Street, Suite 620 MS 1	770 L Street, Suite 620
	Sacramento, CA 95814	Sacramento, CA 95814
Email Address:	legal@hsr.ca.gov	realproperty@hsr.ca.gov
Telephone Number:	(916) 324-1541	(916) 324-1541

10.19. State and Federal Grant Conditions

No state or federal funds or resources are allocated or encumbered as against this Agreement, and the Authority's obligations and duties expressed herein are conditioned upon sufficient funds being made available to the Authority by the California State Legislature or the United States Government for the purpose of the HSR System.

Utility Agreement(s) and any other agreements that involve payments or reimbursement from the Authority shall be subject to additional state and federal requirements.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement on the dates set forth below.

FACILITY OWNER:
KERN COUNTY WATER AGENCY,
a public agency of the State of California

By

Eric L. Averett, General Manager	Date

AUTHORITY:
STATE OF CALIFORNIA,
California High-Speed Rail Authority

By

Bassem Muallem, Statewide Regional Director	Date:

DRAFT

Recorded At The Request Of:
California High-Speed Rail Authority

When Recorded Mail To:
Director of Real Property
California High-Speed Rail Authority
770 L Street, Suite 620 MS-2
Sacramento, CA 95814

Space above this line for Recorder's use

This document is recorded for the benefit of the California High-Speed Rail Authority and is therefore exempt from the payment of a recording fee pursuant to Government Code section 27383, a filing fee pursuant to Government Code section 6103, and a documentary transfer tax pursuant to Revenue and Taxation Code section 11922.

PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

CONSENT TO COMMON USE AGREEMENT

This Consent to Common Use Agreement ("**Agreement**") is entered into by and between Kern County Water Agency, a public agency of the State of California ("**Owner**"), and the State of California, acting by and through the California High-Speed Rail Authority ("**Authority**"), on the date of the final signature below ("**Effective Date**"). Owner and the Authority are sometimes referred to in this Agreement together as the "**Parties**," singularly as a "**Party**," or by their individual names.

RECITALS

A. Owner possesses that certain *[right-of-way or easement]* that, together with its location, is more particularly described in [*Choose One*: in Document No. _____ of the _____ County Official Records, recorded on ___date___ OR in Exhibit A attached hereto and incorporated herein by this reference] ("**Owner's Existing Rights**").

B. The Authority has acquired certain real property to construct, operate, and maintain the complete California high-speed rail system that will provide intercity high-speed rail service pursuant to California Streets and Highways Code sections 2704 et seq. and California Public Utilities Code sections 185030 et seq ("**HSR System**"). "HSR System" includes, without limitation, the current and future real property, stations, railroad tracks, buildings, structures, facilities, power production and supply system, equipment, and appurtenances used for the operation, and maintenance of the California high-speed rail system. Certain land acquired for the HSR System is situated in the County of _____, California, in the location more particularly depicted in Exhibit B attached hereto and incorporated herein by this reference ("**Authority Right-of-Way**"). A portion of the Authority Right-of-Way is subject to Owner's Existing Rights.

C. Utility lines, facilities, and systems, including water, utility and communications lines, relating to the Owner's operation of its water treatment facility and related uses that directly or indirectly serve the public, including

any appurtenances thereto [*insert if applicable:* and any fire or police signal systems] owned and operated by Owner and installed pursuant to Owner's Existing Rights (collectively, "**Owner's Facilities**") conflict with the HSR System within the Authority Right-of-Way.

D. The Parties desire to eliminate the conflict with the HSR System and agree upon their shared use. The location in which Owner's Existing Rights are situated within the Authority Right-of-Way, as described in Exhibit A and depicted in Exhibit B shall be referred to herein as the "**Common Use Area**."

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals, mutual covenants, and agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and the Authority hereby agree as follows:

1. **Ownership of Facilities and Existing Rights.** The Authority acknowledges Owner's ownership of Owner's Facilities within the Common Use Area and Owner's rights and interests in the Common Use Area pursuant to Owner's Existing Rights.

2. **Each Party's Existing Rights and Common Use Rights.** Except as expressly set forth in this Agreement, Owner's Existing Rights outside of the Authority's Right-of-Way, and the Authority's rights within the Authority's Right-of-Way, are not modified or terminated, and shall remain unchanged.

3. **Rights and Duties in the Common Use Area.** Owner hereby consents and accepts that:

a. Owner's Existing Rights that are located within Authority's Right-of-Way are now restricted as set forth herein. Owner further consents and accepts that:

i. all or a portion of the Common Use Area lies within that portion of the Authority Right-of-Way that is fully or partially restricted, with all ingress and egress regulated by the Authority and/or its authorized agents ("**Access-Controlled Right-of-Way**"), as generally depicted in Exhibit B;

ii. Owner hereby consents to the construction, operation, and maintenance (including all activities required for such operation and maintenance) of the HSR System by the Authority or its contractors or other agents, successors and assigns, over, under, in, upon, and adjacent to the Common Use Area, subject to Owner's right to utilize such Common Use Area on the terms and conditions herein. The Authority excepts to and reserves the right to be exercised by the Authority, and other parties who obtain written permission or authorization from the Authority to:

1. maintain, use, operate, repair, replace, modify, and relocate any utility, electrical, or communication facilities; pipelines, cables, and appurtenances, and other facilities or structures of like character upon, over, under, or across the Common Use Area;

2. construct, maintain, renew, use, operate, change, modify, and relocate any tracks or additional facility, structure, and related appurtenance upon, over, under, or across the Common Use Area; and

3. use the Common Use Area in any manner as the Authority, in its discretion, deems appropriate, provided the Authority uses all commercially reasonable efforts to avoid material interference with Owner's use of the Common Use Area.

b. Owner's Facilities within the Authority's Access-Controlled Right-of-Way shall only be accessible from access points outside of the Access-Controlled Right-of-Way. Nothing in this Agreement shall be construed to grant Owner the right or authority to enter the Access-Controlled Right-of-Way unless the Parties agree to any such entry in a separate, duly authorized and executed agreement. Owner shall only use public roadways to travel from one side of Authority Right-of-Way to another side unless Authority-designated access points provide such access for Owner, or an authorized Authority representative has otherwise expressly approved or provided alternate access to Owner and such permission is documented in writing. No permit, license, or permission is required to use the Common Use Area for non-ground-disturbing maintenance and inspection, provided notice is given to the Authority at least 72 hours in advance, and such maintenance and inspection is conducted via access points. Owner shall not conduct any Hazardous Activity in or around the Common Use Area or modify its facilities within the Common Use Area without first obtaining all necessary permit(s), license(s), and/or other types of written authorizations from local, state, federal, or tribal authorities, and an Authority permit. "**Hazardous Activity**" means any work or activity that meets any of the following criteria: (i) damages or has the potential to damage present or future tracks, roadbeds, embankments, or other infrastructure or facilities of the Authority or other third parties; (ii) interferes, disrupts or has the potential to interfere with or disrupt the rights, interests, and/or activities of the Authority or of permitted or licensed third parties on Authority real property, including, but not limited to, interference with the operation of signaling systems, communication lines, or other installations or facilities; or (iii) harms or poses a risk to the safety or security of persons, property or the HSR System in any manner. In the event of a conflict between the terms of an Authority permit and this Agreement, the terms of the Authority permit shall control.

c. At all times, Owner shall maintain Owner's Facilities in good condition and repair, and shall comply with all Laws, including, without limitation, the California Public Utilities Commission General Order No. 176, and the Federal Railroad Administration Roadway Worker Protection Regulations (49 C.F.R. part 214(c), which requires on-track safety training prior to performing work). As used in this Agreement, "**Laws**" means all applicable federal, state, and local laws, regulations, and rules, as well as applicable Authority policies, procedures, standards, practices, and agreements, as amended from time to time.

4. **Personal Property and Fixtures.** Owner acknowledges that the safety and reliability of the HSR System are of paramount importance. All of Owner's personal property and fixtures installed within the Common Use Area, including, but not limited to, Owner's Facilities, equipment, and appurtenances are or will be installed and used at Owner's sole risk. The Authority shall not be liable for any damage to such property or theft thereof.

5. **Term.** This Agreement shall commence on the date of the final signature below, and shall continue until the earlier of a) such time as the Common Use Area is no longer used for high-speed rail or another public use, or b) the date on which Owner's Existing Rights expire or are terminated ("**Expiration Date**"). The Parties to this Agreement shall cooperate to record a termination instrument in the official records of the applicable county within a reasonable time after the Expiration Date.

6. Owner's Existing Rights and Common Use Rights. Both Owner and the Authority agree to use the Common Use Area in compliance with this Agreement and in such a manner as to not interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages that Owner or the Authority may now have or may hereafter accrue due to one Party using the Common

Use Area in such a manner as to cause an unreasonable interference with the other Party's or its agents' use of said Common Use Area or use of its adjacent property, if any.

7. **Limited Warranties.** The Authority's warranties are limited to those expressly stated in this Agreement.

8. **Runs with Land.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of both Parties.

9. **Emergency.**

a. **Actions in Exigent Circumstances**. If, at any time, an exigent circumstance or hazardous condition, arises (i) in or around the Common Use Area or (ii) from the operation or maintenance of Owner's Facilities and may impact the HSR System, the Party that first becomes aware of the exigent circumstance or hazardous condition shall (1) immediately upon becoming or being made aware of such situation, notify the other Party of such situation through the applicable designated emergency contact number; (2) coordinate with the Authority regarding any necessary emergency repairs, activities, or entry, it being understood that, Owner shall not enter the Authority's Access-Controlled Right-of-Way without the Authority's prior written consent; and (3) facilitate the other Party's performance of such measures as the Parties deem necessary and appropriate to protect, as applicable, the Owner's Facilities and/or the HSR System, including, without limitation, having an Authority representative on site during any Owner emergency repairs or activities to advise as to the effect of any emergency repairs on the HSR System.

b. **Duty to Mitigate**. In the case of exigent circumstances arising from the operation or maintenance of Owner's Facilities that results in any impact on the HSR System, actions to eliminate such effects shall be at Owner's sole cost and expense. In the case of exigent circumstances arising from the operation or maintenance of the HSR System that results in any impact on the Owner's Facilities, actions to eliminate such effects shall be at the Authority's sole cost and expense.

c. **Emergency Contacts.**

i. The Authority's emergency telephone number is **833-782-1704**. The Authority's emergency email address is **emergency@hsr.ca.gov**.

ii. Owner's emergency telephone number is [_____]. Owner's emergency email address is [_____].

10. **Assignment.** Owner shall not sell, assign, transfer, or hypothecate this Agreement or any right, obligation, or interest contained in this Agreement, including, but not limited to, licensing, leasing, or transferring any interest in or right to use any portion of the Common Use Area to another person, whether voluntarily or by operation of law, without the Authority's prior written consent, which consent will not be unreasonably withheld; provided, however, Owner may assign this Agreement in its entirety without the other Party's consent to Owner's affiliates or in connection with a merger, acquisitions, corporate reorganization or sale of all or substantially all of its assets. Any permitted assignment shall incorporate all terms of this Agreement and Owner shall provide the Authority with copies of the assignment document(s), and the Authority, Owner, and such assignee shall cause a memorandum of assignment to be recorded in the real property records of Kern County. Any attempted assignment by Owner in violation of this Section shall be a breach of this Agreement. No such assignment shall absolve Owner of its obligations under this Agreement.

11. **Non-waiver.** Neither Party shall be deemed to have waived any rights or defaults under this Agreement except upon express, written authorization signed by authorized representatives of that Party.

12. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the Constitution and laws of the State of California, without regard to conflict of law principles. Venue for any equitable or legal actions between the Parties shall lie exclusively in Sacramento County, California.

13. **Title VI Requirement.** The Owner for itself, representatives, successors-in-interest, and as part of the consideration hereof, does hereby covenant and agree that:

a. In the event Owner Facilities are constructed, maintained, or otherwise operated on the land described in this Agreement for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Owner will maintain and operate such Owner Facilities and services in compliance with all requirements imposed by the Title VI of the United States Civil Rights Act of 1964 (42 U.S.C. Sec. 2000d et seq., 78 stat. 252), 49 Code of Federal Regulations Part 21, and 28 Code of Federal Regulations section 50.1 (as they may be amended), such that no person on the grounds of race, color, or national origin, will be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Owner Facilities.

b. Owner for itself and its representatives, successors-in-interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the United States Civil Rights Act of 1964 (42 U.S.C. Sec. 2000d et seq., 78 stat. 252), 49 Code of Federal Regulations Part 21, and 28 Code of Federal Regulations section 50.3, as amended.

14. **Complete Agreement**. This Agreement, together with the recitals set forth above and all exhibits attached hereto, is the full and final expression of the Parties' agreement with respect to the subject matter hereof and supersedes all separate agreements between the Parties relating to Owner's use of the Common Use Area.

15. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, and all of which counterparts taken together shall constitute one and the same instrument.

[Signatures and Acknowledgments Follow]

- - -

PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

OWNER:
Kern County Water Agency,
A Public Agency of the State of California

By: _____
Print Name: _____

Title: _____
Date: _____

By: _____
Print Name: _____

Title: _____
Date: _____

AUTHORITY:
State of California,
California High-Speed Rail Authority

By: _____
Print Name: _____

Title: _____
Date: _____

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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 the instrument.

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

Legal Description of Common Use Area

(see attached)

EXHIBIT B

Depiction of the Common Use Area

(see attached)

DRAFT

OWNER'S BOARD RESOLUTION

DRAFT

- - -

PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

OWNER'S CERTIFICATE OF ACCEPTANCE

DRAFT

Authority's Certificate of Acceptance

DRAFT

Recorded At The Request Of:
California High-Speed Rail Authority

When Recorded Mail To:
Director of Real Property
California High-Speed Rail Authority
770 L Street, Suite 620 MS-2
Sacramento, CA 95814

Space above this line for Recorder's use

This document is recorded for the benefit of the California High-Speed Rail Authority and is therefore exempt from the payment of a recording fee pursuant to Government Code section 27383, a filing fee pursuant to Government Code section 6103, and a documentary transfer tax pursuant to Revenue and Taxation Code section 11922.

PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

JOINT USE AGREEMENT

This Joint Use Agreement ("**Agreement**") is entered into by and between Kern County Water Agency, a public agency of the State of California ("**Owner**"), and the State of California, acting by and through the California High-Speed Rail Authority ("**Authority**"), on the date of the final signature below ("**Effective Date**"). Owner and the Authority are sometimes referred to in this Agreement together as the "**Parties**," singularly as a "**Party**," or by their individual names.

RECITALS

A. Owner possesses that certain *[right-of-way or easement]* that, together with its location, is more particularly described [*Choose One:* in Document No. _____ of the _____County Official Records, recorded on ___date___ *OR* in Exhibit A attached hereto and incorporated herein by this reference*]* ("**Owner's Existing Rights**").

B. The Authority has acquired certain real property to construct, operate, and maintain the complete California high-speed rail system that will provide intercity high-speed rail service pursuant to California Streets and Highways Code sections 2704 et seq. and California Public Utilities Code sections 185030 et seq ("**HSR System**"). "HSR System" includes, without limitation, the current and future real property, stations, railroad tracks, buildings, structures, facilities, power production and supply system, equipment, and appurtenances used for the operation, and maintenance of the California high-speed rail system. Certain land acquired for the HSR System is situated in the County of Kern, California, in the location more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("**Authority Right-of-Way**"). A portion of the Authority Right-of-Way is subject to Owner's Existing Rights.

C. Utility lines, facilities, and systems, including water, utility and communications lines, relating to the Owner's operation of its water treatment facility and related use that directly or indirectly serve the public, including any appurtenances thereto [*insert if applicable:* and any fire or police signal systems] owned and operated by Owner

and installed pursuant to Owner's Existing Rights (collectively, "**Owner's Facilities**") conflict with the HSR System within the Authority Right-of-Way.

D. The Authority has relocated a portion of Owner's Facilities that conflict with the HSR System and the Parties desire to eliminate the conflict within, and agree upon their joint use of, the portion of Authority Right-of-Way into which Owner's Facilities have been relocated, all on the terms and conditions of this Agreement. The new location of Owner's Existing Rights within the Authority Right-of-Way as set forth in Exhibit C, shall be referred to herein as the "**Joint Use Area**."

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals, mutual covenants, and agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and the Authority hereby agree as follows:

1. **Ownership of Facilities and Existing Rights.** The Authority acknowledges Owner's ownership of Owner's Facilities within the Joint Use Area and Owner's rights and interests in the Joint Use Area pursuant to Owner's Existing Rights.

2. **Quitclaim.** Owner does hereby surrender, remise, release, and quitclaim to the Authority all of Owner's right, title, and interest in and to any portion of Owner's Existing Rights within the Authority's Right-of-Way, which location is generally described and depicted in the attached Exhibit D ("**Owner's Quitclaimed Rights**") that is incorporated herein by this reference.

3. **Grant of Owner's Replacement Easement.** The Authority hereby grants to Owner the non-exclusive easement in gross in and to the Joint Use Area, together with the right to [*insert list of Owner's Existing Rights*] within such easement area, which replaces Owner's Quitclaimed Rights ("**Owner's Replacement Easement**"). Owner's Replacement Easement is situated within a portion of the Authority Right-of-Way, which shared area is defined above as the Joint Use Area. Owner's rights in the Joint Use Area are subject to the Authority's right to construct, install, operate, and maintain the HSR System within the Authority Right-of-Way. The foregoing grant does not include, and the Authority expressly excepts from such grant and reserves for the Authority and any third parties acting pursuant to the Authority's express written permission or authorization, the following rights within the Joint Use Area:

a. to install, construct, use, operate, maintain, repair, replace, modify, relocate, and remove any utility, including, without limitation, electrical, gas, water, or communication facilities; pipelines, poles, towers, cables, and appurtenances; and other facilities or structures upon, over, under, or across the Joint Use Area;

b. to construct, use, operate, maintain, renew, change, and relocate any tracks or additional facility, structure, and related appurtenance in, upon, over, under, or across the Joint Use Area; and

c. to use the Joint Use Area in any manner as the Authority, in its discretion, deems appropriate, provided that the Authority endeavors to avoid interfering unreasonably with Owner's use of the Joint Use Area.

4. **Rights and Duties in the Joint Use Area.** Owner hereby accepts the grant of Owner's Replacement Easement, and agrees that:

a. This Agreement grants Owner the right to use the Joint Use Area on the terms and conditions hereof, and Owner accepts such rights as granted herein.

b. Owner's Quitclaimed Rights, as set forth in Exhibit D, are hereby replaced by Owner's Replacement Easement.

c. All or a portion of the Joint Use Area lies within that portion of the Authority Right-of-Way that is fully or partially restricted, with all ingress and egress regulated by the Authority and/or its authorized agents ("**Access-Controlled Right-of-Way**"), as generally depicted in Exhibit C.

d. Owner's Facilities within the Authority's Access-Controlled Right-of-Way shall only be accessible from access points outside of the Access-Controlled Right-of-Way. Nothing in this Agreement shall be construed to grant Owner the right or authority to enter the Access-Controlled Right-of-Way unless the Parties agree to any such entry in a separate, duly authorized and executed agreement. Owner shall only use public roadways to travel from one side of Authority Right-of-Way to another side unless Authority-designated access points provide such access for Owner, or an authorized Authority representative has otherwise expressly approved or provided alternate access to Owner and such permission is documented in writing. No permit, license, or permission is required to use the Joint Use Area for non-ground-disturbing maintenance and inspection, provided notice is given to the Authority at least 72 hours in advance, and such maintenance and inspection is conducted via access points. Owner shall not conduct any Hazardous Activity in or around the Joint Use Area, or modify its facilities within the Joint Use Area without first obtaining all necessary permit(s), license(s), and/or other types of written authorizations from local, state, federal, or tribal authorities, and an Authority permit. "**Hazardous Activity**" means any work or activity that meets any of the following criteria: (i) damages or has the potential to damage present or future tracks, roadbeds, embankments, or other infrastructure or facilities of the Authority or other third parties; (ii) interferes, disrupts or has the potential to interfere with or disrupt the rights, interests, and/or activities of the Authority or of permitted or licensed third parties on Authority real property, including, but not limited to, interference with the operation of signaling systems, communication lines, or other installations or facilities; or (iii) harms or poses a risk to the safety or security of persons, property or the HSR System in any manner. In the event of a conflict between the terms of an Authority permit and this Agreement, the terms of the Authority permit shall control.

e. At all times, Owner shall maintain Owner's Facilities in good condition and repair, and shall comply with all Laws, including, without limitation, the California Public Utilities Commission General Order No. 176, and the Federal Railroad Administration Roadway Worker Protection Regulations (49 C.F.R. part 214(c), which requires on-track safety training before performing work). As used in this Agreement, "**Laws**" means all applicable federal, state, and local laws, regulations, and rules, as well as applicable Authority policies, procedures, standards, practices, and agreements, as amended from time to time.

5. **Personal Property and Fixtures.** Owner acknowledges that the safety and reliability of the HSR System are of paramount importance. All of Owner's personal property and fixtures installed within the Joint Use Area, including, but not limited to, Owner's Facilities, equipment, and appurtenances are or will be installed and used at Owner's sole risk. The Authority shall not be liable for any damage to such property or theft thereof.

6. **Term.** This Agreement shall commence on the date of the final signature below, and shall continue until such time as the Joint Use Area is no longer used for high-speed rail or another public use. Upon the expiration of this Agreement, the Parties shall cooperate to record a termination instrument in the official records of the applicable county.] ("**Expiration Date**").

7. **Owner's Existing Rights and Joint Use Rights**. Both Owner and the Authority agree to use the Joint Use Area in compliance with this Agreement and in such a manner as to not interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages that Owner or the Authority may now have or may hereafter accrue due to one Party using the Joint Use Area in such a manner as to cause an unreasonable interference with the other Party's or its agents' use of said Joint Use Area or use of its adjacent property, if any.

8. **Limited Warranties.** The Authority's warranties are limited to those expressly stated in this Agreement.

9. **Runs with Land.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of both Parties.

10. **Emergency.**

a. **Actions in Exigent Circumstances**. If, at any time, an exigent circumstance or hazardous condition, arises (i) in or around the Joint Use Area or (ii) from the operation or maintenance of Owner's Facilities and may impact the HSR System, the Party that first becomes aware of the exigent circumstance or hazardous condition shall (1) immediately upon becoming or being made aware of such situation, notify the other Party of such situation through the applicable designated emergency contact number; (2) coordinate with the other Party regarding any necessary emergency repairs, activities, or entry, it being understood that, Owner shall not enter the Access-Controlled Right-of-Way without the Authority's prior written consent; and (3) facilitate the other Party's performance of such measures as the Parties deem necessary and appropriate to protect, as applicable, the Owner's Facilities and/or the HSR System, including, without limitation, having an Authority representative on site during any Owner emergency repairs or activities to advise as to the effect of any emergency repairs on the HSR System.

b. **Duty to Mitigate**. In the case of exigent circumstances arising from the operation or maintenance of Owner's Facilities that results in any impact on the HSR System, actions to eliminate such effects shall be at Owner's sole cost and expense. In the case of exigent circumstances arising from the operation or maintenance of the HSR System that results in any impact on the Owner's Facilities, actions to eliminate such effects shall be at the Authority's sole cost and expense.

c. **Emergency Contacts**

i. The Authority's emergency telephone number is **833-782-1704**. The Authority's emergency email address is **emergency@hsr.ca.gov**.

ii. Owner's emergency telephone number is [_____]. Owner's emergency email address is [_____].

11. **Assignment.** Owner shall not sell, assign, transfer, or hypothecate this Agreement or any right, obligation, or interest contained in this Agreement, including, but not limited to, licensing, leasing, or transferring any interest in or right to use any portion of the Joint Use Area to another person, whether voluntarily or by operation of law, without the Authority's prior written consent, which consent will not be unreasonably withheld; provided, however, Owner may assign this Agreement in its entirety without the other Party's consent to Owner's affiliates or in connection with a merger, acquisitions, corporate reorganization or sale of all or substantially all of its assets. Any permitted assignment shall incorporate all terms of this Agreement and Owner shall provide the Authority with copies of the assignment document(s), and the Authority, Owner, and such assignee shall cause a memorandum of assignment to be recorded in the real property records of Kern County. Any attempted assignment by Owner in violation of this Section shall be a breach of this Agreement. No such assignment shall absolve Owner of its obligations under this Agreement.

12. **Non-waiver.** Neither Party shall be deemed to have waived any rights or defaults under this Agreement except upon express, written authorization signed by authorized representatives of that Party.

13. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the Constitution and laws of the State of California, without regard to conflict of law principles. Venue for any equitable or legal actions between the Parties shall lie exclusively in Sacramento County, California.

14. **Title VI Requirement.** The Owner, for itself, representatives, successors-in-interest, and as part of the consideration hereof, does hereby covenant and agree that:

a. In the event Owner Facilities are constructed, maintained, or otherwise operated on the land described in this Agreement for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Owner will maintain and operate such Owner Facilities and services in compliance with all requirements imposed by the Title VI of the United States Civil Rights Act of 1964 (42 U.S.C. Sec. 2000d et seq., 78 stat. 252), 49 Code of Federal Regulations Part 21, and 28 Code of Federal Regulations section 50.3 (as they may be amended), such that no person on the grounds of race, color, or national origin, will be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Owner Facilities.

b. Owner for itself, its representatives, successors-in-interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (2) the (licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the United States Civil Rights Act of 1964 (42 U.S.C. Sec. 2000d et seq., 78 stat. 252), 49 Code of Federal Regulations Part 21, and 28 Code of Federal Regulations section 50.3, as amended.

15. **Complete Agreement.** This Agreement, together with the recitals set forth above and all exhibits attached hereto, is the full and final expression of the Parties' agreement with respect to the subject matter hereof and supersedes all separate agreements between the Parties relating to Owner's use of the Joint Use Area.

16. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, and all of which counterparts taken together shall constitute one and the same instrument.

[Signatures and Acknowledgments Follow]

- - -

PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

OWNER:
Kern County Water Agency,
A Public Agency of the State of California

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

AUTHORITY:
State of California,
California High-Speed Rail Authority

By: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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 the instrument.

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

Legal Description of Owner's Existing Rights

(See attached.)

EXHIBIT B

Legal Description of Authority Right-of-Way

EXHIBIT C

Legal Description and Depiction of the Joint Use Area (Owner's Replacement Easement)

EXHIBIT D

Legal Description of Owner's Quitclaimed Rights

EXHIBIT A

UTILITY AGREEMENT

BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
AND
KERN COUNTY WATER AGENCY

This UTILITY AGREEMENT ("**Utility Agreement**") is made by and between the State of California, acting by and through the California High-Speed Rail Authority ("**Authority**"), and Kern County Water Agency, a public agency of the State of California ("**Facility Owner**" or "**Contractor**") and is effective on the date on which it is executed by the Authority ("**Effective Date**"). The Authority and Facility Owner are hereinafter referred to individually as a "**Party**," and together as the "**Parties**."

RECITALS

A. Facility Owner and the Authority entered into that certain Master Agreement, HSR[##-##], dated [Month] [Day], 2026 ("**Master Agreement**");

B. Facility Owner owns and maintains water treatment Facilities and related appurtenances that conflict with the HSR System in the vicinity of the Authority's Fresno to Bakersfield segment in Kern County at those locations further identified in Attachment 4 – Subject Facilities, which require Relocation and/or modification to accommodate the HSR System ("**Subject Facilities**"); and

C. Pursuant to the Master Agreement, the Parties desire to enter into this Utility Agreement to decide upon the general requirements, expectations, responsibilities, and obligations of each Party with respect to the Relocation of the Subject Facilities, all on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Utility Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. BACKGROUND AND PURPOSE

1.1. Incorporation of Recitals

EXHIBIT A

The recitals set forth above are hereby incorporated into and made a part of this Utility Agreement.

1.2. Master Agreement

This Utility Agreement is issued to authorize the Facility Work described herein. This Utility Agreement does not express all of the terms and conditions relevant to the Facility Work; accordingly, the Master Agreement and all of its provisions are incorporated into this Utility Agreement by reference. All Facility Work shall be performed in accordance with the requirements of this Utility Agreement and the Master Agreement. In the event of any inconsistency between the provisions of this Utility Agreement and the Master Agreement, the provisions of this Utility Agreement shall control.

1.3. Terms and Definitions

Capitalized terms used but not defined in this Utility Agreement shall have the definitions set forth in the Master Agreement.

1.4. Exhibits and Attachments

All exhibits and attachments referenced within or attached to this Utility Agreement are incorporated herein by reference.

1.5. Effective Date

This Utility Agreement shall become effective as of the date on which it is signed by the Authority and shall terminate as set forth in Section 2 of the STD 213 of this Utility Agreement to which this Exhibit A is attached, unless the Parties amend this Utility Agreement in writing to extend its term.

2. SCOPE OF WORK

2.1. Location and General Description of the Facility Work Covered by this Utility Agreement

The Subject Facilities are identified in Attachment 4 and a general description of the Facility Work for each Subject Facility will be set forth in a written notice from the Authority to Facility Owner authorizing Facility Work to commence ("**Notice to Owner**").

2.2. Authority Constructs the Facility

EXHIBIT A

If the Authority elects to perform the Facility Work, it may perform the Facility Work itself or cause the work to be performed by a contractor. When the Authority or its contractor constructs a Subject Facility, then Facility Owner will be responsible for Coordination Work. "Coordination Work" means the portion of Facility Work to be performed by Facility Owner when the Authority constructs the Facility, including coordinating with the Authority or its contractor; inspecting construction to confirm that it is proceeding in accordance with the approved RFC plans; and other efforts necessary, reasonable, and appropriate to complete Relocations to accommodate the HSR System, as authorized by a Notice to Owner.

2.2.1. Notice to Owner: Authority Constructs the Facility

2.2.1.1. The Authority's Contract Manager will issue a draft Notice to Owner in a form substantially similar to the draft(s) attached to this Utility Agreement as Attachment 1. Upon receipt, Facility Owner will have 21 days to provide an estimate of Facility Owner's cost to perform the Coordination Work as specified in the draft Notice to Owner. Once the Authority approves Facility Owner's cost estimate, or portion thereof, the Authority will execute the Notice to Owner and deliver it to Facility Owner.

2.2.1.2. Facility Owner shall not perform Facility Work or Coordination Work prior to the issuance of a signed Notice to Owner authorizing the relevant Facility Work. The Authority or its contractor shall perform Facility Work in accordance with the Notice to Owner.

2.2.1.3. Any revision to the Notice to Owner, initiated by either Party, shall be agreed upon and executed by both Parties in a revised Notice to Owner. Such a mutually executed revised Notice to Owner shall be attached to and incorporated into this Utility Agreement. No Facility Work or Coordination Work described under a revised Notice to Owner shall commence before the revised Notice to Owner is fully executed.

2.2.2. Performance of Facility Work: Authority Constructs the Facility

The Authority shall submit design plans for each Subject Facility to Facility Owner for Facility Owner's twenty-one (21) day review and comment period at the following stages of design:

- 30% Design Plan Set
- 60% Design Plan Set
- 90% Design Plan Set
- Ready for Construction ("RFC") Plans

EXHIBIT A

2.2.2.1. The Authority or its contractor will coordinate with Facility Owner for the proposed schedule of the Facility Work.

2.2.3. Notice of Functional Completion: Authority Constructs the Facility

The Authority will provide Facility Owner with written notice that a Subject Facility is suitable for use for its intended purpose in accordance with RFC design plans approved by Facility Owner ("**Functional Completion**") within fifteen (15) days after construction reaches that stage for each Subject Facility.

Within fifteen (15) days after receipt of the written notice of Functional Completion, Facility Owner shall provide the Authority with a punch list identifying any final, minor items necessary to make the Facility Functionally Complete. If Facility Owner does not provide a punch list within fifteen (15) days, then the Facility shall be deemed Functionally Complete. If Facility Owner submits a punch list, the Authority or its contractor(s) shall review the punch list and shall notify Facility Owner within fifteen (15) days after receipt, of any items in dispute. For the avoidance of doubt, with respect to punch list work, Facility Owner shall waive any otherwise-required Facility Owner permit, bond, fee, or other such requirements for work performed on its Facilities.

The Authority or its contractor(s) shall complete work on the undisputed punch list items within a commercially reasonable time after receiving the punch list. Upon completion of the items on the punch list, the Authority shall notify Facility Owner, and Facility Owner shall, within five (5) days after receipt of such notification, provide concurrence that the Facility is Functionally Complete or notify the Authority that Facility Owner intends to dispute the Functional Completion status of the Facility. If Facility Owner fails to provide timely concurrence or notification to the contrary as specified herein, the Facility shall be deemed Functionally Complete.

Any disputed items shall be resolved pursuant to Section 5 of the Master Agreement.

2.2.4. Facility Transfer: Authority Constructs the Facility

Upon Functional Completion as set forth above, Facility Owner and either the Authority or the Authority's contractor will execute the Bill of Transfer Acceptance.

Title and ownership to the subject Facility, and any applicable warranties from the Authority's contractor, shall transfer to Facility Owner, and Facility Owner shall be deemed to have accepted and assumed all responsibility for the subject Facility, including all ownership and maintenance obligations, upon the earlier of (1) the date of Facility Owner's signature on the Bill of Transfer Acceptance, or (2) Facility Owner's operational use of the Facility.

EXHIBIT A

2.2.5. Final As-Builts: Authority Constructs the Facility

The Authority shall provide to Facility Owner final As-Built plans of each Facility that is Relocated hereunder in PDF and AutoCAD formats, as well as in GIS, if applicable. Unless another schedule is specified in the Master Agreement, As-Builts shall be delivered to Facility Owner within one hundred eighty (180) days after Functional Completion of the Facilities that are Relocated.

2.3. Facility Owner Constructs the Facility

When all or a portion of the Facility Work is to be performed by Facility Owner, Facility Owner agrees to timely furnish all necessary labor, materials, tools, and equipment required to promptly and diligently execute said Facility Work to completion. Facility Owner shall promptly, diligently, and timely (i) perform the Facility Work, or (ii) cause the Facility Work to be performed by a contractor, to completion.

Upon the issuance of a Notice to Owner, Facility Owner shall diligently undertake, or cause to be undertaken, the Facility Work to ensure completion of such Facility Work by the agreed-upon date.

2.3.1. Notice to Owner: Facility Owner Constructs the Facility

2.3.1.1. The Authority's Contract Manager will issue a draft Notice to Owner in a form substantially similar to the draft attached to this Utility Agreement as Attachment 1. Upon receipt, Facility Owner will have [X] days to provide an estimate of Facility Owner's cost to perform the Facility Work as specified in the draft Notice to Owner. Once the Authority approves Facility Owner's cost estimate, or portion thereof, the Authority will execute the Notice to Owner and deliver it to Facility Owner.

2.3.1.2. Facility Owner shall not perform Facility Work prior to the issuance of a signed Notice to Owner authorizing the relevant Facility Work. Facility Owner or its contractor shall perform Facility Work in accordance with the Notice to Owner.

2.3.1.3. Any revision to the Notice to Owner, initiated by either Party, shall be agreed upon and executed by both Parties in a revised Notice to Owner. Such a mutually executed revised Notice to Owner shall be attached to and incorporated into this Utility Agreement. No Facility Work described under a revised Notice to Owner shall commence before the revised Notice to Owner is fully executed.

EXHIBIT A

2.3.2. Performance of the Facility Work: Facility Owner Constructs the Facility

Facility Owner shall submit design plans for each Subject Facility to the Authority for the Authority's fourteen (14) day review and comment period at the following stages of design:

- 30% Design Plan Set
- 60% Design Plan Set
- 90% Design Plan Set
- Ready for Construction Plans

2.3.2.1. The schedule for Facility Owner to perform Facility Work shall be agreed upon by Facility Owner and the Authority in the Notice to Owner or revised Notice to Owner.

2.3.2.2. Facility Owner agrees to perform Facility Work with its own forces or to cause the Facility Work to be performed by Facility Owner's contractors under a written contract to provide and furnish all necessary labor, materials, tools, and equipment, and to prosecute said Facility Work diligently to completion.

2.3.3. Notice of Functional Completion: Facility Owner Constructs the Facility

Facility Owner shall provide written notice to the Authority within fifteen (15) days after Functional Completion of a Facility constructed and installed by Facility Owner or its contractor.

Within fifteen (15) days after receipt of the written notice of Functional Completion, the Authority shall provide Facility Owner with a punch list identifying any final, minor items necessary to ensure that the Relocated Facility does not conflict with the HSR System and/or the Authority's published design standards. If the Authority does not provide a punch list within fifteen (15) days, then the Facility shall be deemed Functionally Complete. If the Authority submits a punch list, then Facility Owner or its contractor(s) shall review the punch list and shall notify the Authority within fifteen (15) days after receipt, of any items in dispute.

Facility Owner or its contractor(s) shall complete work on the undisputed punch list items within a commercially reasonable time after receiving the punch list. Upon completion of the items on the punch list, Facility Owner shall provide written notification to the Authority, and the Authority shall, within five (5) days after receipt of such notification, provide concurrence that the Facility is Functionally Complete or notify Facility Owner that the Authority intends to dispute the Functional Completion of the Facility. If the Authority fails to provide timely concurrence or notification to the contrary as specified herein, the Facility shall be deemed Functionally Complete.

EXHIBIT A

Any disputed items shall be resolved pursuant to Section 5 of the Master Agreement.

Within one hundred eighty (180) days after Functional Completion, Facility Owner shall provide the Authority with As-Builts of the Facility in PDF and AutoCAD formats, as well as GIS, if applicable.

3. INSPECTIONS

When the Authority or its contractor(s) will perform all or a portion of Facility Work, Facility Owner shall have access from time-to-time to inspect construction of the Facility Work and confirm that the construction is proceeding in accordance with the approved RFC plans for the Subject Facility.

When Facility Owner performs the Facility Work, the Authority is entitled to have a reasonable number of representatives at the location of the Facility Work construction to verify that the Facility Work is being performed by Facility Owner or its contractor in accordance with the approved RFC plans and schedule for the Subject Facility.

4. CONTACTS AND INQUIRIES

4.1. Contract Managers

All inquiries and requests related to and during the term of this Utility Agreement, shall be directed, as applicable, to the representatives identified below (collectively, "**Contract Managers**"; individually, "**Contract Manager**"):

AUTHORITY		FACILITY OWNER	
Contract Manager:	Clay Lomax	Contract Manager:	Wesley Shryock
Position Title:	Sup. Transportation Engr	Position Title:	Improvement District 4 Manager
Address:	1111 H Street Sacramento, CA 95814	Address:	3200 Rio Mirada Drive Bakersfield, CA 93308
Phone:	916-213-7503	Phone:	
Email:	clay.lomax@hsr.ca.gov	Email:	wshryock@kcwa.com

4.2. Changing Contract Managers

Either Party may change its Contract Manager at any time without amending this Utility Agreement, by giving written notice and electronic copy to the other Party's Contract Manager subject to the terms and conditions of this Utility Agreement and the Master Agreement.

5. PAYMENT FOR WORK

5.1. Payment for Work

To the extent Facility Owner is performing any of the Facility Work or Coordination Work for a Relocation, the costs shall be developed and reimbursed and/or credited pursuant to the provisions below and in accordance with the Master Agreement. For each Subject Facility listed in a Notice to Owner, the Authority shall specify in the Notice to Owner which of the following cost allocations will be applied to the Facility Work to be performed on the Subject Facility.

5.1.1. Actual, Reasonable, and Necessary Costs

When Facility Owner submits an Invoice, Facility Owner will provide the Authority with its total actual, reasonable, and necessary costs for the portion of the Facility Work and/or Coordination Work performed by Facility Owner. Facility Owner shall also provide the accrued depreciation value, salvage value of the replaced Facility, the amount of any Betterment ("**Applicable Credits**"), and sufficient supporting documentation. Facility Owner's actual, reasonable, and necessary costs for the portion of the Facility Work and/or Coordination Work performed by Facility Owner minus Applicable Credits is referred to herein as the "**Actual Cost**." The Actual Cost amounts will be provided in a form substantially similar to the draft attached to this Utility Agreement as Attachment 2 ("**Actual Cost Form**"). Facility Owner's Actual Cost for such Facility Work and/or Coordination Work shall be developed pursuant to the work order accounting procedure prescribed by the California Department of General Services and California State Controller's Office.

If Facility Owner is entitled to any reimbursement for its Actual Cost, the amount required to be paid by the Authority to Facility Owner pursuant to this Utility Agreement shall be full compensation to Facility Owner for all such Actual Cost (including, without limitation, costs of acquiring right-of-way for Facility Work).

5.1.2. No Charge

Except as otherwise specified herein, Facility Owner is responsible for all of its costs for the Facility Work and/or Coordination Work to be performed by Facility Owner. Accordingly, Facility Owner is not required to report such costs to the Authority.

EXHIBIT A

5.2. Invoicing Procedures

If Facility Owner is entitled to reimbursement under Section 5.1.1 above, Facility Owner shall invoice the Authority its Actual Costs, pursuant to the attached Exhibit B.

5.3. Monthly Updates

By the 10th of every month, in Facility Owner's form, Facility Owner shall submit to the Authority an update of its to-date accumulated Actual Costs for each of the tasks listed in the Notice to Owner ("**Invoices**") for the previous calendar month.

5.3.1. Facility Owner shall submit the Invoices via electronic mail to the Authority contacts provided under Section 2(E) of the attached Exhibit B.

5.3.2. Facility Owner understands and agrees that by submitting an Invoice, Facility Owner is confirming that the Invoice aligns with the to-date Actual Costs.

5.3.3. Any credits due to the Authority under California Public Utilities Code sections 185501 through 185507 will be reflected in the invoicing as a credit against reimbursable costs as early as the credit may reasonably be assessed, and for each Subject Facility, by no later than in the final Invoice upon Functional Completion of that Subject Facility.

6. FORCE MAJEURE

6.1. Force Majeure Events

Neither of Facility Owner or the Authority shall be liable to the other for any failure to perform under this Utility Agreement to the extent such performance is prevented by any of the following (each, individually, a "**Force Majeure Event**"):

1) Earthquakes exceeding 3.5 on the Richter scale;

2) Tidal waves;

3) Flooding that prevents the affected Party's performance;

4) Epidemics, pandemics, blockades, rebellions, wars, riots, acts of terrorism, or civil commotion;

5) Discovery at, near, or within the site of Facility Work of any archaeological, paleontological, cultural, biological, or other protected resources, provided that the existence of such resources was not known or disclosed by either Party;

6) Lawsuits seeking to restrain, enjoin, challenge, or delay construction of any portion of the HSR System, or the granting or renewal of any governmental approval of any portion of the HSR System; or

7) Strikes, labor disputes, work slowdowns, work stoppages, secondary boycotts, walkouts, or other similar occurrences occurring within the vicinity of the Facility Work, in which the participants are not under either Party's control.

6.2. Relief Conditions

All relief from performance liability due to any Force Majeure Event is conditioned on the following:

The event is or was beyond the control of Facility Owner and the Authority, is or was not due to an act or omission of Facility Owner or the Authority, and could not have been avoided by due diligence or the use of reasonable efforts, and the Party claiming the excuse from performance has taken all of the following steps:

1) Promptly provided written notice to the other Party of the occurrence of the Force Majeure Event and its estimated duration;

2) Promptly remedied or mitigated the effect of the occurrence, to the extent possible; and

3) Resumed performance as soon as possible.

6.3. Acceleration Efforts

If any Force Majeure Event occurs, each Party agrees, if requested by the other Party, to accelerate its efforts thereafter if reasonably feasible to regain lost time.

7. MISCELLANEOUS

7.1. Authorized Representatives

EXHIBIT A

Each individual executing this Utility Agreement and the instruments referenced herein on behalf of a Party have the legal power, right, and actual authority to bind the Party to the terms and conditions set forth in this Utility Agreement.

7.2. Relationship of the Parties

Each Party is, and shall remain at all times, independent from the other Party and is not, and shall not act as or be deemed to be, an agent of the other Party. Nothing within this Utility Agreement shall be construed to place the Parties in the relationship of partners or joint venturers. Neither Party has or shall be deemed to have any right or power to obligate or bind the other Party in any manner. Neither Party is or shall be treated as a fiduciary of the other Party, and neither Party has or shall be deemed to have any special responsibility to the other Party beyond any obligations expressly set forth in this Utility Agreement. This Utility Agreement shall not limit the Authority's ability to exercise its independent judgment as the lead agency in complying with applicable laws or regulations.

7.3. Counterparts

This Utility Agreement may be executed in multiple counterparts and each such counterpart shall be deemed an original instrument, all of which together shall constitute one and the same instrument. Counterparts of this Utility Agreement may be exchanged via e-mail or other electronic means and any email or electronic exchange of a Party's signature, or any digital signature of a Party which complies with the Uniform Electronic Transaction Act, shall be deemed to be an original signature for all purposes.

7.4. Headings and Rules of Construction

The headings appearing in this Utility Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses. All references herein to the singular shall include the plural, and vice versa. Unless otherwise specified, the words "including," "includes," and "include" shall be deemed to be followed by the words "without limitation."

7.5. Interpretation

This Utility Agreement shall be interpreted in a neutral manner, and not more strongly for or against either Party based upon the source of the draftsmanship. The Parties agree that this Utility Agreement shall not be subject to the principle that a contract is to be construed against the Party that drafted the same.

EXHIBIT A

7.6. Legislative Approval

Any financial obligation of the Authority, created by or arising from this Utility Agreement, shall not impose a debt upon the State of California, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.

7.7. Insurance

Without limiting Facility Owner's indemnification obligations to the Authority, and prior to commencement of Facility Work, Facility Owner, or its contractors as applicable, shall obtain, provide, and maintain at its own expense during the term of this Utility Agreement, policies of insurance against claims for injuries to persons or damages to property in an amount that is equivalent to the then best-practices industry standard for the industry within which Facility Owner operates its Facilities, unless Facility Owner ordinarily carries a higher amount, in which case the higher amount would apply. Facility Owner shall provide the applicable Certificates of Insurance to the Authority, if requested.

7.8. No Reliance

This Utility Agreement has been negotiated in good faith and each Party represents and warrants that, in executing this Utility Agreement, such Party is not relying upon any representation, promise, inducement, or statement made in negotiation that has not been included in the terms of this Utility Agreement.

7.9. No Third-Party Beneficiary

This Utility Agreement is not intended, nor shall it be construed to create any third-party beneficiary rights in any third party. No obligation of a Party under this Utility Agreement is enforceable by, or is for the benefit of, any other third parties. All provisions set forth in this Utility Agreement are for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to confer any rights upon any person, except when such Parties and their successors and assigns abide by the limitations on assignment set forth in this Utility Agreement.

7.10. Non-Waiver

No provision of this Utility Agreement may be waived or discharged unless such waiver or discharge is agreed to in writing and executed by each Party's duly authorized representatives.

7.11. Severability

EXHIBIT A

If any provision of this Utility Agreement, or the application thereof to any person, place, or circumstance, is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Utility Agreement shall remain in full force and effect; provided that, in such event, the Parties shall in good faith attempt to replace the prohibited, invalid, or unenforceable provision with one that is valid and enforceable and comes as close as reasonably possible to expressing or achieving the intent of the Parties with respect to the original provision.

8. Governing Law and Venue

This Utility Agreement shall be interpreted under and governed by the laws of the State of California, except where they are superseded by federal law. The Parties agree that venue for any action, suit, arbitration, mediation, or other proceeding brought by either Party in relation to this Utility Agreement shall lie exclusively in Sacramento County, California; provided that the Authority may file any eminent domain suit in the Superior Court for the County within which the subject real property is situated.

Each Party shall be responsible for its own costs including, without limitation, its attorney fees.

9. In the event the HSR Project is cancelled, the Authority shall complete the relocation of any facility for which construction has commenced or remove any improvements it had constructed, whichever the parties agree to be the more reasonable and practicable course under the circumstances.

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EXHIBIT A

SIGNATURE PAGE

Kern County Watery Agency (Facility Owner)

By: _____ _____
[Name] Date
[Title]

California High Speed Rail Authority (Authority)

By: _____ _____
[Name] Date
[Title]

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.

B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an amendment to the Agreement to reflect the reduced amount

C. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this Authority program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the United States of America or State Legislature during the Agreement term, that affects the provisions, terms, or funding of this Agreement in any manner.

2. COMPENSATION, INVOICING, AND PAYMENT

A. The maximum amount of this Agreement is an estimate, and the actual amount of Work requested by the Authority may be less. No payment shall be made to the Contractor in advance of services rendered.

B. The Contractor shall not be entitled to payment for Work performed prior to receipt of a Notice to Owner from the Authority's Contract Manager. No Work shall begin before that time.

C. Invoices shall include:

a. The Utility Agreement number;
b. Date prepared;
c. Billing period;
d. Actual hours worked (by individual name and position);
e. Actual Cost Form;
f. Actual Costs incurred, including costs for salaries (by individual), fringe, and overhead;
g. A narrative of the Work performed, including the associated Notice to Owner number; and
h. All allowable subcontractor or vendor direct costs, which shall be supported by receipts.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

The Contractor shall only be paid for claimed costs or expenses that are within the scope of work, included in a Notice to Owner, and (1) identified on the Attachment 3 – Rates and Budget Details; or (2) approved in advance by the Authority pursuant to the requirements of Section 2, Subsection I of this Exhibit B.

D. For services satisfactorily rendered in accordance with the terms of this Agreement and approved by the Contract Manager, and upon receipt and approval of the invoices, the Authority shall reimburse the Contractor for actual costs incurred for (i) direct labor, (ii) fringe and overhead rates, and (iii) other direct costs, limited to approved subcontractors and vendors. Any approved subcontractor and vendors shall be subject to the same reimbursement provisions.

E. The Contractor shall provide one (1) electronic original copy of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) calendar days after completion of each billing period or upon completion of a task to:

Financial Office
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814
accountspayable@hsr.ca.gov

AND

The Contractor shall also electronically submit one (1) additional courtesy copy of the invoice and supporting documentation to the Authority's Contract Manager or designee at the email address identified in Exhibit A.

F. The date of invoice delivery shall be the date the Authority receives the electronic original copy to the Financial Office at the email address listed in Section 2, Subsection E of this Exhibit B.

G. Payments shall be made to the Contractor for undisputed invoices. If the Authority's Financial Office disputes an invoice, it shall notify the Contractor within fifteen (15) working days of receipt of the invoice and pay undisputed portions of the invoice in accordance with the Agreement. The invoice may be disputed if additional evidence is required to determine the invoice's validity, deliverables for the billing period have not been received and approved, the invoice contains inaccuracies, or the invoice does not otherwise comply with the terms of this Agreement. If a disputed invoice, or any disputed portion thereof, is resolved, the Contractor shall issue a new invoice for the resolved amount and the Authority shall pay the invoice in accordance with the terms of this Agreement.

H. The Contractor's staff will be reimbursed at actual costs not to exceed the hourly rates set forth in Attachment 3 – Rates and Budget Details or as later augmented pursuant to Exhibit B, Section 2, Subsection I. However, the Contractor acknowledges that "staff time" does not include time for attorneys, subcontractors, and vendors. Subcontractor and vendor costs shall only be reimbursed if

necessary to augment Contractor's staff. Subcontractor and vendor rates must be included in Attachment 3 – Rates and Budget Details or approved by the Authority's Contract Manager pursuant to Section 2, Subsection I of this Exhibit B.

I. Positions and/or rates listed in Attachment 3 – Rates and Budget Details, may be changed without an amendment to the Agreement. A request for change must be in writing, on the Contractor's letterhead, and (1) identify the position and rate that is requested to be added, changed, or removed; (2) specify the reason for any position or rate change; and (3) provide documentation supporting any position or rate change, such as a Board of Directors' Resolution, a new union contract, or equivalent official document. There shall be no change in the positions or rates without written approval by the Authority's Contract Manager.

J. The Contractor shall retain adequate back-up documentation to verify all Contractor services performed and associated expenses invoiced for payment under this Agreement for audit purposes, which shall be made available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify services performed by all subcontractors and associated expenses invoiced for payment under this Agreement.

3. COST PRINCIPLES

A. The Contractor agrees to comply with the federal cost principles applicable to the FRA Grant Cooperative Agreement No. FR-HSR-0118012, as amended (FY 10 Grant) and/or the amended FRA Grant Cooperative Agreement No. FR-HSR-0009-10-01-06 (America Recovery and Reinvestment Act [ARRA] Grant) and/or any future FRA, United States Department of Transportation (U.S. DOT), or other federal agency Grant/Cooperative Agreement requirements. These provisions include but are not limited to, the applicable provisions of 2 C.F.R. Part 200 (including § 200.101), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R Part 1201. If applicable, this compliance also includes the OMB Circular A-87, as amended, Cost Principles for State and Local Governments and 48 C.F.R, Part 31 Contract Cost Principles and Procedures.

B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable are subject to repayment by the Contractor to the Authority.

C. Any subcontract/subagreement equal to or greater than $25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

The remainder of this page is intentionally left blank.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

4. CONTINGENT FEE

A. The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority has the right to annul this Agreement without liability, to pay only for the value of the Work actually performed, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

GENERAL TERMS AND CONDITIONS

GTC 02/2025

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 02/2025, is not included in the Agreement but is incorporated herein by reference. As indicated on the STD 213, a copy of Exhibit C can be found at the Department of General Services State Contract Language Page.

If you do not have internet access, or otherwise cannot access the GTC 02/2025, please contact the Contracts and Procurement Section below to receive a copy:

Contracts and Procurement Section
(916) 324-1541
770 L Street, Suite 620 MS3
Sacramento, California 95814
contracts@hsr.ca.gov

The remainder of this page is intentionally left blank.

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. TERMINATION

A. This Agreement may be terminated at any time by mutual agreement of the Parties in writing.

B. Termination for Convenience. The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor, if terminated for the convenience of the Authority. In the event of such termination for convenience, the Authority shall pay the Contractor for all Work performed prior to the effective date of termination pursuant to the payment provisions of this Agreement.

C. Termination for Cause. In accordance with Section 7 of Exhibit C: GTC 02/2025, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.

D. Notice of Termination for Subcontractors, Suppliers, and Service Providers. The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for any termination costs incurred by any subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Authority in writing.

E. Contractor Claims After Early Termination. The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for Work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

2. PURCHASE OF EQUIPMENT

No equipment is approved for purchase.

3. SUBCONTRACTING

A. Unless specifically noted otherwise, any subcontract/subagreement entered into as a result of this Agreement that is equal to or greater than $25,000 shall contain all the applicable provisions stipulated in this Agreement.

B. This Agreement does not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the Contractor of performance of its duties hereunder. The Contractor shall be responsible for any and all acts and omissions of its subcontractors and their employees.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

C. The Contractor's obligation to pay its subcontractors is independent of the Authority's obligation to pay the Contractor. The Contractor shall pay its subcontractor within ten (10) working days from receipt of each payment made to the Contractor by the Authority.

4. PUBLIC RECORDS; CONFLICTS OF INTEREST

A. This Agreement shall not limit or infringe on either Party's duty to comply with the California Public Records Act, Government Code section 7920 et seq.

B. The Contractor and its employees, and all its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.

C. Any subcontract equal to or greater than $25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

5. NONDISCRIMINATION COMPLIANCE

A. During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing to the awarding state agency upon reasonable notice at any time during normal business hours, but in no case upon less than twenty-four (24) hours' notice, to its books, records, accounts, other sources of information, and facilities as said Department or Agency shall require to ascertain compliance with this clause.

D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts entered into as a result of this Agreement.

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

6. STOP WORK

A. The Authority's Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the Work in this Agreement.

B. Upon receipt of such stop Work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to Work stopped.

C. The Contractor shall resume the stopped Work only upon receipt of written instruction from the Authority's Chief Administrative Officer canceling the stop Work order. An equitable adjustment may be made by the Authority based on a written request by the Contractor for such equitable adjustment. Such adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop Work notice.

7. HEADINGS AND RULES OF CONSTRUCTION

The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

8. NON-WAIVER

A. Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Agreement at any time shall not affect the validity of this Agreement in whole or in part and shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, if the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

B. No act, delay, or omission done, suffered, or permitted by one Party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such Party under any Agreement, or to relieve the other Party from the full performance of its obligations under the Agreement. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. No custom or practice between the Parties in the administration of the terms of the Agreement shall be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Agreement.

C. No waiver of any term, covenant, or condition of the Agreement shall be valid unless in writing and signed by the Party providing the waiver.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

9. ENTIRE AGREEMENT

This Agreement, with its Exhibits and Attachments stated on the STD 213 represents the entire and integrated agreement between the Authority and the Contractor, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof.

10. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via email or other electronic means, and any email or electronic exchange of a Party's signature, or any digital signature of a Party, which complies with the Uniform Electronic Transactions Act, shall be deemed to be an original signature for all purposes.

11. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

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EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of amount expended, unless otherwise noted.

1. FEDERAL REQUIREMENTS

A. The Contractor understands that the Authority has received Federal funding from the Federal Rail Administration (FRA) and may receive additional Federal funding from the FRA, U.S. DOT and/or other Federal agencies, and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply. The Contractor shall ensure compliance by its Subcontractors and include appropriate flow down provisions in each of its lower-tier Subcontracts entered into as a result of this Agreement as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.

B. Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

C. References to the amended Federal Railroad Administration Grant Cooperative Agreement No. FR-HSR-0009-10-01-07 (ARRA Grant) provisions herein are also deemed to apply in principle to the FRA Grant Cooperative Agreement No. FR-HSR-0118012, as amended (FY 10 Grant) and/or any future FRA, U.S. DOT, or other Federal agency Grant/Cooperative Agreement requirements, including but not limited to reporting requirements and related obligations. The Contractor acknowledges that it is required to comply with, and adhere to, all requisite Federal requirements from the FRA, U.S. DOT and/or other Federal agencies that apply, or will apply.

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor's failure to comply with federal requirements shall constitute a breach of this Agreement.

3. FEDERAL PROCUREMENT STANDARDS

The Contractor agrees to comply with the Procurement Standards requirements set forth at 2 C.F.R. 200.317, and with applicable supplementary U.S. DOT or FRA directives or regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Contractor's technical specifications and requirements.

4. FEDERAL LOBBYING ACTIVITIES CERTIFICATION

The Contractor certifies, to the best of its knowledge and belief, that:

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

D. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier Subcontracts, which exceed $100,000, and that all such Subcontractors shall certify and disclose accordingly.

5. DEBARMENT AND SUSPENSION

A. This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. section 6101 note, and U.S. Department of Transportation (DOT) regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. OMB "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

B. To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at http://www.sam.gov/portal/public/SAM/. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority. The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury

under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

ii. Has not had one or more public transactions (federal, state, and/or local) terminated within the preceding three (3) years for cause or default;

iii. Has not been convicted within the preceding three (3) years of any of the offenses listed in Title 2 C.F.R. section 180.800, subdivision (a), or had a civil judgment rendered against it for one of those offenses within that time period; and

iv. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, and/or local) with commission of any of the offenses listed in Title 2 C.F.R. section 180.800.

C. Should the Contractor or any subcontractor become excluded or disqualified as defined in this Section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification. The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

6. SITE VISITS

The Contractor acknowledges that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide, and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay Work being conducted by the Contractor or subcontractor.

7. SAFETY OVERSIGHT

To the extent applicable, the Contractor shall comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

8. ENVIRONMENTAL PROTECTION

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

requirements and regulations, including any amendments, as follows:

A. Clean Air. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency (EPA) Regional Office.

B. Clean Water. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

C. Energy Conservation. The Contractor will comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. section 6421 et seq.

D. Agreement Not to Use Violating Facilities. The Contractor agrees not to use any facility that is listed on the List of Violating Facilities maintained by the EPA to perform Work hereunder. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility that will be used to perform Work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware or should reasonably have been aware.

E. Environmental Protection. The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. section 4321 et seq.

F. Incorporation of Provisions. The Contractor shall include the above provisions 7.A through 7.F in every subcontract hereunder exceeding $50,000, financed in whole or in part with federal assistance provided by the FRA.

9. CIVIL RIGHTS

A. The following requirements apply to this Agreement:

B. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d; section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102; section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132; and 49 U.S.C. section 306, the Contractor will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in

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SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

performance of this Agreement. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

C. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

i. Race, Color, Religion, National Origin, or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, the Contractor will comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, national origin, sex, or age. Such action shall include 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. In addition, the Contractor will comply with any implementing requirements the FRA may issue.

ii. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623, the Contractor will refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements the FRA may issue.

iii. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Contractor will comply with the requirements of U.S. DOT, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements the FRA may issue.

C. The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (Pub.L. No. 92-255), as amended, or alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and

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Rehabilitation Act of 1970 (Pub.L. No. 91-616), as amended, and to comply with sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

D. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

10. ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. No. 111-5). All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or state entities. The state has the right to cancel, terminate, or suspend the Agreement if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

11. ENFORCEABILITY

The Contractor agrees that if the Contractor or one of its subcontractors fails to comply with all applicable federal and State of California requirements governing the use of ARRA funds, the state may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the state under all applicable state and federal laws.

12. PROHIBITION ON USE OF ARRA FUNDS

The Contractor agrees in accordance with ARRA section 1604 that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

13. REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS (BUY AMERICA REQUIREMENTS)

The Contractor agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, 49 C.F.R. section 22905(a), which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's Buy America requirements and processes please see FRA's Answers to Frequently Ask Questions (FAQ) available at, https://railroads.dot.gov/elibrary/frequently-asked-questions-faqs.

Should the Contractor fail to demonstrate compliance with 49 U.S.C. section 22905 (a) and a waiver has not been granted, the Contractor must take the necessary steps in order to achieve compliance, at no cost to

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EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

the Authority. The Contractor's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The FRA may also initiate its own investigation. The Contractor shall have the burden of proof to establish compliance. If the Contractor fails to demonstrate compliance, then the Contractor shall substitute sufficient domestic materials without revision of the Agreement terms. Failure to comply with the provisions of this clause may lead to the initiation of debarment proceedings pursuant to 49 C.F.R. Part 1200.

Where the Contractor is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 U.S.C. section 22905 (a)(2) for a waiver from the Buy America requirements set forth therein, the Contractor must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Contractor's written waiver request justification shall contain:

1. A description of the project;
2. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
3. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;
4. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;
5. A description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);
6. If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron or manufactured goods;
7. Citation to specific waiver categories in 49 U.S.C. section 22905(a)(2) under which the waiver is sought;
8. Justification supporting the application of the waiver categories cited; and,
9. Contact information for the responsible party.

14. ACCESS AND INSPECTION OF RECORDS

A. In accordance with ARRA sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of

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EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

Transportation Secretary, or their representatives or the appropriate Inspector General appointed under sections 3 or 8G of the United States Inspector General Act of 1978, or his representative, to:

i. Access and reproduce any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and

ii. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.

B. Pursuant to 49 C.F.R. section 18.26, subdivision (i)(11), 49 C.F.R. section 19.26 or U.S. OMB Circular A-133 (whichever applicable), the Contractor will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor will maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six (6) months prior to disposal of any books, records, accounts and reports required under this Agreement.

C. The Contractor will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 U.S.C. section 552, subdivision (a).

The Contractor shall include this provision in all lower-tier subcontracts.

15. WHISTLEBLOWER PROTECTION

The Contractor agrees that both it and its subcontractors shall comply with section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the state, from discharging, demoting, or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

A. Gross mismanagement of a contract relating to ARRA funds;

B. Gross waste of ARRA funds;

C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;

D. An abuse of authority related to implementation or use of ARRA funds; or

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

The Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of the ARRA.

16. FRAUD AND FALSE CLAIMS ACT

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. section 3801 et seq., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or it causes to be made, pertaining to this Agreement or the FRA-assisted project for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the federal government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Contractor, to the extent the federal government deems appropriate.

C. The Contractor agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

D. The Contractor will include the above paragraphs in each subcontract financed in whole or in part with federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

17. WAGE RATE REQUIREMENTS

Payment of prevailing wages on the Project is required by 49 U.S.C. section 24405(c)(2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. section 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. section 151, et seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor shall comply with the provisions of 40 U.S.C sections 3141, et

seq. The Contractor shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. section 874 and 29 C.F.R. Part 3.

When prevailing wage rates apply, the Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

1. If there is any conflict between the state prevailing wages, the federal prevailing wages and the Authority's Community Benefits Agreement, the highest rate shall be paid.

2. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

18. SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in U.S. DOT Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all Work performed under this Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

19. REPORTING REQUIREMENTS

The Contractor agrees, upon request by the Authority in writing, to provide the Authority with the following information:

A. The total amount of funds received by the Contractor during the time period defined in the Authority's request;

B. The amount of funds actually expended or obligated during the time period requested;

C. A detailed list of all projects or activities for which funds were expended or obligated, including:

   i. The name of the project or activity;

   ii. A description of the project activity;

   iii. An evaluation of the completion status of the project or activity; and

   iv. An estimate of the number of jobs created and/or retained by the project or activity.

D. For any contracts or subcontracts equal to or greater than $25,000:

   i. The name of the entity receiving the contract;

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

ii. The amount of the contract;

iii. The transaction type;

iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;

v. The location of the entity receiving the contract;

vi. The primary location of the contract, including city, state, congressional district, and county;

vii. The Data Universal Numbering System (DUNS) number, or name and zip code for the entity headquarters, if known;

viii. A unique identifier of the entity receiving the contract and the parent entity of the Contractor, should the entity be owned by another; and

ix. The names and total compensation of the five most highly compensated officers of the company if received:

a. 80% or more of its annual gross revenues in federal awards;

b. $25,000,000 or more in annual gross revenue from federal awards; and

c. If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13, subdivision (a) or section 15, subdivision (d) of the Securities Exchange Act of 1934, or section 6104 of Internal Revenue Code of 1986.

x. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

E. Standard data elements and federal instruction for use in complying with reporting requirements under section 1512 of the ARRA are pending review by the federal government and were published in the Federal Register on April 1, 2009 (74 Fed. Reg. 14824), and are to be provided online at www.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

20. REPRINTS OF PUBLICATIONS

A. Whenever an employee of a Contractor-related entity writes an article regarding the Project, or otherwise resulting from Work under this Agreement, that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

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B. An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

> "This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

21. LABOR PROVISIONS

49 U.S.C. 24405, subdivision (b) provides that any person conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102, subdivision (5), for the purposes of Title 49, U.S.C., and any other statue that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.), the Railway Labor Act (43 U.S.C. § 151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.). To the extent required by 49 U.S.C. 24405, subdivision (b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

22. LABOR PROTECTIVE ARRANGEMENTS

The Contractor will comply with the applicable protective arrangements established under section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836. with respect to employees affected by actions taken in connection with the Project. The Contractor will also include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

23. FLY AMERICA

No travel is authorized under this Agreement.

24. PROHIBITION OF TRAFFICKING IN PERSONS

The Contractor agrees that during the term of this Agreement, in accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. section 7104(g)), the Contractor and its employees, and its Subcontractors (of any tier), and all of their employees, shall not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement.

This provision must be included in all Subcontract agreements.

25. PROHIBITION OF TEXT MESSAGING WHILE DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned, leased, or

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

rented vehicles or privately-owned vehicles when performing work under this Agreement. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," Oct. 1, 2009 (available at http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf) and DOT 3902.10 "Text Messaging While Driving," Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2019-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf.

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DRAFT

ATTACHMENT 1
NOTICE TO OWNER

NOTICE TO OWNER

Utility Agreement Number	NTO Number
HSR ##-##	
Task:	
Owners File:	
Date:	
Project Segment:	

[Name of Point of Contact]
[Name of Contractor]
[Street Address]
[City, State] [Zip Code]

The California High-Speed Rail Authority ("Authority") requires Relocation of Facilities to accommodate the HSR Project in Project Segment.[1]

Pursuant to the Utility Agreement between the Authority and Facility Owner, HSR##-##, the Authority will perform certain Facility Work associated with the Relocation of certain Subject Facilities. Facility Owner is hereby authorized and directed to perform the necessary Facility Work and/or Coordination Work described below, and in accordance with the Utility Agreement:

Subject Facility Description	**Description of Facility Work and/or Coordination Work**	**Cost Allocation**
Facility Description	Description of Work	Cost Allocation
Facility Description	Description of Work	Cost Allocation

The Facility Work shall begin on [Month, Date], [Year], and be completed by [Month, Date], [Year], unless the Parties amend this Notice to Owner accordingly.

The total estimated cost for Facility Owner to perform the Facility Work and/or Coordination Work described above is not to exceed: $Estimated Cost.

The Authority's Contractor is Name of Contractor.

Facility Work shall be coordinated under the direction of Name, the Position for this Facility Work, at Phone Number.

By: _____
Name
Title
California High-Speed Rail Authority

[1] Any capitalized terms not defined in this Notice to Owner are defined in the above referenced Utility Agreement.

DRAFT

ATTACHMENT 2
ACTUAL COST FORM

			Applicable Credits			
NTO Number	Facility Name or Conflict Number	Facility Owner's Actual, Reasonable, & Necessary Costs	Betterment	Salvage	Depreciation	**Actual Cost**
					Total	

DRAFT

ATTACHMENT 3
RATES AND BUDGET DETAILS

Position and Title	Labor Rate per Hour	Overhead Percentage	Fringe Percentage	Fully Loaded Rate per Hour

Consultants	Labor Rate per Hour	Overhead Percentage	Fringe Percentage	Fully Loaded Rate per Hour

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ATTACHMENT 4
SUBJECT FACILITIES

Location	Facility Type	Conflict Number

DRAFT

EXHIBIT D

Cooperation and collaboration are strongly encouraged throughout this project. In order to accomplish the Facility Work through the most effective means available, the Parties will form a collaborative relationship, as agreed in the Master Agreement. As part of this collaboration, the Parties will develop a cooperative management team, which will draw on the strengths of each team member, aligned with the task at hand, in an effort to achieve a quality project within budget and on schedule.

INITIAL KICK-OFF WORKSHOP

In order to efficiently complete the Facility Work, the Parties agree to conduct a kick-off workshop where they will identify issues that are known, present, or foreseeable, and engage in joint problem solving and action planning on those issues. At a minimum, participants will develop the following to facilitate the collaborative relationship and aid in identifying and resolving issues as they may arise:

A. Collaboration Implementation Plan (CIP): the goal of the CIP is to sustain the collaborative relationship after the kick-off meeting by establishing at a minimum monthly schedule of meetings between the Parties to identify and resolve issues and ensure forward progress during the performance of the Facility Work.

B. Schedule: the schedule will identify tasks for the Parties (e.g., producing documents, submitting design plans, starting and completing construction).

Task	Anticipated Date or Description
An initial coordination meeting between the Parties will occur on	
The Parties will regularly meet on	
The Authority needs the following documents	
Facility Owner will provide the above documents on or before	
30% design plans will be provided for initial review on or before	
Any ROW needs will be identified.	
If ROW is needed, Authority will provide a schedule for acquisition of ROW.	
60% design plans will be provided for initial review on or before	
90% design plans will be provided for initial review on or before	
RFC design plans will be provided for initial review on or before	
Authority will deliver to contractor performing the work any needed property/ROW rights for construction on	
Anticipated construction start	

DRAFT

EXHIBIT D

Anticipated construction completion	

_____
[Name]
[Third Party]

_____
[Name]
California High-Speed Rail Authority

DRAFT

CONFIDENTIAL
This document contains personal information and pursuant to Civil Code section 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

CALIFORNIA High-Speed Rail Authority

PRESCRIPTIVE RIGHTS LETTER

DATE	PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)
				- - -

To: California High-Speed Rail Authority, Real Property Branch – Utility Lead

The Click here to enter Utility Owner's name claims a prescriptive right for its existing Click here to enter description of the existing facility, located at Click here to enter description of the location (the "Facility").

The Facility was originally installed as an adverse use on private property with knowledge of the owner of the property but without the express consent of the owner, a right-of-way, permit, lease, license, or any other right. The Facility has been continuously maintained in the same location for Click here to enter number of years years since the original installation. This time period exceeds the statutory requirement of five years, and as the Facility does not now occupy private property pursuant to any right-of-way, permit, lease, license or other right or permission, Click here to enter Utility Owner's name claims the right to continue maintaining the Facility under the established prescriptive right. During that time period, Click here to enter Utility Owner's name continuously accessed and maintained the Facility by Enter description of maintenance activities and access route(s).

The footprint of the Facility is Click here to enter number of feet of installed facility feet. However, Click here to enter Utility Owner's name has used and needs Click here to enter number of feet necessary to perform maintenance activities feet to continue to maintain the Facility in the same manner and because Click here to enter additional justification for width.

Click here to enter Utility Owner's name has enclosed herewith evidence which supports the above claims, in the form of the following documents: Click here to list all documents enclosed (e.g., survey maps; historical images with date stamps; etc.), and will provide any additional support for the necessity of the above claims through sworn affidavit, live testimony, and/or other means at the request of the Authority.

I certify under the penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

[Insert Entity Name]
[Insert State of Formation]

By:_____

Name:_____

Title:_____

Attachment:

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, please call the EEO Officer at (916) 324-1541, TTY: 711, email at EEO@hsr.ca.gov, or write to: California High-Speed Rail Authority, at 770 L Street, Suite 620, Sacramento, CA 95814.

Title VI The Authority provides free language assistance through interpreters and/or translation of vital documents to persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. To request language assistance, please call (916) 324-1541.

MEMORANDUM

20.2.1

TO: Improvement District No. 4 Committee
Agenda Item No. 7

FROM: Veronica Arreola

DATE: September 24, 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

August 2026

Allocation: **45%**

acre-feet

ID4 SUPPLIES	SWP	SWP by Exchange[1]	Kern River	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
Carmel			399		399
Groundwater Recovered				20,557	20,557
Groundwater Transferred				1,337	1,337
Subtotal	52,588	-	399	21,894	74,881
ID4 EXCHANGES / OBLIGATIONS					
Buena Vista WSD (TRF26-006)	(2,497)	2,497			-
Buena Vista WSD (TRF26-045)	(15,920)	35,918		(19,998)	-
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	(29,817)	52,252	-	(21,335)	1,100
Available Supplies	**22,771**	**52,252**	**399**	**559**	**75,981**

	ID4 DELIVERIES	SWP	SWP by Exchange[1]	Kern River	Groundwater	Total
Month *af*	Henry C. Garnett Water Purification Plant		4,538	399		4,937
	In-District Transportation Recharge		155			155
	In-District Direct Recharge					-
	Out of District Losses	52				52
	2800 AC					-
	JURP					-
	Kern Water Bank					-
	Pioneer Project					-
	Total Deliveries Month to Date	**52**	**4,693**	**399**	**-**	**5,144**
YTD *af*	Henry C. Garnett Water Purification Plant	1,063	26,602	399		28,064
	In-District Transportation Recharge	65	3,758	-		3,825
	In-District Direct Recharge	3,663	1,236	-		4,899
	Out of District Losses	123		-	557	680
	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	**17,049**	**31,596**	**399**	**557**	**49,602**
Projected *af*	Henry C. Garnett Water Purification Plant		14,110			14,110
	In-District Transportation Recharge		6,547			6,547
	In-District Direct Recharge					-
	Out of District Losses	103			-	103
	JURP					-
	Kern Water Bank					-
	Pioneer Project					-
	Carryover to 2027	5,618	-	-	0	5,618
	Total Projected Deliveries	**5,721**	**20,657**	**-**	**0**	**26,378**
	Deliveries Year To Date	17,049	31,596	399	556.720	49,602
	Total Deliveries	**22,770**	**52,252**	**399**	**559**	**75,981**

1 - SWP by Exchange with Kern River interests.

MEMORANDUM

20.2.1

TO: Improvement District No. 4 Committee
Agenda Item No. 8

FROM: Gabriel Ornelas

DATE: September 24, 2026

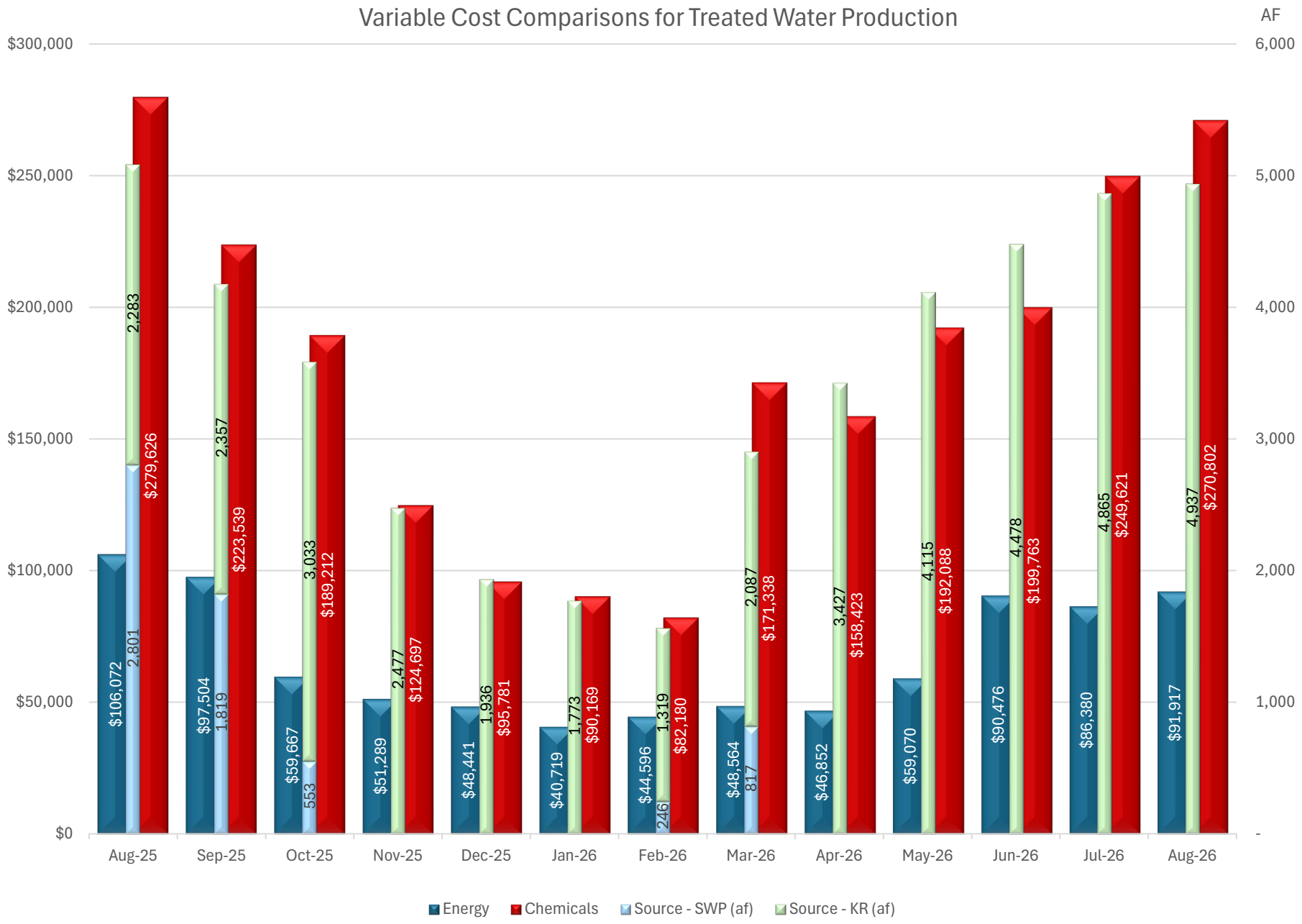
SUBJECT: Report on the Henry C. Garnett Water Purification Plant

Issue:
Report on the Henry C. Garnett Water Purification Plant.

Recommended Motion:
None – information only.

Discussion:
During the month of August 2026, the Henry C. Garnett Water Purification Plant treated Kern River water. Treated water production ranged from 47.0 million gallons per day (mgd) to 55.1 mgd. The average flow for the month was 51.9 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.

Attachment 1



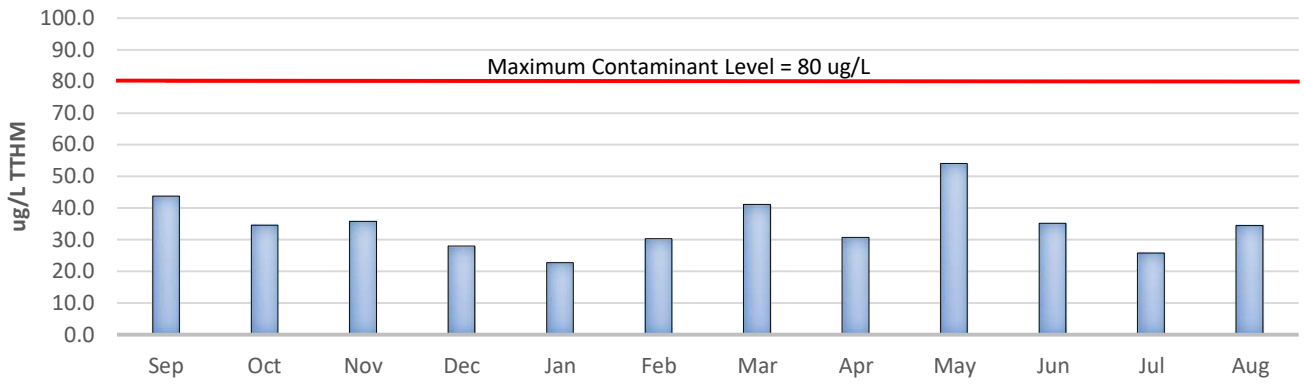
Kern County Water Agency

ID4 Water Quality Laboratory

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

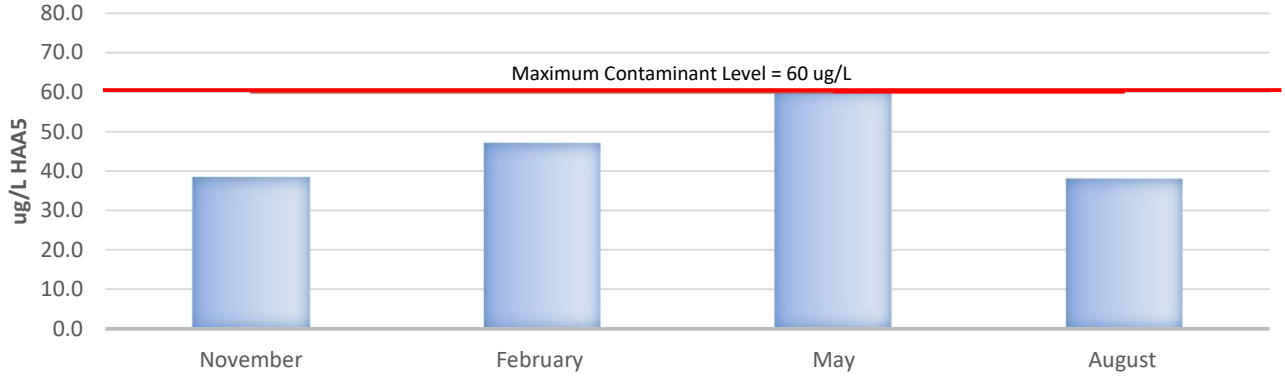
Total Trihalomethanes (TTHM)

Distribution System Monthly Average



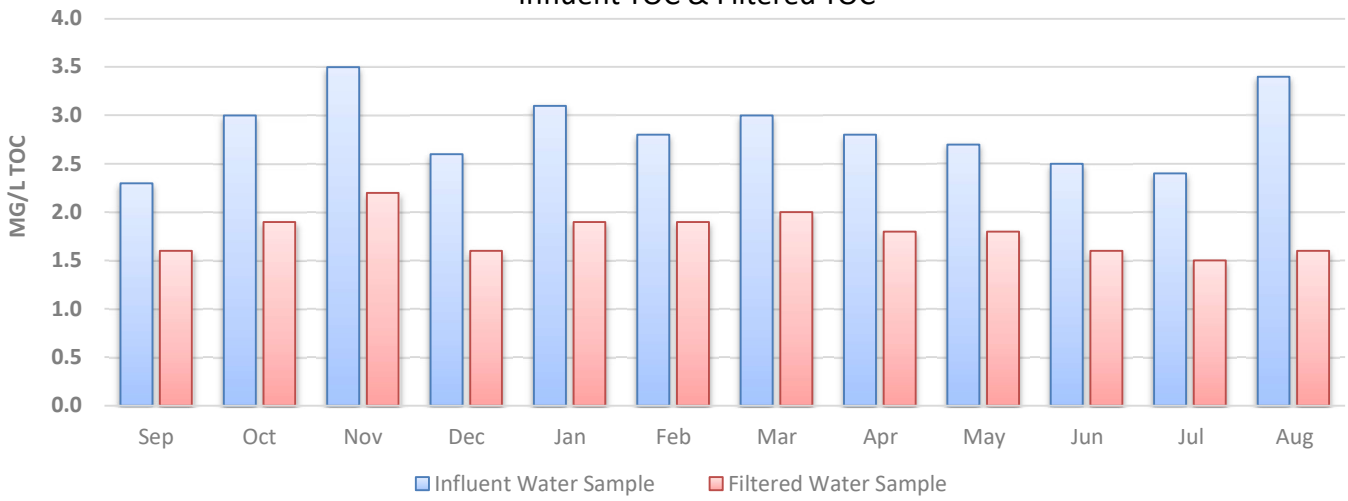
Regulated Haloacetic Acids (HAA5)

Distribution System Quarterly Average

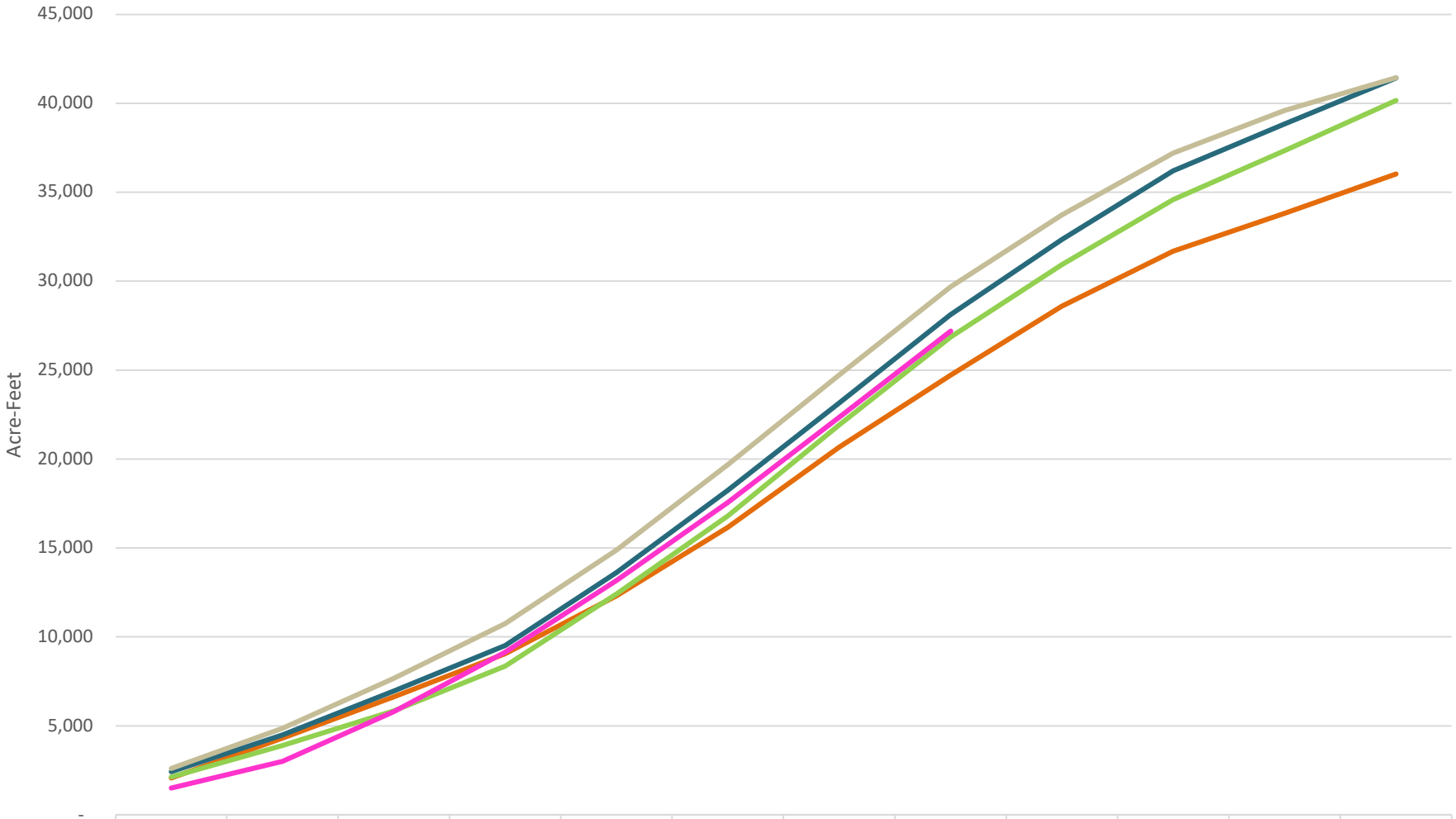


Total Organic Carbon (TOC)

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	27,208				

Engineering and Groundwater Services Committee

MEMORANDUM

20.2.1

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

FROM: J.T. Gardiner

DATE: September 24, 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 Attachments 1 and 2, respectively.

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

PROJECT SUMMARY FOR AUGUST 2026

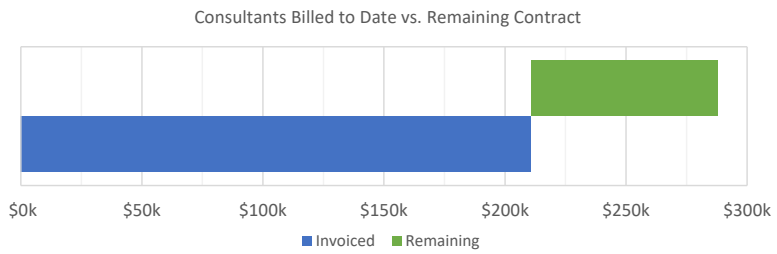
SUMMARY

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

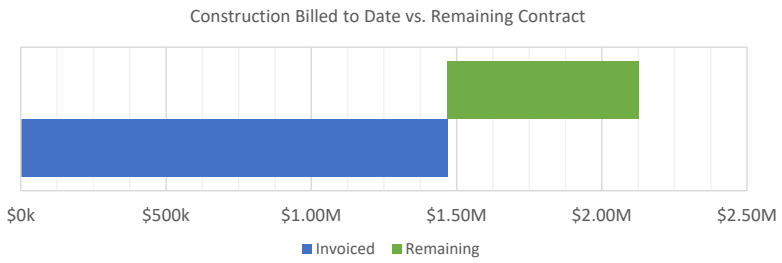
CONSULTANTS



	Contracted	Invoiced	Remaining
DJA	$ 96,000	$ 36,158	**$ 59,842**
SEI	$ 30,000	$ 17,738	**$ 12,262**
P&P	$ 162,000	$ 156,833	**$ 5,167**

TOTAL CONSULTANT COSTS	
Total Contract Amount	$ 288,000
Total Invoiced Amount	$ 210,729
REMAINING BALANCE	**$ 77,271**

CONSTRUCTION



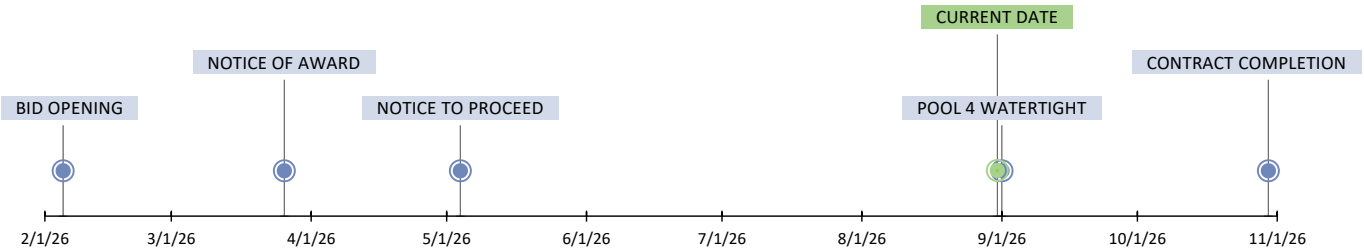
Original Contract	$ 2,126,750
Original Contingency Amount	$ 212,675
Increase to Contract	$ -
TOTAL	**$ 2,339,425**

PAYMENT BREAKDOWN	
Pay Requests Total	$ 1,468,175
Retained (5%)	$ (73,409)
PAID TO DATE	**$ 1,394,766**

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

Inlet structure completed, including slide gates, stop logs, gate operators.
Pipe set and backfilled.
Outlet structure floor placed.
Canal liner restored and concrete panels placed.
Inlet structure watertight on 9/1. Pool 4 returned to service.

PLANNED CONSTRUCTION ACTIVITY

Complete outlet structure.
Backfill and restore basin grading.
Electrical work at work site and to tie in to KCWA-15.
Install meters in pipe.
Substantial completion of structure so structure can be used for future recharge needs.

CONSTRUCTION ACTIVITY LOCATION (Blue circled areas denotes construction location)

PHOTOGRAPHS

Outlet structure work on walls.

Slide gates at Inlet structure installed.

Concrete liner restored and miscellaneous metals set.

Water deliveries restored in Pool 4 on 9/1.

WEST BASIN LEVEE RECONSTRUCTION PROJECT - CONTRACT NO. KCWA 2026-02

PROJECT SUMMARY FOR AUGUST 2026

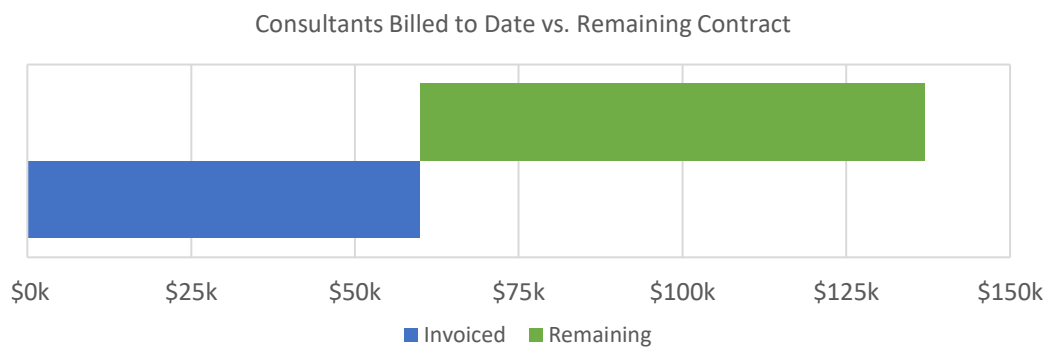
SUMMARY

The project consists of the reconstruction of a portion of the existing embankment, about 1,300 feet in length, on the west side of the Agency's North Pioneer West Basin, and replace it with compacted, well-graded soils. Work also includes the construction of toe drain.

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

COST BREAKDOWN

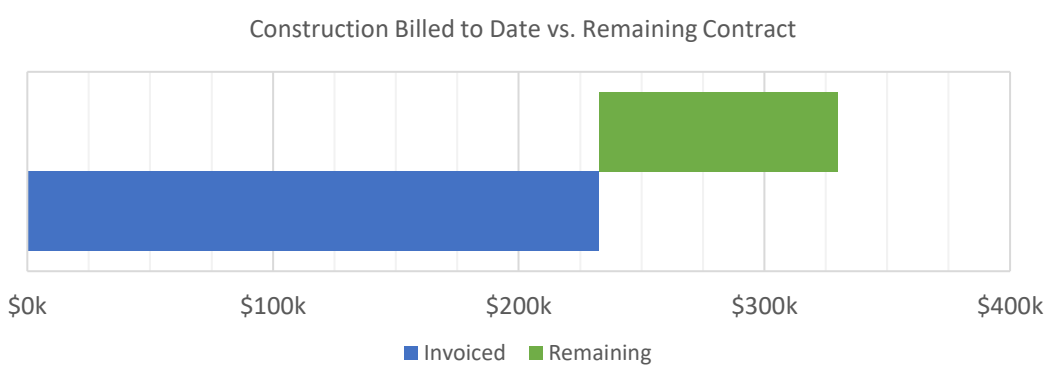
CONSULTANTS



	Contracted	Invoiced	Remaining
DJA	$ 50,000	$ 7,222	**$ 42,778**
SEI	$ 36,000	$ 12,696	**$ 23,304**
Meyer	$ 51,000	$ 40,067	**$ 10,933**

TOTAL CONSULTANT COSTS		
Total Contract Amount	$	137,000
Total Invoiced Amount	$	59,985
REMAINING BALANCE	**$**	**77,015**

CONSTRUCTION



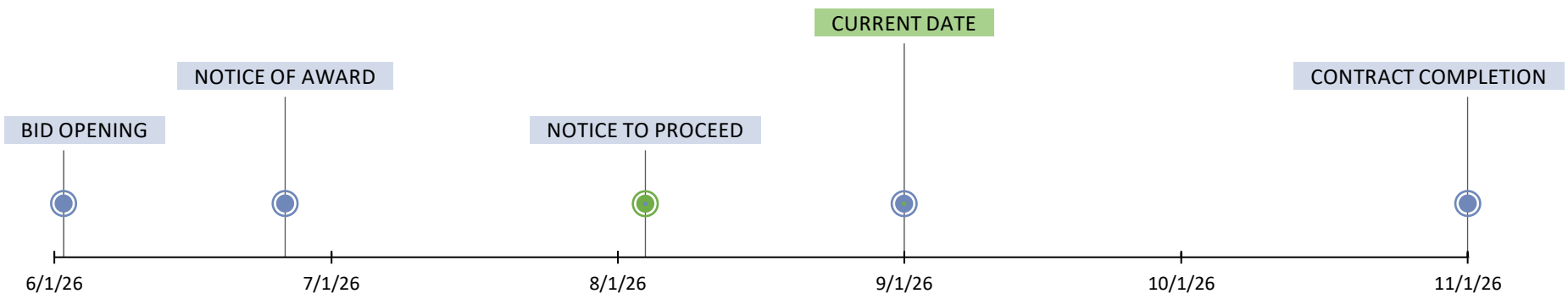
Original Contract	$	330,045
Original Contingency Amount	$	33,004
Increase to Contract	$	-
TOTAL	**$**	**363,049**

PAYMENT BREAKDOWN		
Pay Requests Total	$	-
Retained (5%)	$	-
PAID TO DATE	**$**	**-**

CONTRACT CHANGE ORDERS

Description of Changes	DATE	AMOUNT	DAYS ADDED
None			
	Contingency Expended	$ -	0
	Contingency Remaining	$ 33,004	

PROJECT SCHEDULE



Bid Opening:	6/2/2026	Length of Contract (Days):	90
Notice of Award:	6/26/2026	Time Extension (Days):	0
Notice to Proceed:	8/4/2026	Contract Completion:	11/1/2026

RECENT ACTIVITY

Notice to Proceed set 8/4/26.
Mobilized equipment in early August.
Excavated existing basin embankment, constructed inner core, and completed levee prism embankment.
Rough grading completed.
Constructed and placed toe drain outlets.

PLANNED CONSTRUCTION ACTIVITY

Trench for toe drain.
Complete toe drain including drain rock, piping, and geofabric.
Complete project including punchlist and site cleanup.

CONSTRUCTION ACTIVITY LOCATION (Blue circled areas denotes construction location)

PHOTOGRAPHS

Excavation of embankment north of Trestle Turnout.

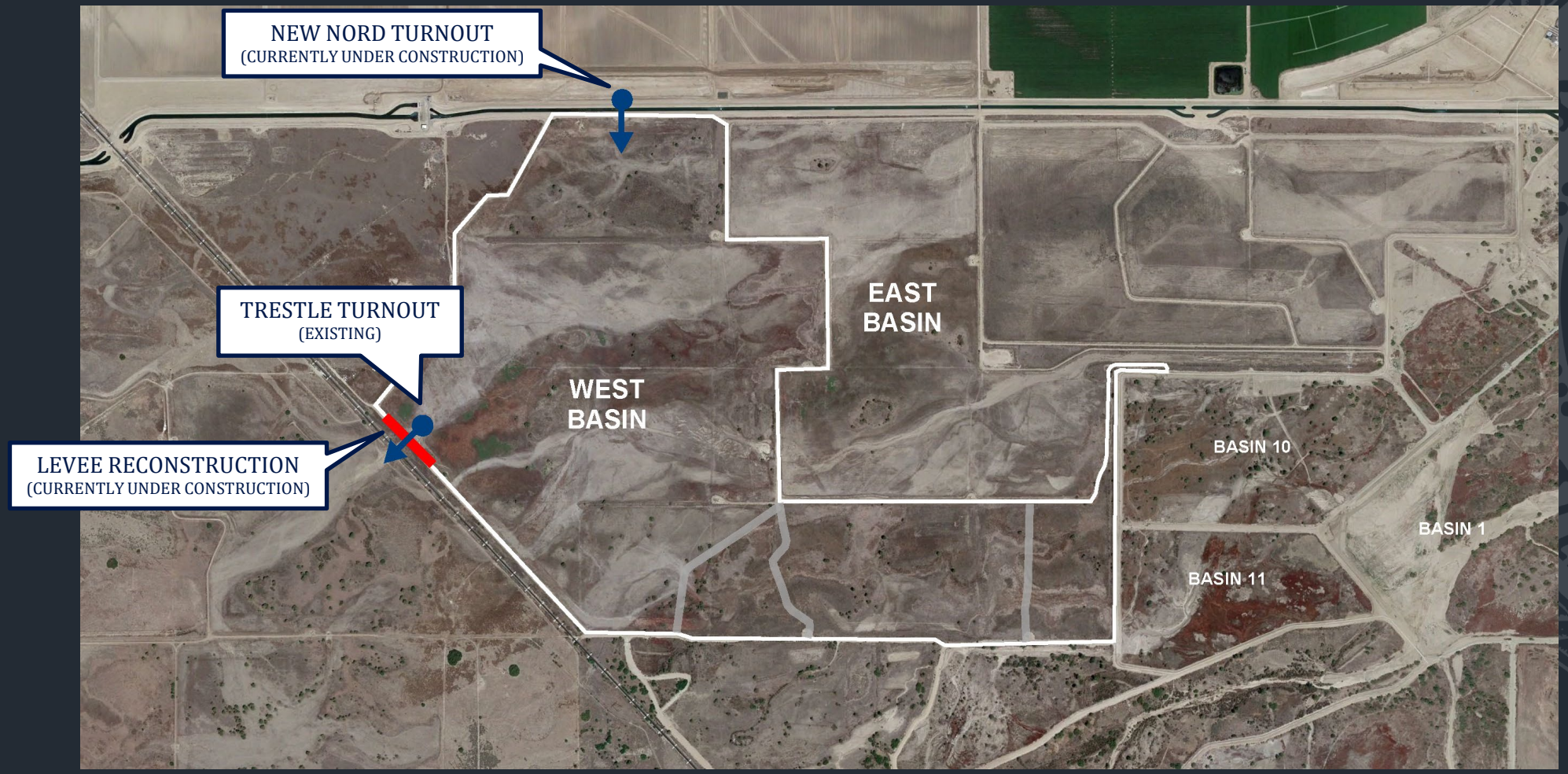
Over-excavation and recompaction of inner core.

Compaction around the Trestle Turnout.

Toe drain structures placed.

Pioneer Project Projects

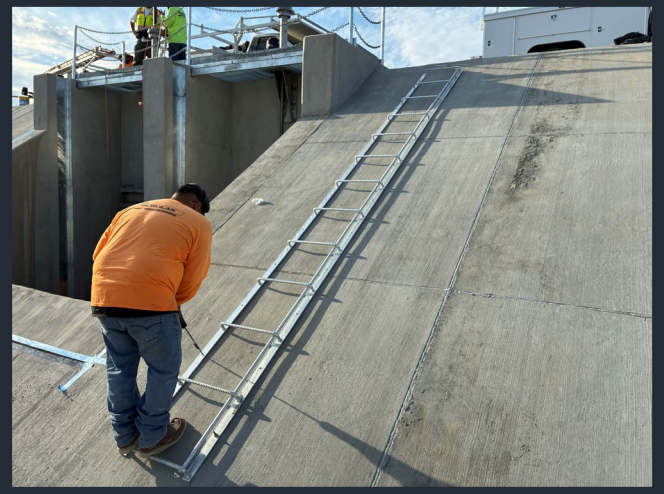
NORTH PIONEER
CURRENT CONSTRUCTION PROJECTS



NORD TURNOUT PROJECT

- Canal prism and inlet structure watertight on 9/1.

INLET STRUCTURE & CANAL WORK



- Two 60-inch slide gates installed.
- Concrete panels replaced and joints sealed.
- Ladder installed.

ACCELERATED WORK

- Critical work completed during accelerated schedule.
  - Canal prism subgrade restored and concrete liner replaced.
  - Inlet structure floor and walls placed.
  - Slide gates installed with manual operators.
  - Stop logs installed.
  - Two 60-inch reinforced concrete pipelines placed.
  - Outlet structure floor placed.
  - Outlet structure wall reinforcement completed and formed.
  - Miscellaneous metals installed (ladders, handrails, vent pipe, etc.).
  - Cross Valley Canal levee backfilled and compacted.

- Work site overview on 8/31.

OUTLET STRUCTURE

- Walls placed on Wednesday, 9/2.
- Forms stripped and concrete patched.

ELECTRICAL WORK

- Electrical pad work and trenching for conduit ongoing.
- Meter installation in pipes scheduled for 9/14-9/25.
- PG&E tie-in scheduled for end of September.

WEST BASIN LEVEE RECONSTRUCTION PROJECT

- Reconstruction of inner core behind Trestle Turnout.

- Used a combination of hand and machine compaction around the Trestle Turnout.

DRAIN WORK & SITE RESTORATION

- Toe drain outlet structures placed.
- Drain trench to be completed in September.

- Restored rock slope protection for Trestle Turnout.

LEVEE RESTORED

- Levee reconstruction and fine grading completed Tuesday, 9/1.
- West Basin available for recharge.

MEMORANDUM

20.2.1

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

FROM: David Pieper

DATE: September 24, 2026

SUBJECT: Authorization to Issue the Notice to Invite Bids for the Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03

Issue:
Consider adopting Resolution No. 54-26 authorizing the issuance of the Notice to Invite Bids for the Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03.

Recommended Motion:
Adopt Resolution No. 54-26 authorizing the issuance of the Notice to Invite Bids for the Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03.

Discussion:
The Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03 (Project) consists of the installation of

Kern County Water Agency (Agency) staff is requesting authorization to solicit bids for Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03. Bids will be opened on October 29, 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 September 23, 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 TRAIN A SETTLED *
WATER CHANNEL IMPROVEMENTS *
PROJECT – CONTRACT NO. KCWA 2026-03 *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 24th day of September, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 54-26

WHEREAS, Kern County Water Agency (Agency) staff desires to perform all work necessary to replace the existing fiberglass channel with a new reinforced concrete channel, identified as the Improvement District No. 4 Train A Settled Water Channel Improvements Project (Project); and

WHEREAS, Agency staff has substantially completed preparation of Specification No. KCWA 2026-03 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 2026-03, 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 2026-03

Improvement District No. 4

Train A Settled Water Channel Improvements Project

Proposal, Contract and Specifications

DRAFT

BID SET

October 2026

KERN COUNTY WATER AGENCY

Kern County, California

CONTRACT DOCUMENTS

Specification No. KCWA 2026-03

Improvement District No. 4

Train A Settled Water Channel Improvements Project

Proposal, Contract and Specifications

DRAFT

BID SET

October 2026

Formal Bids will be received until 2:00 p.m. on **October 29, 2026** at
3200 Rio Mirada Dr., Bakersfield, California 93308, and then publicly opened.

KERN COUNTY WATER AGENCY

Kern County, California

CONTRACT DOCUMENTS

Specification No. KCWA 2026-03

Improvement District No. 4
Train A Settled Water Channel Improvements Project

DRAFT

Prepared by:

Jacob Harris 9/18/2026

Jacob D. Harris
Design Engineer, RCE No. C99163

REGISTERED PROFESSIONAL ENGINEER
JACOB D. HARRIS
NO. 99163
EXP. 09/30/26
CIVIL
STATE OF CALIFORNIA

Reviewed by:

Curtis Skaggs 9/18/2026

Curtis M. Skaggs
Principal Engineer, RCE No. C60960

REGISTERED PROFESSIONAL ENGINEER
CURTIS M. SKAGGS
NO. 60960
EXP. 12/30/26
CIVIL
STATE OF CALIFORNIA

Approved by:

J.T. Gardiner, RCE No. C48280

Kern County Water Agency
Improvement District No. 4
Train A Settled Water Channel Improvements Project
Contract No. 2026-03

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	00 41 05	Material Suppliers Information
	00 43 13	Bid Bond
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	00 45 13	Bidder's Qualifications
	00 45 18	Labor and Other Code Requirements
	00 45 19	Bidder's Non-Collusion Affidavit
	00 45 26	Contractor's Certificate Regarding Workers' Compensation Insurance
	00 45 27	Workers' Compensation and Employers Liability Certificate of Insurance
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	07 19 00	Water Repellents
	07 92 00	Joint Sealant

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SECTION 00 11 00 NOTICE INVITING SEALED BIDS

PART 1 GENERAL

1.1 DESCRIPTION OF CONTRACT

A. Kern County Water Agency

Improvement District No. 4 Train A Settled Water Channel Improvements Project

KCWA Contract No. 2026-03

B. 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 00 11 00 *et seq.*). Bidders should submit Bids by the date and time, at the location, and in the delivery manner described below:

Date:	October 29, 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.

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1.2 DESCRIPTION OF WORK

A. A general description of the Work is as follows:

The Contractor shall provide all labor, materials, equipment and perform all work necessary to replace the existing fiberglass channel with a new reinforced concrete channel, including, but not limited to, dewatering, bulkheading, demolition, construction and cleanup, in accordance with the Drawings and these Specifications herein.

1.3 REQUIRED CONTRACTOR'S LICENSE(S)

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

1. California General Engineering - Class A

1.4 REQURIED EXPERIENCE

A. The Contractor shall have a minimum of ten (10) years practical experience and successful history in similar work.

1.5 MANDATORY PRE-JOB WALK

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

Mandatory Pre-Job Walk No. 1	
Date:	October 8, 2026
Time:	10:00 a.m.
Location:	Henry C. Garnett Water Purification Plant 811 Nadine Lane, Bakersfield, CA 93308
Contact Person:	Bidders may contact David M. Pieper at the Agency at 661-345-7603 for directions.

Mandatory Pre-Job Walk No. 2	
Date:	October 15, 2026
Time:	10:00 a.m.
Location:	Henry C. Garnett Water Purification Plant 811 Nadine Lane, Bakersfield, CA 93308
Contact Person:	Bidders may contact David M. Pieper at the Agency at 661-345-7603 for directions.

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1.6 EVALUATION OF BIDS

A. 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.

B. 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.

1.7 DIR REGISTRATION

A. 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.

1.8 PREVAILING WAGES

A. 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.

1.9 APPRENTICES

A. 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.

1.10 CONTACT INFORMATION

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

Contact Person: David M. Pieper
Telephone: 661-345-7603
Email: dpieper@kcwa.com

B. 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.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 INSTRUCTIONS

A. 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.

B. 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.

C. 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.

D. 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. Bids submitted electronically 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.

E. 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.

F. 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

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Opening." Bids must be for the entirety of the Work and, if not, may be deemed by the Agency to render a Bid nonresponsive.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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

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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.

M. 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.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 00 41 00 BID FORM

PART 1 GENERAL

1.1 BID FORM

_____
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 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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BID FORM

Item	Quantity	Units	Description of Bid Item	Unit Bid Item Price	Total Bid Item Price
1	1	LS	Mobilization, Demobilization, Clean-up, Bonds and Insurance	$	$
2	1	LS	Dewater and Coordinate Work for Channel Removal	$	$
3	1	LS	Construct Temporary Bulkhead System	$	$
4	1	LS	Remove Existing Channel and Prepare/Clean Mating Surfaces	$	$
5	2	CY	Construct Reinforced Concrete Channel Floor	$	$
6	3.5	CY	Construct Reinforced Concrete Channel Walls	$	$
7	1	LS	Install Interior Construction Joint Sealant and Concrete Sealer	$	$
8	1	LS	Dewater and Coordinate Work to Remove Bulkhead	$	$
9	1	LS	Final Cleanup and Testing	$	$
				Total Base Bid Price (Items 1-9)	
Total Base Bid Price (written in words)					

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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.

1.2 BIDDER 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

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1.3 ACKNOWLEDGEMENT

{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 00 41 05 MATERIAL SUPPLIERS INFORMATION

PART 1 GENERAL

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.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 00 43 13 BID BOND

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:

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT

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

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

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

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

Date: _____

_____
Principal's Legal Name

_____
Signature of Authorized Signer for Principal

_____
Print Name of Authorized Signer for Principal

_____
Title of Authorized Signer for Principal

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[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

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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 00 43 93 BIDDER'S CHECKLIST

PART 1 GENERAL

1.1 BID DOCUMENTS

A. 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:

1. ☐ Section 00 41 00 – Bid Form

2. ☐ Section 00 41 05 – Material Suppliers Information

3. ☐ Bidder's Bid Security (one of the following):

   a. ☐ Bid Bond (Section 00 43 13)
   b. ☐ Cashier's Check
   c. ☐ Certified Check
   d. ☐ Cash

4. ☐ Section 00 43 93 – Bidder's Checklist

5. ☐ Section 00 45 13 – Bidder's Qualifications

6. ☐ Section 00 45 19 – Bidder's Non-Collusion Affidavit

7. ☐ Section 00 45 47 – Iran Contracting Certification

8. ☐ All issued Addenda

1.2 CONTRACT DOCUMENTS (DO NOT SUBMIT UNLESS BID IS AWARDED)

A. The Bidder whose Bid is awarded a contract for the Work ("successful Bidder") 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:

1. ☐ Section 00 45 18 – Labor and Other Code Requirements

2. ☐ Section 00 45 26 – Contractor's Certificate Regarding Workers' Compensation Insurance

3. ☐ Section 00 45 27 – Workers' Compensation and Employer's Liability Certificate of Insurance

4. ☐ Section 00 52 00 – Contract

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5. ☐ Section 00 61 13 – Performance Bond

6. ☐ Section 00 61 14 – Payment Bond

7. ☐ Section 00 61 19 – Maintenance Bond

8. ☐ Section 00 62 16 – Certificate of Liability Insurance

9. ☐ Section 00 65 36 – Guaranty Form

1.3 SIGNATURE

Dated: _____

_____
Bidder's Legal Name

_____
Signature of Authorized Signer for Bidder

_____
Print Name of Authorized Signer for Bidder

_____
Title of Authorized Signer for Bidder

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 00 45 13 BIDDER'S QUALIFICATIONS

_____

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.

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

☐ No

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

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

☐ No

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

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

☐ No

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

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

☐ No

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

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

☐ No

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

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

☐ No

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

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

☐ No

☐ 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:			

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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:			

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

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

Dated: _____

_____
Bidder's Legal Name

_____
Signature of Authorized Signer for Bidder

_____
Print Name of Authorized Signer for Bidder

_____
Title of Authorized Signer for Bidder

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END OF SECTION

SECTION 00 45 18 LABOR AND OTHER CODE REQUIREMENTS

1.1 REQUIREMENTS

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:

1.2 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.

1.3 LABOR CODE SECTION 1725.5 – CONTRACTOR REGISTRATION REQUIREMENTS AND CRITERIA

A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. 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 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 of up to $800 by publishing the fees on the department's internet website, and those actions shall not be subject to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). Any action taken to establish or adjust annual registration and renewal fees in excess of $800 shall be subject to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code) and the director shall thereafter publish those fees to 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 application 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:

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(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 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 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 this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier, and also has not been awarded a contract for, or engaged in the performance of, work on projects or developments without being lawfully registered in accordance with Section 1725.6, 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 bidding on or engaging in the performance of any contract for public work 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) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

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(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
(f) This section does 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.
(g) A contractor that has paid the registration or renewal fee and is registered under Section 1725.6 shall not pay the registration or renewal fee required under paragraph (1) of subdivision (a) to register as a contractor under this section.
(h) This section shall become operative on July 1, 2026.
(Amended (as added by Stats. 2023, Ch. 39, Sec. 24) by Stats. 2024, Ch. 52, Sec. 22. (AB 171) Effective July 2, 2024. Operative July 1, 2026, by its own provisions.)

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1.4 LABOR CODE SECTION 1725.6 – CONTRACTOR REGISTRATION REQUIREMENTS AND CRITERIA

A contractor shall be registered pursuant to this section to be qualified to be awarded contracts for, or engage in the performance of, any work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any work on projects 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 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 of up to $800 by publishing the fees on the department’s internet website, and those actions shall not be subject to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). Any action taken to establish or adjust annual registration and renewal fees in excess of $800 shall be subject to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with

Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code) and the director shall thereafter publish those fees to the department's internet website. The initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) A contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable registration or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage and skilled and trained workforce requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not been awarded contracts for, or engaged in the performance of, work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or where a statute or regulation requires registration pursuant to this section without being lawfully registered in accordance with this section, within the preceding 12 months, and also has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with Section 1725.5, within the preceding 12 months. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

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(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 65913.16 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 become operative on July 1, 2026.

(Amended (as added by Stats. 2023, Ch. 39, Sec. 26) by Stats. 2024, Ch. 52, Sec. 24. (AB 171) Effective July 2, 2024. Operative July 1, 2026, by its own provisions.)

1.5 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.

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(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.

(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

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assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first-class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon them pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars ($10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

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(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.)

1.6 LABOR CODE SECTION 1771.15 – REGISTRATION AS A CONDITION OF AWARD OF CONTRACT FOR OR WORK ON PUBLIC WORKS CONTRACTS

(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.

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(e) If the Labor Commissioner or their designee determines that a contractor or subcontractor engaged in the performance of any a contract for work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6 without having been registered in accordance with Section 1725.6, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.6.

(f) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any work in violation of the requirements of Section 1725.6 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter and of the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code and the statutes that require registration pursuant to Section 1725.6 and include prevailing wage or skilled and trained workforce requirements.

(3) A higher tiered contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.6 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered contractor or subcontractor pursuant to paragraph (1). A higher tiered contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(g) The Labor Commissioner or their designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (e) and paragraph (1) of subdivision (f). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(h) (1) Where a contractor or subcontractor engages in the performance of any contract for work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any contract for work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6 without having been registered in violation of the requirements of Section 1725.6 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered

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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.)

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1.7 LABOR CODE SECTION 1771.4 – PROJECT COMPLIANCE MONITORING

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) (A) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(i) At least monthly or more frequently if specified in the contract with the awarding body. For purposes of this clause, "monthly" means that a submission of records shall be made at least once every 30 days while work is being performed on the project and within 30 days after the final day of work performed on the project.

(ii) In an electronic format, in the manner prescribed by the Labor Commissioner, on the department's internet website.

(B) A contractor or subcontractor who fails to furnish records pursuant to subparagraph (A), relating to its employees, shall be subject to a penalty by the Labor Commissioner of one hundred dollars ($100) per each day in which the party was in violation of subparagraph (A), not to exceed a total penalty of five thousand dollars ($5,000) per project. Penalties received pursuant to this paragraph shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(C) The Labor Commissioner shall not levy a penalty pursuant to subparagraph (B) until a contractor or subcontractor fails to furnish the records pursuant to subparagraph (A) 14 days after the requirement set forth in clause (i) of subparagraph (A).

(D) Penalties pursuant to subparagraph (B) may only accrue to the actual contractor or subcontractor who failed to furnish the records pursuant to subparagraph (A).

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

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(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

(e) (1) No later than July 1, 2024, the department shall develop and implement an online database of electronic certified payroll records submitted pursuant to this section.

(2) The online database created pursuant to paragraph (1) shall only be accessible to multiemployer Taft-Hartley trust funds (29 U.S.C. Sec. 186(c)) and joint labor-management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a).

(3) Electronic certified payroll records included in the online database created pursuant to paragraph (1) shall only contain nonredacted information pursuant to subdivision (e) of Section 1776 that may be provided to multiemployer Taft-Hartley trust funds (29 U.S.C. Sec. 186(c)) and joint labor-management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) under applicable law.

(Amended by Stats. 2023, Ch. 131, Sec. 139. (AB 1754) Effective January 1, 2024.)

1.8 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

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type of work involved. The rate fixed for each craft, classification, or type of work shall be not less than the prevailing rate paid in the craft, classification, or type of work.

If the director determines that the rate of prevailing wage for any craft, classification, or type of worker is the rate established by a collective bargaining agreement, the director may adopt that rate by reference as provided for in the collective bargaining agreement and that determination shall be effective for the life of the agreement or until the director determines that another rate should be adopted.

(AMENDED BY STATS. 1999, CH. 30, SEC. 1. EFFECTIVE JANUARY 1, 2000.)

Note Regarding Prevailing Wage Rates:

Copies of the prevailing rate of per diem wages are on file at the Agency's principal office and shall be made available to any interested party on request. The Contractor shall cause a copy of the Director of Department of Industrial Relation's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid and will not under any circumstances be considered as the basis of claim against the awarding body. In accordance with Labor Code section 1774, the Contractor to whom the contract is awarded, and any under subcontractor under the Contractor, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract. In accordance with Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Department of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided under Labor Code section 1775(b), by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Labor Commissioner based on the factors set forth in Labor Code section 1775. In addition to such penalty, the difference between such prevailing wage rates and the amount paid to each workman for each day or portion thereof for each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Note Regarding Davis-Bacon Wages:

Minimum Wage Rates, as predetermined by the Secretary of Labor, are set forth in the Special Provisions. Pursuant to Labor Code section 1770, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations.

If there is a difference between the minimum wage rates determined by the Secretary of Labor and the prevailing wage rates determined by the Director of Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay <u>not less than the higher wage rate</u>.

1.9 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.

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(ENACTED BY STATS. 1937, CH. 90.)

1.10 LABOR CODE SECTION 1775 – PENALTIES FOR FAILURE TO PAY PREVAILING WAGES

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

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(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.)

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1.11 LABOR CODE 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 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 request is made through the awarding body and the body is not in possession of the certified payroll records, the awarding body shall obtain those records from the relevant contractor and make them available to the requesting entity. 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.

(4) If an awarding body seeks to obtain payroll records pursuant to paragraph (3), the contractor shall have 10 days to comply following receipt of a written notice requesting the records described in subdivision (a). If the contractor or subcontractor fails to comply within the 10-day period, the awarding body shall notify the Division of Labor Standards Enforcement who may request penalties be withheld from progress payments then due as described in subdivision (h).

(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

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shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, the contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(Amended by Stats. 2025, Ch. 616, Sec. 1. (AB 538) Effective January 1, 2026.)

1.12 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.

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(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

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(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.

(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

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public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes

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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.)

1.13 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.)

1.14 LABOR CODE SECTION 1813 – PENALTY FOR OVERTIME ON ANY PUBLIC WORK CONTRACT

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

(Amended (as added by Stats. 1997, Ch. 757, Sec. 6) by Stats. 2002, Ch. 28, Sec. 3. Effective January 1, 2003.)

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1.15 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.)

1.16 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.)

1.17 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.)

1.18 PUBLIC WORKS CODE SECTION 6109 – DEBARRED CONTRACTOR AND SUBCONTRACTOR PROHIBITION

(a) A public entity, as defined in Section 1100, may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

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(Added by Stats. 1998, Ch. 443, Sec. 3. Effective January 1, 1999.)

1.19 PUBLIC CONTRACT CODE SECTION 9204 – CLAIMS

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

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(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall

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bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

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(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

(Amended by Stats. 2019, Ch. 489, Sec. 1. (AB 456) Effective January 1, 2020. Repealed as of January 1, 2027, by its own provisions).

1.20 PUBLIC CONTRACT CODE SECTIONS 20104 *ET SEQ.*– CLAIMS

Public Contract Code Section 20104

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means 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 for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

(Amended by Stats. 2010, Ch. 697, Sec. 47. (SB 189) Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)

Public Contract Code Section 20104.2

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of

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receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local 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 a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in 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 those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with

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Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

Public Contract Code Section 20104.4

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain

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a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

(Amended by Stats. 2004, Ch. 182, Sec. 54. Effective January 1, 2005. Operative July 1, 2005, by Sec. 64 of Ch. 182.)

Public Contract Code Section 20104.6

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local 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.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

1.21 NONDISCRIMINATION CLAUSE

(a) 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.

(b) 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.)

(c) Contractor's attention is further directed to Labor Code section 1777.6, which provides:

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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.)

(d) The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

1.22 DRUG-FREE WORKPLACE CERTIFICATION

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:

(a) 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).

(b) Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace,

(2) The person's or organization's policy of maintaining a drug-free workplace,

(3) Any available counseling, rehabilitation and employee assistance programs, and

(4) Penalties that may be imposed upon employees for drug abuse violations.

(c) Provide as required by Government Code section 8355(c), that every employee who works on the proposed contract:

(1) Will receive a copy of the company's drug-free policy statement, and

(2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

DRAFT

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 00 45 19 BIDDER'S NON-COLLUSION AFFIDAVIT

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

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct and that this declaration is executed on _____ at _____,
Date City

_____.
State

_____
Signature of Authorized Signer for Bidder

_____
Print Name of Authorized Signer for Bidder

END OF SECTION

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SECTION 00 45 26 CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION INSURANCE

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.

DRAFT

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 00 45 27 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY CERTIFICATE OF INSURANCE

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**

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Address Where Claims May Be Sent to Insurance Company	Address of Insurance Company's Agent for Service of Process

Contractor's insurance shall be with admitted insurance carriers in the State of California having a rating of 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 00 45 27 may be submitted in lieu of completing the information above. However, Contractor is still required to complete and sign below.

DRAFT

Dated: _____

_____
Contractor's Legal Name

_____
Signature of Authorized Signer for Contractor

_____
Print Name of Authorized Signer for Contractor

_____
Title of Authorized Signer for Contractor

END OF SECTION

SECTION 00 45 47 IRAN CONTRACTING CERTIFICATION

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
Title of Person Signing Affidavit Legal Name of Bidder
party making the foregoing bid.

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

DRAFT

SECTION 00 51 00 NOTICE OF AWARD

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:

Train A Settled Water Channel Improvements Project

hereby notifies the above Bidder that its Bid has been accepted in the sum of:

$_____

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.

DRAFT

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 of Award:

Dated: _____ _____
Contractor's Legal Name

_____
Signature of Authorized Signer for Contractor

_____
Print Name of Authorized Signer for Contractor

_____
Title of Authorized Signer for Contractor

END OF SECTION

DRAFT

SECTION 00 52 00 CONTRACT

Description of Contract: Kern County Water Agency
Train A Settled Water Channel Improvements Project
Contract No. KCWA 2026-03

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 00 73 00 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 00 72 00 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.

DRAFT

5. **Contract Documents**. The Contract Documents applicable to this Contract include the Bid and Contract Documents (Division 00), General Requirements (Division 01), Technical Specifications (Sections 02, 03, and 07), Contract Drawings (Appendix A), Appendices, Addendum, Change Directives and Change Orders, all of which are incorporated herein by reference.

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

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

DRAFT

[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

DRAFT

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

State of _____)

County of _____)

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

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

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

WITNESS my hand and official seal.

(Notary Seal) _____
Notary Signature

END OF SECTION

DRAFT

SECTION 00 55 00 NOTICE TO PROCEED

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:

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT

Pursuant to the Contract Documents, Contractor is required to complete its Work within ninety (90) calendar days of the date of this Notice to Proceed or by:

[DATE]

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 of Proceed:

Dated: _____

_____
Contractor's Legal Name

_____
Signature of Authorized Signer for Contractor

_____
Print Name of Authorized Signer for Contractor

_____
Title of Authorized Signer for Contractor

END OF SECTION

DRAFT

SECTION 00 61 13 PERFORMANCE BOND

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:

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT

Upon Principal's full and faithful performance of its obligations under the Contract and Section 00 65 36 Guaranty Form, 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

DRAFT

ACKNOWLEDGMENT

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

State of _____)

County of _____)

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

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

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

WITNESS my hand and official seal.

(Notary Seal)

_____
Notary Signature

END OF SECTION

DRAFT

SECTION 00 61 14 PAYMENT BOND

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:

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS 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 00 65 36 Guaranty Form, 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

DRAFT

Signature of Authorized Signer for Principal

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]

DRAFT

Claims under Payment Bond may be addressed to:

Surety's Legal Name

Surety's Address

City, State and Zip

Telephone

Surety's Agent for Service of Process in California:

Name of Agent for Service of Process

Agent's Address

City, State and Zip

Telephone

ACKNOWLEDGMENT

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

State of _____)

County of _____)

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

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

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

WITNESS my hand and official seal.

(Notary Seal) _____

Notary Signature

END OF SECTION

DRAFT

SECTION 00 61 19 MAINTENANCE BOND

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:

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT

Upon Principal's full and faithful performance of its obligations under the Contract and upon expiration of its obligations under Section 00 65 36 Guaranty Form, then this obligation shall be deemed null and void, otherwise it shall remain full and effect.

Forfeiture of this Maintenance Bond shall not be construed as a waiver by Agency of any other remedies provided under law to recover for losses sustained as a result of Principal's failure to perform any obligations under this Maintenance Bond.

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

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

Date: _____

_____
Principal's Legal Name

_____
Signature of Authorized Signer for Principal

_____
Print Name of Authorized Signer for Principal

_____
Title of Authorized Signer for Principal

DRAFT

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

Surety's Legal Name

Signature of Authorized Signer for Surety

Print Name of Authorized Signer for Surety

Title of Authorized Signer for Surety

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

Claims under Maintenance Bond may be addressed to:	Surety's Agent for Service of Process in California:
Surety's Legal Name	Name of Agent for Service of Process
Surety's Address	Agent's Address
City, State and Zip	City, State and Zip
Telephone	Telephone

DRAFT

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

State of _____)

County of _____)

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

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

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

WITNESS my hand and official seal.

(Notary Seal)

_____
Notary Signature

END OF SECTION

DRAFT

SECTION 00 62 16 CERTIFICATE OF LIABILITY INSURANCE

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**

DRAFT

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**

DRAFT

Contractor's commercial general liability insurance, automobile 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 following as additional insureds:

1. Kern County Water Agency, its governing body, officers, employees and agents;
2. Dee Jaspar & Associates

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 00 62 16 may be submitted in lieu of completing the information above. However, Contractor is still required to complete and sign below.

Dated: _____

_____
Contractor's Legal Name

_____
Signature of Authorized Signer for Contractor

_____
Print Name of Authorized Signer for Contractor

_____
Title of Authorized Signer for Contractor

END OF SECTION

DRAFT

SECTION 00 65 36 GUARANTY FORM

GUARANTY

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

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

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

Dated: _____ _____

Contractor's Legal Name

_____

Signature of Authorized Signer for Contractor

_____

Print Name of Authorized Signer for Contractor

_____

Title of Authorized Signer for Contractor

END OF SECTION

DRAFT

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PART 1 - DEFINITIONS AND TERMS

1.1 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 – The Kern County Water Agency or its authorized representative.

Agency Inspector - The person or firm authorized by the Agency to conduct construction review or observation.

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.

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.

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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.

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, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve.

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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 acceptance. 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.

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

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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 Conditions 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 > (greater than) 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, gases, 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.

1.2 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.

PART 2 - 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.

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Bidders must complete and submit one 1) copy of its Bid to the Agency using the forms provided in the Contract Documents. Handwritten information must be legible. Alterations or additions to the typewritten portion of the forms that add new or different terms or change the intent of the forms will not be considered by the Agency, may be deemed by the Agency to render a Bid nonresponsive, and if a Bidder is awarded a Contract will not be deemed incorporated into the Contract Documents. Bids that are incomplete, unbalanced, obscure, contain irregularities, or do not comply with requirements of the Contract Documents may be deemed by the Agency to render a Bid nonresponsive.

Bids must be contained in a sealed package with the following information clearly identified on the outside of the package: (i) the name of the Bidder; (ii) the contract number of the contract for which the Bid is being submitted; (iii) the date and time of Bid opening identified in the Notice Inviting Sealed Bids; and (iv) the statement "Do Not Open Until the Date and Time of Bid Opening." Bids must be for the entirety of the Work and, if not, may be deemed by the Agency to render a Bid nonresponsive.

2.5 SALES, USE AND OTHER TAXES

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. The 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.

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2.9 NON-COLLUSION

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

2.10 SURFACE AND SUBSURFACE INVESTIGATIONS

Where the Agency has made an investigation by itself or 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,

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together with samples. The samples may be subjected to the tests provided for in the Plans and Specifications to determine their quality and fitness for the work.

2.13 SERVICING AND MAINTENANCE

A Bidder, if requested, shall furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the Work and that the organization is conveniently located for prompt service.

2.14 WORK PERFORMED OUTSIDE OF COUNTY

Unless specified otherwise in the Special Conditions, the Bidder shall include in its Bid, all expenses associated with work related to testing, sampling and inspection for any fabrication of materials, parts and equipment required in the scope of this Contract which occurs outside the County of Kern. Quality control for said work shall be performed by a certified laboratory or inspection firm which shall be pre-approved by the Agency. Any onsite shop inspection required by the Agency shall be performed by the Agency or its representative at the expense of the Contractor.

2.15 CONTRACTOR EXPERIENCE

The Bidder shall have been engaged in the business of the work specified herein for a period of at least ten (10) years. The Bidder shall submit a list with contact names and phone numbers of three (3) or more agencies for whom the Bidder has constructed similar projects. The list shall show the agencies' names and addresses, and an individual who may be contacted for reference for a project of similar scope. The individuals offered as references will be contacted. Failure to submit this list or unsatisfactory responses from the references shall, in the Agency's sole judgment, be grounds for deeming a Bid non-responsive.

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PART 3 - AWARD AND EXECUTION OF CONTRACT

3.1 HOLDING OPEN

Bidders must honor their Bids for a period of sixty (60) calendar days from Bid opening or such additional time as may be agreed to by and between a Bidder and the Agency. Bidders may not withdraw a Bid after Bid opening without the written approval of the Agency. Bidders who fail to honor a Bid after being awarded a contract for the Work will be deemed to have forfeited their Bid Security.

3.2 ADDITIONAL INFORMATION

Before the award of the contract for the Work, the Agency may request, and a Bidder will provide, any additional information and/or documents deemed necessary by the Agency to evidence that the Bidder has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of a contract for the Work.

3.3 BID OPENING

Within sixty (60) calendar days following Bid opening the Agency will deliver written announcement to each Bidder of the identity of the lowest responsible Bidder to whom the Agency intends to award a contract for the Work. The Agency reserves the right to: (i) accept or reject any or all Bids or to not award a contract for the Work; (ii) award a Bid in whole or in part or award multiple contracts for the Work; (iii) issue a new or revised Notice Inviting Sealed Bids; (iv) approve or disapprove of particular components of Work proposed to be delivered in a Bid; and (v) waive any informality or irregularity in

the bidding process or in a Bid. The Agency is not responsible for costs incurred by a Bidder in preparing or submitting a Bid, including, but not limited to, responding to requests by the Agency concerning a Bidder's Bid.

3.4 BID AWARD

The successful Bidder must enter into a contract for the Work with the Agency within fifteen (15) calendar days after written notice of award by the Agency is sent to (not received by) the successful Bidder together with such other documents identified in the Checklist for Bidders and not submitted previously as part of the successful Bidder's Bid. Should a successful Bidder fail to enter into a contract for the Work with the Agency and/or submit any of the documents identified in the Checklist for Bidders and not previously submitted as part of the successful Bidder's Bid, the Agency may deem the successful Bidder to have abandoned its Bid, the successful Bidder's Bid Security will be deemed forfeited to the Agency, and the Agency may award a contract for the Work to the next lowest responsible Bidder, if any.

3.5 BONDS

The successful Bidder must furnish good and sufficient bonds as provided in the Contract Documents including, but not limited to, a Payment Bond equal to one hundred percent (100%) of the successful Bidder's Total Bid Price and a Performance Bond to guarantee faithful performance of the contract for the Work.

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the Power of Attorney as of the date of the execution of the Surety Bond which it covers.

Any and all alterations, extensions of time, extra and additional work, and other changes authorized under the Contract Documents may be made without securing consent of the surety or sureties on the Bonds and each bond shall so specify.

Whenever any surety or sureties on any such bonds required by law for the protection of the claims of laborers and material persons become insufficient, or the Agency has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor or such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon to the Contractor until such further bonds or additional surety has been furnished.

3.6 NOTICE TO PROCEED

The Agency intends to issue a Notice to Proceed within thirty (30) days of receipt of the executed Contract, proof of full compliance with all insurance requirements, Performance Bond, and the Payment Bond from the Contractor.

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PART 4 - 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 INTENT OF THE 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.

4.4 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.

4.5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Pipes, canals, structures, earthwork, and finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the Plans. Deviations from the Contract Drawings as may be required by the exigencies of the construction will be in all cases determined by the Engineer and authorized in writing only.

4.6 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

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to describe and provide for a complete work. In the event of conflict between sections, the most stringent requirements shall apply.

4.7 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.

4.8 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.

4.9 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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4.10 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.

4.11 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.

4.12 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.

4.13 RIGHT OF AGENCY TO TERMINATE CONTRACT

A. 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.

B. 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

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have the right to take over and complete the work; provided, however, that if the Surety does not commence performance within fifteen (15) days from the date of said notice of termination, the Agency may take over the work and prosecute same to completion, by Contract or otherwise, for the account and at the expense of the Contractor, and the Contractor and its Surety shall be liable to the Agency for any and all excess costs sustained by the Agency by reason of such prosecution and completion, including, without limitation, all costs incurred by reason of termination and all damages, including liquidated damages, from late completion. In such event the Agency may take possession of, and utilize in completing the work all such plant materials, equipment, and tools as may be on the work site and necessary therefore.

4.14 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.

4.15 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.

4.16 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.

4.17 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.

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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.

4.18 SURFACE RESTORATION

Surface restoration shall be defined as that work necessary to restore the excavated area above backfill and the scarred surrounding work areas to a condition equivalent to or better than existed prior to the construction. This may include pavement replacement, seeding, shrub and plant replacement, and restoration of ditches and drainage areas.

The replacement of grass and/or wild flowers shall be accomplished by seeding. The kind and type of seed is to be determined by the Engineer. Replacement of plants and shrubs shall be required where the easement travels through a developed parcel. In this case the Agency or Developer and Contractor shall agree before proceeding as to which plants and shrubs shall be saved or replaced.

The restoration of trench surfaces shall include measures to prevent surface erosion of the trench. This shall include seeding, cutoff walls, surface header boards, water bars, interceptor dikes, gravel filter dikes, or rip rap energy dissipaters. These measures shall be used as required to prevent surface erosion.

4.19 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. The 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.

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

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California Air Resources Board (CARB). The Contractor shall be responsible for preparing a Dust Control Plan and obtaining permits, if necessary, and shall be responsible for all associated costs.

4.20 SITE SECURITY

The Contractor shall provide in advance of starting construction, a list of all employees and vehicles that need access to the site. The Contractor shall provide periodic updates to this list. The Contractor shall provide a list of all scheduled deliveries to the Project Site. This list shall include the items to be delivered, the name of the delivery company and the time the delivery is to be made.

All access gates to the Project Site are to remain closed and locked at all times that traffic is not using the gates. The Contractor will be assigned a specific access point at the Project Site. The Contractor may provide security personnel for access control during Project work hours. It is the Contractor's sole responsibility to secure all equipment, material, tools and other items used during the execution of the Contract.

4.21 HAZARDOUS WASTES AND UNFORSEEN 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.

4.22 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

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to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the Project necessarily idled during such work; provided that the Contractor shall first notify the Agency before commencing work on locating, repairing damage to, removing or relocating such utilities.

The Contractor shall immediately notify the Agency and the utility owner if it disturbs, disconnects or damages any utility.

Any sewer crossings shall conform to the State Health Department regulations for water/sewer separation and materials. Cost for special pipeline materials to meet Health Department regulations, and repair of services damaged shall be included in the cost of the Informal Bid items to which the work is appurtenant. No separate payment will be made.

The Engineer or his/her representative has endeavored to determine the existence of utilities at the work site from the records of the Agency's of known utilities in the vicinity of the work. The positions of these utilities, as derived from such records, are shown on the Plans. The service connections to these utilities may not be shown on the Plans.

The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the work site.

4.23 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. The Contractor shall notify Agency personnel immediately. Pets are not allowed on the project site.

4.24 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.

4.25 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.

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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.

PART 5 - CONTROL OF MATERIALS

5.1 STORAGE OF MATERIALS

Materials shall be stored to ensure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be located to facilitate prompt inspection. Materials shall not be located or stored where detrimental to traffic and pedestrians. All material paid for as "Materials on Hand" shall be securely stored and shall be covered by the Contractor's fire and theft insurance.

5.2 DELIVERY OF MATERIALS

The Contractor shall furnish the Engineer with a duplicate delivery ticket for all materials to be used in the work. The delivery tickets shall show the quantity and type of materials to be used in the work.

5.3 MATERIALS AND EQUIPMENT

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall be new, unused and undamaged when installed or otherwise incorporated in the work.

5.4 MATERIALS SPECIFIED

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or (approved) equal," and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the Engineer, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article specified or one that in the opinion of Engineer is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

All materials, equipment, and supplies provided shall, without additional charge to Agency, fully conform to all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefore or that a particular material, equipment, or supply was specified.

Pursuant to Public Contract Code section 3400, the Contractor shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) calendar days after award of the Contract.

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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 01 33 00 unless otherwise specified. Submittals not in accordance with the section requiring the submittal will be returned to the Contractor as unsatisfactory. Prior to transmission to the Engineer, the Contractor shall carefully review each submittal to confirm that it is complete and to verify whether or not the proposed items of work conform to Contract requirements. Each submittal shall be dated, signed, and certified by the Contractor as being correct and in conformance with the Drawings and the Specifications.

The Engineer will not review any items which have not been certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the responsibility of the Contractor. Items that are not in accordance with the Contract requirements shall be conspicuously noted as such. The Contractor shall identify each proposed deviation on the corresponding letter of transmittal and include a written explanation of the necessity for each deviation with the letter of transmittal. Deviations that are not conspicuously marked on both the letter of transmittal and the corresponding drawing or data will be deemed to have been disapproved by the Engineer or not reviewed by the Engineer.

Only those products that have been approved at the time of opening Informal Bids will be acceptable for use in the work; except, products may be approved after the Informal Bid opening date when there is sufficient time within the Contract period to permit testing and qualification.

Criteria pertaining to the qualification of products may be obtained from the Engineer. No extension of time will be granted for the purpose of testing and qualifying proposed products. If the Contractor believes that any shop drawing or communication relative thereto calls for changes in the work for which the Contract amount or time for completion should be changed, it shall not proceed with the changes in the work so called for and shall promptly notify the Engineer in writing of its estimate of the changes in the Contract amount and time for completion he/she believes to be appropriate

The Contractor shall refer to Section 01 33 00 titled, “Submittal Procedures” and the Technical Specifications for project specific submittal requirements.

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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 Conditions 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 article on Contractor's Insurance (Article 8.1), and the article on Indemnification (Article 8.2).

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PART 6 - WARRANTIES AND REPAIRS

6.1 WARRANTIES AND REPAIRS

Guarantee And Warranty Requirements - The Contractor shall warrant and guarantee that the entire work constructed under the Contract fully meets all requirements of the Contract. The Contractor shall further warrant and guarantee that all work, including materials, articles, and equipment furnished by the Contractor under the Contract, shall be free of deficiencies and defects for a period of one (1) year after the date of final acceptance of the work unless specified otherwise.

The Contractor shall further warrant and guarantee to make or have made at Contractor's expense repairs, adjustments, replacements, or other corrective work necessary to restore or bring into full compliance with the requirements of the Specifications any part of the work which during the guarantee period is found to be deficient with respect to any provision of the Specifications.

The Contractor shall be fully responsible for all direct and indirect damages and expenses to the Agency proximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to the Contractor by any subcontractor or manufacturer of equipment. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one (1) year, Contractor hereby stipulates and agrees that such guarantee shall inure to the benefit of the Agency for such longer period. The effective date for the start of the guarantee or warranty period shall be the date of recordation of the Notice of Completion. The Contractor also agrees to hold the Agency harmless from liability of any kind arising from damage due to said defects.

If a defect or deficiency is of a kind which in the opinion of the Engineer requires immediate correction to avoid injury to the Agency, the Engineer may make or have made such repairs, adjustments, replacements, or other corrective work and the Contractor agrees to promptly pay the Agency invoice for the corrective work.

If a defect or deficiency is of a kind which in the opinion of the Engineer requires immediate correction but the Contractor has failed to undertake corrective work within three (3) working days of receipt of written notice from the Engineer, the Engineer may make or have made such repairs, adjustments, replacements, or other corrective work and the Contractor agrees to promptly pay the Agency invoice for the corrective work.

The Agency will have the right to use deficient material and equipment until it can be taken out of service without injury to the Agency. The guarantees and agreements set forth herein shall be secured by the "Faithful Performance Bond" furnished by the Contractor to the Agency at the time of execution of the Contract, which bond shall be deemed to continue in effect during the period of guarantee.

This guarantee is not the exclusive remedy for the Agency in the event of any breach of this Contract.

PART 7 - LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED

The Contractor shall keep fully compliant with all local, county, state and federal laws and ordinances and regulations which in any manner affect those engaged or employed in the work, or the manufacture of materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of those having any jurisdiction or authority over the same.

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the Drawings or Specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the Agency and Engineer in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the Agency and Engineer, the Contractor shall bear all costs arising therefrom.

7.1.1 Hours of Labor - The Contractor shall forfeit, as penalty to the Agency, twenty-five dollars ($25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor of any tier under the Contractor, for each calendar day during which such worker is permitted or required to labor more than eight (8) hours in any one day or forty (40) hours per one (1) calendar week, unless compensated at not less than time and a half pursuant to Labor Code sections 1810 through 1816 thereof, inclusive.

7.1.2 Exception - If the prevailing wage determination requires a higher rate of pay for overtime work than is required pursuant to Labor Code section 1815, then that higher overtime rate shall be paid as specified in subsection 16200(a)(3)(F) of the Title 8, California Code of Regulations.

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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

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C. California Electrical Code
D. California Mechanical Code
E. California Plumbing Code
F. California Fire Code
G. California Code of Regulations: Title 8, Industrial Relations, CAL-OSHA
H. California Code of Regulations: Title 19, Public Safety

7.1.13 Fire Hazard - Flammable, volatile solvents in coating system components constitute a major hazard with regard to fire and explosions wherever flame or spark exposure is possible. All flames, smoking, and unapproved welding, etc., are strictly prohibited in Work or storage areas. Fire abatement devices shall be readily available and in operating condition. Necessary precautions shall be taken to keep fire hazard to a minimum; all oily rags, waste, and other combustibles not in covered containers shall be removed from the area daily. All coatings, solvents, thinners and related products shall be stored in conformance with applicable state, county and/or local fire codes pertaining to flammable materials.

7.1.14 Public Contracts Code Section 7103.5 - In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

7.1.15 Compliance with State Requirements for Use of Subcontractors - The Contractor's attention is directed to Public Contract Code section 6109, which prohibits a Contractor or a subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code sections 1777.1 or 1777.7 to bid on, be awarded or perform work as a subcontractor on a public works project. This section also prohibits a Contractor from performing work on this Contract with a subcontractor who is ineligible to perform work on this Contract pursuant to the above Labor Code sections. The Contractor shall comply with all of the provisions of Labor Code section 6109 of the Labor Code.

7.2 EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

7.2.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.

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7.2.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

7.2.3 The Contractor will send to each labor union or representative of workers, with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7.2.4 The Contractor will comply with all provisions of federal and state law, and of the rules, regulations, and relevant orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing and/or the California Labor Commissioner.

7.2.5 The Contractor will furnish all information and reports required by federal or state law, and by the rules, regulations, and orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing, California Labor Commissioner, or pursuant thereto, and will permit access to its books, records, and accounts by the administering Agency and the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the Equal Opportunity clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Agency contracts, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner.

The Contractor will include this Equal Opportunity clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner, so that such provisions will be binding upon each subcontractor or vendor, the Contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency, the Contractor may request the administering Agency to enter into such litigation to protect the interests of the administering Agency.

The Agency further agrees that it will be bound by the above Equal Opportunity clause with respect to its own employment practices when it participates in assisted construction work.

The Agency agrees that it will assist and cooperate actively with the administering Agency and the Secretary of Labor, Director of the California Department of Fair Employment and Housing in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing, that it will furnish the administering Agency and the Secretary of Labor, Director of the California Department of Fair Employment and Housing such information as they may

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require for the supervision of such compliance, and that it will otherwise assist the administering Agency in the discharge of the Agency's primary responsibility for securing compliance.

7.3 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the Agency, the Directors, the General Manager, the Engineer, their employees and duly authorized representatives from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

7.4 SANITARY PROVISIONS

The Contractor shall provide sanitary facilities at all Work locations.

7.5 PRESERVATION OF PROPERTY

Due care shall be exercised to avoid injury to street improvements or facilities, utilities' facilities, adjacent property pursuant to Civil Code section 832, and roadside trees and shrubbery that are not to be removed. If ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor began Work.

Full compensation for furnishing all labor, materials, tools and equipment and doing all Work involved in protecting property as above specified, shall be considered as included in the prices paid for the various Contract items of Work, and no additional compensation will be made.

7.6 RESPONSIBILITY FOR DAMAGE

The Directors, the General Manager, the Project Manager, the Engineer, volunteers and employees of the Agency shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any material or equipment used in performing the Work, or for injury or damage to any person or persons, either workers or the public, or for damage to an adjoining property from any cause whatsoever during the progress of the Work or at any time before final acceptance.

The Contractor hereby agrees to defend, indemnify and to hold the Agency, and all representatives, employees, volunteers, and Engineers of the Agency harmless and free of any and all liability, claims, judgments or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defending any of the parties from said claims or liability, which may directly or indirectly arise from acts or omissions of the Contractor, the Contractor's independent Contractors, and employees, representatives, and invitees of each of them, regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims or liabilities.

7.7 DISPOSAL OF MATERIALS

Unless otherwise specified in the Special Provisions, the Contractor shall make arrangements for disposing of materials. Excess excavated material not required for backfill shall be disposed of legally by the Contractor.

When any materials, including excess or unsuitable excavated earth or other roadway materials, are to be disposed of outside the right-of-way, the Contractor shall first obtain a written permit from the

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property owner on whose property the disposal is to be made and shall file said permit or certified copy, together with a written release from the property owner, absolving the Agency from any and all responsibility in connection with the disposal of material on said property. Before any material is disposed of on said property, the Contractor shall obtain permission from the Engineer to dispose of the material at the location designated in said permit.

Unless otherwise provided in the Special Provisions, full compensation for all costs involved in disposing of materials, including all costs of overhaul shall be considered as included in the prices paid for the various contract items of Work and no additional allowance will be made.

7.8 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the Work by the Agency, the Contractor shall have the charge and care and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the Work. Should a subcontractor fail to prosecute or properly prosecute all or any portion of the work in a manner satisfactory to the Agency, Contractor shall remove such subcontractor immediately upon written request by the Agency, and shall request approval of a replacement subcontractor to perform the work pursuant to Public Contract Code sections 4100 *et seq*., at no added cost to the Agency.

The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before final acceptance and shall bear the expense, except such injuries or damages occasioned by the acts of the federal government or acts of war.

In case of suspension of Work from any cause whatsoever, the Contractor shall be responsible for the Work as previously specified and shall also be responsible for all materials delivered to the worksite. Where necessary to protect the Work from damage, the Contractor shall, at its own expense, provide suitable drainage of the worksite and erect such temporary structures as are necessary to protect the Work from damage during any period of suspension of Work.

The Contractor shall provide twenty-four (24) hour emergency service for all maintenance and operations of the Work specified and shall supply the Agency with the name and phone number of the responsible person. Emergency service shall be within thirty (30) minutes from the time of notification. If the Contractor fails to provide this service the Agency shall perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the Contractor.

7.9 ACCEPTANCE OF CONTRACT

When the Engineer has made the final inspection and determines that the Contract has been completed in general conformance with these Plans and Specifications, the Engineer shall submit to the Board of Directors the recommendation that the Agency formally accept the Contract.

7.10 PROPERTY RIGHTS FOR MATERIALS

Nothing in the Contract shall be construed as vesting to the Contractor any right to property or materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for ninety-five percent (95%) of the value of materials delivered by the Contractor to the Project Site, or other location approved in writing by the Engineer.

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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.

PART 8 - INDEMNIFICATION AND INSURANCE

8.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Agency, the Engineer and their consultants, and each of their directors, officers, employees, or authorized volunteers (Indemnitees) and each of them from and against:

A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Indemnitees and/or Contractor, or any directors, officers, employees, or authorized volunteers of Indemnitees or Contractor, and damages to or destruction of property of any person, including but not limited to, Indemnitees and/or Contractor or their directors, officers, employees or authorized volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this agreement, however caused, regardless of any negligence of Indemnitees or their directors, officers, employees or authorized volunteers, except the sole negligence or willful misconduct or active negligence of an Indemnitee or its directors, officers, employees, or authorized volunteers;

B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law, ordinance or regulation, compliance with which is the responsibility of Contractor;

C. Any and all losses, expenses, damages (including damages to the Work itself), attorneys' fees and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Contractor's obligations under the Contract Documents. Such costs, expenses and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against an 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.

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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 00 62 16 of the Contract Documents. Contractor may, with the prior approval of the Agency, satisfy the limits for commercial general liability through an approved excess liability policy.

8.2.1.3 Required Provisions - The general liability, automobile liability and, as applicable, excess liability, policies are to contain, or be endorsed to contain, the following provisions:

1. Agency, the Engineer and their consultants, and each of their directors, officers, employees and authorized volunteers are to be given insured status as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, the Engineer and their consultants, and each of their directors, officers, employees or authorized volunteers.

2. For any claims related to the Work, the Contractor's insurance shall be primary insurance as respects the Agency, the Engineer and their consultants, and each of their directors, officers, employees or authorized volunteers. Any insurance, self-insurance or other coverage maintained by the Agency, the Engineer or their consultants, and each of their directors, officers, employees or authorized volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agency, the Engineer and their consultants, and each of their directors, officers, employees or authorized volunteers.

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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 00 45 27 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.

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8.2.7 Notice of Cancellation - Each insurance policy required by the Contract Documents shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) calendar days (10 calendar days for non-payment of premium) prior written notice by U.S. mail has been given to the Agency.

8.2.8 Subcontractors - 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.

PART 9 - 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,

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mobilization for the start of Work, and details of administrative procedures to be used during the progress of the Work. Attending the meeting will be the Engineer and key members of the jobsite staff, representatives of the Facility operations staff, the Contractor's authorized representative and key members of the Contractor's staff, and key subcontractors as selected and requested by the Contractor. At the meeting, the Engineer will discuss details of procedures for access to the site, operational necessities at the facilities, procedures for payment estimates, safety, security, schedule of Project meetings, and other subjects as determined by the Engineer or requested by the Contractor.

9.3.2 Project Meetings – To enable orderly review of progress during construction and to provide for systematic discussion of problems, the Engineer, to the extent deemed necessary by the Engineer, will conduct Project meetings during the construction period. Project meetings will be held at such time and place at the jobsite as determined by the Engineer, or other designated location in accordance with a mutually acceptable schedule. More frequent meetings may be called after due notice to the Contractor.

The purpose of the Project meetings is to analyze and resolve problems that might arise relative to execution of the Work, to discuss potential impact the Contractor's operations may have on Facility operations, and to review the Contractor's look-ahead schedule. To the maximum extent practicable, the Contractor shall advise the Engineer at least twenty-four (24) hours in advance of the Project meeting regarding items the Contractor wishes to have added to the agenda. Persons designated by the Contractor to attend and participate in Project meetings shall have the authority to commit the Contractor to the resolution of problems as agreed upon in the Project meetings. Subcontractors, materials suppliers, and others may be invited to attend Project meetings when their aspects of the Work are involved, but the Contractor shall remain wholly responsible for its obligations under Contract.

9.3.3 Schedule Review Meetings – A meeting, to the extent deemed necessary by the Engineer, will be held every month to review, evaluate, and discuss each construction schedule submittal. The Contractor shall designate persons to attend these schedule meetings who are familiar with the schedule and with current construction problems and activities and with the logic of the Work sequences used in preparing the schedule and the updates. At the Agency's discretion, these meetings may be combined with Project meetings.

9.3.4 Other meetings – From time to time as dictated by the construction progress concerns, the Engineer may call separate meetings for discussions of specific topics. The Contractor's authorized representative is required to attend these meetings as requested by the Engineer.

9.4 DELAYS AND TIME EXTENSION

If the Contractor is delayed in the progress of the Work by any act or neglect of the Agency or the Engineer, or by any separate Contractor employed by the Agency, or by strikes, lockouts, fire, acts of God, unusual weather conditions, or unavoidable casualties, the Contractor shall, within twenty-four (24) hours of the start of the occurrence, give written notice to the Agency of the cause of the potential delay and an estimate of the possible time extension involved. Within seven (7) calendar days after the cause of delay has been remedied, the Contractor shall give notice to the Agency of any actual time extension requested as a result of the aforementioned occurrence.

For purposes of this Contract, the Contractor shall be entitled to a time extension to the Substantial Completion Milestones listed on the construction schedule as required by Section 01 32 16 titled "Construction Progress Schedule and Reports" for weather delays only when the Contractor's critical

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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 01 32 16 titled "Construction Progress Schedule and Reports" 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 (10) calendar days after occurrence of the event giving rise to such claim or within ten calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims for time extension must be made by written notice. An additional claim made after the initial Claim has been implemented by contract change order will not be considered.

Any delay claim shall be accompanied by a critical path method (CPM) schedule showing that the delayed task was on the Project's critical path at the time of the delay. Project schedule shall be in the form detailed in Section 01 32 16 titled, "Construction Progress Schedule and Reports."

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 Conditions.

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,

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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 00 73 00 Special Provisions 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 00 73 00 Special Provisions.

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

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a manufacturer designated in the Specifications, shall be accepted only if the items meet all other specification requirements.

The Contractor shall furnish all tools, equipment, materials, supplies, and manufactured articles necessary or required for the performance and completion of the Work included in the Contract, except for materials and equipment specified to be furnished by the Agency. The materials, articles, and equipment provided for permanent installation in the Work shall be new and shall be in accordance with these Specifications.

The Contractor shall perform quality control on suppliers, manufacturers, products, services, site conditions, and workmanship to ensure that Work conforms to the Contract Documents. The Contractor shall be prepared to document its quality control activities. The Contractor shall require and ensure conformance with specified standards as a minimum quality for the Work. When more stringent tolerances, codes, or specified requirements are required by a particular manufacturer or a particular item of Work, the higher standards or more precise workmanship shall be provided.

The Engineer's inspections and tests are for the sole benefit of the Agency and shall not:

A. Relieve the Contractor of responsibility for providing adequate quality control measures.

B. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.

C. Constitute or imply acceptance.

D. Affect the continuing rights of the Agency after acceptance of the completed Work.

The Contractor shall be responsible for adjustments, corrections, or repairs found necessary after the delivery or installation of materials and articles. Unidentified materials shall not be used in the Work, including work at fabrication plants.

Sequencing and Scheduling of Inspections and Tests - The Contractor shall furnish and prepare the required samples and test specimens ready for testing in time for the necessary tests and analysis. Where the Specifications require Work to be tested or approved, it shall be tested only in the presence of the Engineer.

The Engineer shall be given timely notice of the Contractor's readiness for inspection and test. The length of advance notice shall be appropriate for the complexity of the inspection or test, the availability of the Engineer's staff, and the location of the inspection or test, but in no case shall less than twenty-four (24) hours' advance notice be given.

9.8.4 Testing - Materials and articles that are to be included in the Works shall be subject to testing for conformance with the Specifications and Drawings. When not otherwise specified, sampling and testing shall be in accordance with the methods prescribed in the current standards of ASTM applicable to the class and nature of the articles or materials considered. However, the Engineer will have the right to use any generally accepted method of testing that will ensure that the quality of materials, articles, or Work is in full accord with the Specifications and Drawings. The Engineer will have the right to select, test, and analyze, at the expense of the Agency, additional test specimens of the

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materials to be used. Results of these tests and analyses will be considered with the results of other tests or analyses, whether performed by the Engineer or the Contractor, to determine compliance with the applicable Specifications for the materials.

9.8.5 Inspection By The Engineer - Materials and articles that are to be included in the Work shall be subject to rigid inspection by the Engineer for conformance with the Specifications and Drawings. The Contractor shall plan for the inspections to be continuous, repetitive, and detailed. Orders for materials, articles, and equipment shall note that the articles, materials, and equipment are subject to inspection and acceptance by the Agency, both during manufacture or fabrication and after delivery to the site.

When practicable and convenient for the Engineer, inspection will be made during the manufacture of the articles and equipment. The location, alignment, grade, plumb, and other physical characteristics of formwork for concrete, items to be embedded in concrete, and permanent improvements shall be subject to rigid survey verification. Materials or articles shall not be incorporated in the Work until they have been inspected by the Engineer. After testing, Work shall be covered or backfilled only with the approval of the Engineer.

The duties of the Engineer in conducting review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or safety measures in, on, or near the construction site.

9.8.6 Facilities for Inspection and Testing - The Contractor shall furnish the facilities, utilities, and assistance necessary for the safe and convenient performance of inspections and tests required by the Specifications or by the Engineer. The Contractor shall provide adequate lighting, access, and ventilation for a safe working environment for inspections and tests. The Contractor shall cooperate with the Engineer's staff in the performance of their respective duties and shall provide qualified personnel to assist with the performance of tests and inspections by them. When the Specifications require tests or inspections to be performed by the Contractor, the Contractor shall provide qualified, licensed, personnel to perform them.

9.8.7 Rejection of Work - The Engineer will have the right, at all times and in all places, to reject articles or materials to be furnished for the Project that fail to meet the requirements of these Specifications. This shall be regardless of whether the defects in these articles or materials are detected at the point of manufacture or after completion of the Work at the site. The Engineer will be the sole judge as to the acceptable quality of materials, articles, and Work. However, where the Engineer, through an oversight or otherwise, accepts material, articles, or Work that is defective or that is contrary to the Specifications, the material, article, or Work, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the Engineer.

Promptly after notification of rejection by the Engineer, the Contractor shall remove rejected portions or items of materials, articles, or Work to a satisfactory distance from the vicinity of accepted items and shall replace the rejected materials, etc., with items acceptable to the Engineer.

9.8.8 Final Inspections and Acceptance - Final inspections for acceptance of materials, articles, equipment, and Work will be made at the completion of all Contract Work. A minimum of ten (10) working days prior to the estimated completion of the Work, the Contractor shall notify the Engineer in writing of the pending completion of the entire Work or an agreed portion thereof. The Contractor shall

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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

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detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety Standards of the Department of Health, Education and Welfare, the plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all areas. If excavation or trench work requiring a CAL-OSHA permit are to be undertaken, the Contractor shall submit a copy of its permit with the excavation/trench work safety plan to the Agency before Work begins.

The Agency or the Engineer may have made investigations of subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions, and the records of such investigations are available for inspection at the Engineering Office. The detailed plan showing the design of shoring, which the Contractor is required to submit to the Agency for acceptance prior to excavation, shall not be accepted by the Agency if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Agency or their consultants; nor will the plan be accepted if it is based on soils-related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads. Nothing contained herein shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

Inspection or testing by the Agency or any agent of the Agency is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction, nor make the Agency responsible for providing a safe place for the performance of Work by the Contractor, subcontractors, or suppliers; or for access, visits, use, work, travel or occupancy by any person.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the Agency. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

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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 Title 17 of the California Code of Regulations.

9.9.4 Facility Startup - The Contractor shall commission all systems and equipment to verify performance, function, and correct operation by performing procedures to activate, startup, adjust, test, and demonstrate that the Work is in operating order in accordance with these general requirements of this section and the detailed requirements of the technical sections under the system or equipment specified.

To ensure that the Work is ready for full-time operation, the procedures shall include verification, balancing, calibration, witness testing, documentation, inspection by equipment manufacturers and operator training where specified. The Contractor shall notify the Engineer five (5) working days prior to starting each system or piece of equipment. During the startup period, the Contractor shall coordinate the operation of the facilities with Engineer, subcontractors, Agency's operators, and manufacturer's representatives.

The Contractor shall furnish test equipment, measuring devices and supplies required to conduct tests. The Contractor shall maintain the equipment until acceptance, provide all lubricants, chemicals, and electricity necessary until acceptance, furnish all expendable supplies, gas, water, etc., required for startup, demonstration and testing, and dispose of all waste or used supplies, water, etc.

9.10 CONTRACT CLOSEOUT

9.10.1 Final Cleanup - Prior to final inspection, clean the entire construction area and all other areas affected by the performance of Work under this Contract. Clean up work area using personnel specializing in and skilled in cleaning and maintenance work. The Contractor shall repair work using personnel skilled in executing the type of work being repaired. All Work shall be executed to the highest trade standards applicable to that type of work.

The Contractor shall perform the following work prior to final inspection:

A. The Contractor shall remove all temporary construction, signs, tools, equipment, excess material and debris.

B. Remove all lumps, splatters, spots and stains caused by paint, adhesive, asphalt, concrete, mortar, sealant or other foreign material from exposed or finished surfaces. Remove all temporary labels.

C. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this work.

D. Sweep clean and wash down all exterior pavement.

E. Remove all hazardous material and material that may cause sediment in drainage systems prior to wash down.

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F. Remove all grease and oil stains on pavement caused by Contractor's equipment.

9.10.2 Contractor's Action List of Items to Be Corrected and/or Completed - During construction, the Contractor shall maintain an action list of items to be corrected and/or completed. The Contractor shall regularly add items and update the list as information becomes available or as requested by the Engineer. The Contractor shall deliver a current copy of the list to the Engineer at each progress meeting.

9.10.3 Semifinal Inspection/Substantial Completion - When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work, and use the Contractor's action list to prepare a Contractor's punch list of all deficient or uncompleted items. The Contractor shall complete or correct items on the punch list. When the Work is substantially complete, the Contractor shall notify the Engineer in writing that the Contractor has reviewed the Contract Documents, inspected the Work and believes that the Work is substantially complete and ready for semifinal inspection.

On receipt of the Contractor's punch list and notice that the Work is ready for semifinal inspection; the Engineer will inspect the Work. The Engineer may add additional items to the Contractor's punch list; may find that the Work is not ready for inspection; is ready for inspection but not substantially complete; or that the Work is substantially complete. When the Engineer finds the Work is substantially complete, it will prepare a final punch list and a Notice of Substantial Completion which will state the date of substantial completion and the time agreed to by the Agency and the Contractor (not to exceed thirty (30) calendar days) in which the Work shall be fully complete and ready for final inspection.

9.10.4 Final Inspection, Final Completion And Final Payment - When the Contractor has completed or corrected all the items on the Engineer's final punch list, the Contractor shall give the Engineer written notice that the Work is ready for final inspection. When the Engineer finds the Work acceptable and fully complete in accordance with the Contract Documents, and upon receipt of a final Application for Payment and all final submittals, the Engineer will recommend that the Agency issue a Notice of Final Completion, make final payment and accept the Work stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspection, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.

9.10.5 Final Submittals include:

A. Operation and Maintenance Manuals and Parts Lists

B. Record Drawings

C. Extra Materials

D. Special Guarantees

E. Insurance Certificate showing required continuation of coverage beyond Final Payment

F. Release of Liens

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G. Waiver of Claims by Contractor

H. And any other submittals required by the Contract Documents and not previously received

The Agency will record the Notice of Final Completion at the County Recorder's Office. The Agency will make final payment to the Contractor, subject to any statutory and contractual rights to withhold or deduct, not later than sixty (60) days after completion of the Work as defined in Public Contract Code section 7107.

9.10.6 Record Drawings - The Contractor shall maintain on the jobsite, a complete set of Contract Documents and a complete file of all addenda, Contract modifications and favorably reviewed submittals. The Contractor shall prepare a set of Record Drawings concurrently with the construction of the Work and in accordance with the following:

A. Show the invert elevation of all gravity piping and the top of pipe, top of conduit or top of protective concrete encasement for other utilities. Elevations shall be related to a permanent visible elevation bench mark set at the site by the Contractor.

B. Show the horizontal location of underground utilities measured from permanent visible physical features such as face of building, face of tank, or centerline of manhole.

C. Comply with detailed requirements in technical specification sections describing the type of information required on Record Drawings. The Contractor's copy of Contract Documents, Contract modifications and Record Drawings shall be available to the Engineer for weekly verification that the records are being currently updated.

D. The Contractor shall submit Record Drawings and obtain acceptance prior to completion.

9.10.7 Extra Materials - Deliver specified extra materials and parts to Agency. Itemize all items on a transmittal letter in duplicate and obtain signature of receiving party. Submit copies of signed transmittals for all specified extra materials and parts prior to completion.

9.10.8 Twelve-Month Inspection – Unless specified otherwise in the Technical Specifications, approximately thirty (30) days prior to the expiration of the one (1)-year guarantee period, the Contractor shall tour the Project with the Engineer and/or the Agency to prepare a list of corrective work required under the twelve (12)-month guarantee. The Contractor shall correct all items found to be defective within twenty (20) days of receipt of the list of items to be corrected.

PART 10 - 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

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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.

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

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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

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or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment Agency, other than Contractor owned, the Contractor will be paid at the hourly rate shown on the rental Agency invoice or agreement for the time used on force account work. If a minimum equipment rental amount is required by the local equipment rental Agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate. If the rental rate established by the Engineer is ten dollars ($10.00) per hour or less, the provisions above concerning rental of equipment from a local equipment Agency shall apply

10.3.3 The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

10.3.4 Operators of rented equipment will be paid for as provided in Section 10.3.1 titled "Direct Labor Cost."

10.3.5 All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

10.3.6 Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Rental time will not be allowed while equipment is inoperative due to breakdowns.

10.3.7 The time to be paid for equipment on the Work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work. The following shall be used in computing the rental time of equipment on the Work:

A. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be two (2) hours of operation.

B. When daily rates are listed, less than four (4) hours of operation shall be considered to be two (2) days of operation.

10.3.8 When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

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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.”

All force account work shall be adjusted daily upon Daily Extra Work report sheets, furnished to the Contractor by the Engineer and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done.

10.3.9 Material Costs - Charges for the cost of materials furnished by the Contractor shall be made provided such furnishing was specifically authorized in the extra work order and the actual use verified by the Engineer. Charges shall be net cost to the Contractor delivered at the job, including all applicable sales taxes and vendor’s invoice must accompany the billing along with verification of use of such materials by the Engineer.

10.4 PROGRESS PAYMENTS

On or before the tenth (10th) of each month the Contractor shall submit to the Agency a Request for Payment on forms to be provided by the Agency. The Request for Payment shall follow the form of the Schedule of Values required by the Engineer.

Upon receipt of a Request for Payment, the Agency shall review it as soon as practicable to determine if it is proper. Any Request for Payment determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practicable, but not less than seven (7) days after receipt. Any Request for Payment returned to the Contractor shall be accompanied by a document setting forth in writing the reasons why the request is not proper.

Upon receipt of an undisputed and properly submitted Request for Payment the Agency shall prepare a written Progress Pay Estimate which shall include the total amount of Work done including Contract Change Orders and/or force account and allowances for materials on hand.

Pursuant to Public Contract Code section 20104.50, the Agency shall pay interest at the legal rate set forth in subdivision (a) of Code of Civil Procedure section 685.010 on any Request for Payment submitted by the Contractor if the Agency fails to make the progress payment within thirty (30) days after receipt of an undisputed and properly submitted Request for Payment. The number of days available to the Agency to make a progress payment without incurring interest pursuant to Public Contract Code section 20104.50 shall be reduced by the number of days by which the Agency exceeds the seven (7) day requirement set forth above for the return of an improper Request for Payment.

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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 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

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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 Labor Code sections 1775, 1776, or 1777.7;

C. Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;

D. A reasonable doubt that the Work can be completed for the balance then unearned;

E. A reasonable doubt that the Contractor will complete the Work within the agreed time limits;

F. Costs to the Agency, including without limitation, liquidated damages, resulting from failure of the Contractor to complete the Work within the proper time;

G. Failure to comply with environmental and other regulatory requirements;

H. Cost of insurance arranged by the Agency due to cancellation or reduction of the Contractor's insurance;

I. Payments due the Agency from the Contractor, including but not limited to the monthly service charge, and consumption charge for water used by the 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.

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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 the Contractor shall properly carry out. If Contractor believes that any such Field Directive or Field Order entails work beyond the scope of the Contract, Contractor shall provide notice in accord with this Section 10.6.

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

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10.6.2 Claims of Fifty-Thousand Dollars ($50,000) But Not Over Three-Hundred and Seventy-Five Thousand Dollars ($375,000) – The Agency will respond in writing to claims of fifty-thousand dollars ($50,000) but not over three-hundred and seventy-five thousand dollars ($375,000) within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Agency may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Agency and the Contractor. The Agency's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

10.6.3 All Claims of Three-Hundred and Seventy-Five Thousand Dollars ($375,000) or Less – If the Contractor disputes the Agency's written response or the Agency fails to respond within the times prescribed for claims of three-hundred and seventy-five thousand dollars ($375,000) or less, the Contractor may so notify the Agency, in writing, either within fifteen (15) days of receipt of the Agency's response or within fifteen (15) days of the Agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a demand, the Agency will schedule a meet and confer conference within thirty (30) days for settlement of the dispute. If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of these provisions, the running of the period of time in which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to this section until the time the claim is denied, including any period of time utilized by the meet and confer conference. The procedures governing all civil actions filed by the Contractor to resolve claims of three-hundred and seventy-five thousand dollars ($375,000) or less shall be those set forth in Public Contract Code Section 20104.4 which provides for mediation and judicial arbitration. In any suit filed under Section 20104.4, the Agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law. The Agency will pay any portion of a claim that is undisputed in accordance with the payment provisions of the Contract.

10.6.4 Claims of More Than Three-Hundred and Seventy-Five Thousand Dollars ($375,000) – All claims of more than three-hundred seventy-five thousand dollars ($375,000) are subject to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Jurisdiction over such claims shall rest with the Superior Court of the State of California.

10.6.5 Final Payment – Whenever the Contractor shall deem all Work under this Contract to have been completed in accordance therewith, he/she shall so notify the Engineer in writing, and the Engineer shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. Completion of Work will include submittal and approval of 'As-Built' record Drawings and final O&M manuals. When all the provisions of the Contract have been fully complied with to the satisfaction of the Engineer, he/she shall proceed with all reasonable diligence to determine accurately the total value of all Work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The Engineer will then certify to said final estimate and

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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.

END OF GENERAL CONDITIONS

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SECTION 00 73 00 SPECIAL PROVISIONS

PART 1 GENERAL

1.1 DEFINITIONS

A. 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 T Gardiner, PE Kern County Water Agency Ph: (661) 634-1460
CONSULTING ENGINEER	Curtis Skaggs, PE Dee Jaspar & Associates, Inc. Ph: (661) 393-4796
CONSTRUCTION ADMINISTRATION	David M Pieper Kern County Water Agency Ph: (661) 345-7603

1.2 TIME FOR COMPLETION, FORFEITURE DUE TO DELAY, AND LIQUIDATED DAMAGES

A. The Contractor shall meet the following Milestones:

1. The Contractor shall complete all Work within ninety (90) consecutive calendar days from the Agency's issuance of a Notice to Proceed.

B. Pursuant to Government Code section 53069.85, for each day completion is delayed beyond the time allowed, the Contractor shall forfeit and pay to the Owner as liquidated damages the following sums:

1. One Thousand Dollars ($1,000) per day for each and every calendar days delay in finishing the work after the time period defined above in Paragraph A.1.

C. 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

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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.

D. 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.

E. 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.

F. No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising 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.

G. 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.

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1.3 SPECIFICATIONS

A. General

1. 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.

2. 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.

3. 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.

4. In case of conflict between portions of the Contract Documents, the order of precedence of Contract Documents shall be:

   a. First: Permits from other agencies as may be required by law.

   b. Second: Addenda

   c. Third: Bid Documents, Division 00

   d. Fourth: Technical Specifications (Divisions 02, 03, and 07)

   e. Fifth: Plans (Appendix A)

   f. Sixth: General Requirements, Division 01

   g. Seventh: State Standard Specifications

   h. Eighth: Reference Documents

5. 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.

6. Whenever any conflict appears in any portions of the Contract Documents, it shall be resolved by application of the order of precedence.

B. General Requirements and Technical Specifications

For definitions of the Specifications categorized as General Requirements (Division 01), and Technical Specifications (Divisions 02 through 07) refer to Section 01 42 13 – Definitions and Abbreviations.

C. Reference Documents

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1. For a definition of Reference Documents and State Standard Specifications refer to Section 01 42 13 – Definitions and Abbreviations.

2. Throughout the following Specification sections, references are made to various widely published, standard and commercial specifications, manuals, or codes of technical societies, organizations, or associations. These specifications are intended to amplify the descriptions of materials, equipment, and construction systems. The Contractor shall caution each of his 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:

    a. American Society of Testing Materials (ASTM)

    b. American National Standards Institute (ANSI)

    c. American Standards Associations (ASA)

    d. American Concrete Institute (ACI)

    e. Federal Specifications, as applicable.

    f. California Building Code

    g. California Plumbing Code

    h. National Electric Code

    i. Construction Safety Orders of the Division of Industrial Relations latest edition.

3. 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.

4. 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

D. List of Drawings

The Work shall conform to the following Drawings:

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Sheet No.	Title
1	Cover Page and Vicinity Map
2	Site Plan
3	Demolition Plan
4	Improvement Plan – Phase 1
5	Improvement Plan – Phase 2
6	Miscellaneous Details

E. State Standard Specifications

For the purpose of this contract, the following terms or pronouns in place of them, used throughout the State Standard Specifications and defined in paragraph A of this Article 1.8, 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
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.

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F. Occupational Safety and Health Act

1. 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.

2. 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

G. Compliance with All Laws and Codes

1. 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.

2. 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.

1.4 CORRESPONDENCE WITH AGENCY DURING CONSTRCTION

A. During the regular business hours of 7:00 a.m. and 4:00 p.m., Contractor shall contact David M Pieper (661) 345-7603 (cell). Inquiries by the Contractor after the normal business hours shall be directed to James T Gardiner (661) 487-0535 (cell).

1.5 PERMITS REQUIRED

A. All required City of Bakersfield permits

B. Confined Space Entry Permit

1.6 CONTRACTOR'S RESPONSIBILITIES

A. Supervision and Superintendence

1. 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.

2. 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.

B. Obstructions

1. 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.

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2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 8-1.07, "Delays" of the State Standard Specifications, and compensation for the delay will be determined in conformance with the provisions in Section 8-1.07. The Contractor shall be entitled to no other compensation for that delay.

8. 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 Article 1.2 above (Time for

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Completion, Forfeiture Due to Delay, and Liquidated Damages). The Contractor shall be entitled to no other compensation for that delay.

9. 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.

C. Pre-Construction Meeting

A meeting will be held at a time and place designated by the Engineer to discuss the work, construction schedule, mobilization for start of work, and details of administrative procedures to be used during the progress of work. Attending the meeting will be the Engineer and key members of the jobsite staff, representatives of the Agency, the Contractor's authorized representative and key members of his staff, and key subcontractors as selected and requested by the Contractor.

D. Safety Representative

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

E. Safety and Protection

1. 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.

   a. 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.

   b. 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.

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c. 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.

d. 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.

e. 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.

f. 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.

g. The Owner, the Engineer, and their respective employees' site responsibilities are limited solely to the activities of the Owner's and Engineer's employees on site. These responsibilities shall not be inferred by any party to mean that the Owner or Engineer has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The contractor's methods of work performance, superintendence and the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the Contractor alone.

2. Contractor shall comply with Public Contract Code section 7104.

a. 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.

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b. 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.

3. The Contractor shall include all costs for the above items in the various bid items, and no separate payment will be made therefore.

4. 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.

5. 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.

6. 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.

F. Accident Prevention

1. 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.

2. 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.

3. 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

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Contract. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention.

G. Protection of Existing Items

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.

H. Project Security

1. 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.

2. The Contractor shall prevent unauthorized personnel of vehicular entry into the project site.

3. The Contractor shall be responsible for providing security within the work site as the Contractor deems necessary for the protection of its own equipment, materials, or work from vandalism or theft. The Owner will not be responsible for theft or damage to the Contractor's equipment, materials, or work. If 24-hour on-site security is desired by the Contractor, the Agency will allow for the Contractor to maintain one on-site trailer and up to two on-site security personnel overnight.

4. Contractor shall keep the gates locked and the site secure at all times.

I. Regulatory Requirements, Permits and Licenses

1. 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.

2. 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.

   a. The Contractor shall be responsible for obtaining any permits to haul, transport, and dispose of material.

   b. The Contractor shall submit copies of permits required by regulatory authorities and shall retain copies of the permits at the site.

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J. Biological Resources

1. 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.

2. 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.

3. Contractor's vehicles shall maintain a maximum speed limit of 15-mph in the Project Area and on access roads.

K. Project Site Maintenance

1. 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.

2. 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.

L. Dewatering

The Agency will provide initial dewatering for the settled water channel to facilitate the Contractor's installation of plugs or a temporary bulkhead. Initial dewatering shall be coordinated with Agency staff prior to the start of the project. Any other dewatering necessary to complete the project shall be the responsibility of the Contractor.

M. Storm Water Control

A Storm Water Pollution Prevention Plan (SWPPP) is not required for this project.

N. Use of Site and Other Areas

1. The Contractor shall effectively secure and protect adjacent property and structures.

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2. The Contractor shall use extreme care during construction to prevent damage to adjacent property. This includes, but is not limited to, paint overspray during tank coating. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary. Dust control shall conform to the applicable provisions of Section 10 of the State Standard Specifications. All cleanup, dust control, and project site maintenance costs shall be absorbed in the Contractor's Bid.

3. 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.

4. 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.

5. 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.

O. Emergencies

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.

P. Air Pollution Control

1. The Contractor shall be responsible for preparation and compliance with a San Joaquin Valley Air Pollution Control District (SJVAPCD) Dust Control Plan (DCP) if necessary. Contractor shall submit DCP to the SJVAPCD for approval.

2. 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.

3. Contractor shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII.

4. Dust control shall be maintained in accordance with the Dust Control Plan.

5. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Acts of 1970 and Cal OSHA.

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Q. Project Site Security

1. 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.

2. 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.

R. Notification

1. 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.

2. 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 at the jobsite.

3. The Contractor shall notify the Owner at least forty-eight (48) hours prior to commencing work.

4. The Contractor shall notify USA Underground Service Alert Organization for utility underground permits pursuant to Government Code section 4216. Notification shall be provided a minimum of two business days prior to any excavation. The Contractor shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The Underground Service Alert Phone Number is 800-227-2600. The Contractor shall immediately notify the Agency 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.

S. Labor

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.

T. Coordination with Others

Refer to Section 01 31 13 Coordination of Work.

U. Construction Water

Refer to Section 01 51 36 Temporary Construction Water.

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PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

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SECTION 01 11 00 DESCRIPTION OF WORK AND SCHEDULE CONSTRAINTS

PART 1 GENERAL

1.1 DESCRIPTION

A. The Work consists of furnishing all labor, materials and equipment necessary to complete the Improvement District No. 4, Train A Settled Water Channel Improvements Project, in Bakersfield California, in accordance with the Plans and the Specifications.

B. The construction site is located in Kern County, California. The site address is 811 Nadine Lane, Bakersfield, CA 93308.

C. The primary components are generally described as follows:

1. Submit a completed construction schedule, shop drawings, and material detail sheets for review and approval prior to beginning construction.

2. Perform dewatering and construct temporary bulkhead.

3. Demolish and dispose of existing fiberglass channel.

4. Construct reinforced concrete channel including surface preparation, slab cutting, doweling, floor, and walls.

5. Install joint sealant, concrete sealer, and perform final cleanup.

6. Remove temporary bulkhead.

7. Place into service and check for leaks.

8. Incidental items necessary to complete the work including mobilization, project closeout, quality control and similar construction activities; bonds, insurance, permits, licenses and fees required to complete the project.

1.2 BEGINNING OF WORK

A. The start of the contract duration shall be the date the Notice to Proceed is issued.

1.3 TIME OF COMPLETION

A. The work shall be completed within the times set forth in Section 00 73 00 – Special Provisions.

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,

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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 subject to the approval of the Agency and shall be submitted by the Contractor to the Agency in writing 7 days prior to commencement. The Agency will work with the Contractor to adjust the allowable working hours if required.

1.5 ORDER OF WORK

A. Prior to commencing demolition activities, Contractor shall coordinate basin shutdown and sequencing requirements with the Agency.

B. Contractor shall install temporary bulkheads and any other temporary isolation measures necessary to isolate the existing channel and maintain operation of adjacent facilities during construction.

C. Contractor shall demolish and remove the existing fiberglass channel and legally dispose of all demolished materials off site.

D. Contractor shall prepare existing concrete surfaces by sandblasting and cleaning to remove laitance, loose material, coatings, dirt, oil, and other contaminants.

E. Contractor shall drill and install dowels into the existing concrete structure as shown on the Drawings and specified herein.

F. Contractor shall install reinforcing steel, waterstops, bonding agents, swellable waterstops, embedded materials, and formwork required for construction of the new reinforced concrete channel.

G. Contractor shall place reinforced concrete for the new channel in accordance with the Drawings and Specifications.

H. Contractor shall remove formwork, apply joint sealants and concrete sealers, and complete all finishing work shown on the Drawings and specified herein.

I. Contractor shall remove temporary bulkheads following completion of concrete work and after the new channel is capable of being placed into service.

J. Contractor shall perform final cleanup and restore all disturbed areas to conditions equal to or better than those existing prior to construction.

K. The remaining work shall be finally complete within the total construction period of ninety (90) calendar days. The Contractor shall diligently prosecute the work to completion date indicated on the Notice to Proceed.

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1.6 PERMITS

A. Confined Space Entry Permit.

PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 01 25 00 MATERIALS AND SUBSTITUTIONS

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 contact with water shall be NSF-61 certified.

E. 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 RELATED WORK SPECIFIED ELSEWHERE

A. Submittal Procedures: 01 33 00.

B. Technical Specifications: Divisions 02 through 49

1.3 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.

1.4 TRADE NAMES OR 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

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such products are equal in every practical respect to those mentioned herein, as determined by the Engineer.

1.5 SAMPLES

A. At the option of the Engineer, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Samples representative of the character and quality of materials shall be submitted by the Contractor. Samples shall be of sufficient quantities or amounts for testing or examination.

B. All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.

C. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until the Engineer has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Engineer, or his designated representative, in the presence and with the assistance of the Contractor.

1.6 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 Submittal Procedures.

1.7 INSPECTION OF MATERIALS BY THE CONTRACTOR

A. The 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.

1.8 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

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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.

1.9 MANUFACTURER TESTING

A. At the option of the Engineer, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the Engineer written notification well in advance of actual readiness of materials and equipment to be tested and inspected at point of origin.

1. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or re-inspection at the site of the Work.

2. Materials and equipment which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

1.10 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.

1.11 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.

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5. The specified product or method of construction cannot be provided within the Contract Time. The request shall not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

6. The specified product or method of construction cannot receive necessary approval by governing authority, and the requested substitution can.

7. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear.

    a. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.

    b. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

8. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.

9. Specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.

10. Specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

1.12 SUBSTITUTION REQUEST FORM

A. Use Substitution Request Form at the end of this Section 01 25 00 and the submittal transmittal used in compliance with Section 01 33 00.

B. Submit one (1) form with four (4) copies for each request.

PART 2 NOT USED

PART 3 NOT USED

END OF SPECIFICATION SECTION

SUBSTITUTION REQUEST FORM IS ON THE FOLLOWING PAGE

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SUBSTITUTION REQUEST FORM

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 _____

For Use by Design Consultant
Accepted Accepted as Noted Not Accepted Received Late By_____ Date_____ Remarks_____

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SECTION 01 26 63 CHANGES TO THE WORK

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 RELATED WORK SPECIFIED ELSEWHERE

A. General Conditions: 00 72 00.

B. Special Provisions: 00 73 00.

1.3 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.

1.4 AUTHORIZATION REQURIED

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.

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PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 01 29 00 MEASUREMENT AND PAYMENT

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 RELATED WORK SPECIFIED ELSEWHERE

A. Bid Form: 00 41 00.

B. General Conditions: 00 72 00.

C. Special Provisions: 00 73 00.

D. Waiver and Release Submittals: 01 29 01.

E. Explanation of Bid Items: 01 29 10.

1.3 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.

1.4 REFERENCES

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 Form (Section 00 41 00) and in Section 01 29 10 – Explanation of Bid Items and are not shown on the Plans.

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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.

1. 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.

2. If a final pay item is eliminated, the estimated quantity for the item will be eliminated.

D. If a portion of a final pay item is eliminated, the final pay quantity will be revised in proportion to the bid quantity represented by the eliminated portion of the item of work.

E. The estimated quantity for each item of work designated as a Final Pay Quantity on the Bid Schedule and/or in the Explanation of Bid Items shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

F. In case of discrepancy between the quantity shown on the Bid Schedule for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown on the Bid Schedule.

1.5 PARTIAL PAYMENT

A. Attention is directed to Article 10.4 of Section 00 72 00, 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 Subsection 7.9 of Section 00 72 00, General Conditions.

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1.6 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 Subsection 9.10.5 in Section 00 72 00 - 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 01 29 01 Waiver and Release Submittals.

1.7 SECURITIES IN LIEU OF RETENTION AND ESCROW AGREEMENT

A. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with Owner, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those withheld moneys to Contractor. Upon satisfactory completion of the contract, the securities shall be returned to Contractor.

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 twenty (20) calendar 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.

PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 01 29 01 WAIVER AND RELEASE SUBMITTALS

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 01 29 00 - 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**".

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. General Conditions: 00 72 00.

B. Measurement and Payment: 01 29 00.

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PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

WAIVER AND RELEASE FORMS ARE FOUND ON THE FOLLOWING PAGES

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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): $_____

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(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.

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 01 29 10 EXPLANATION OF BID ITEMS

PART 1 GENERAL

1.1 GENERAL

A. The Contract payment for the specified items of work as set forth in the Bid Form 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.

1. 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.

2. 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.

3. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Bid Form: 00 41 00.

B. Measurement and Payment: 01 29 00.

1.3 BID ITEMS

A. **Bid Item 1 - Mobilization, Demobilization, Clean-up, Bonds and Insurance**: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals making up the cost of mobilization, move-in, move-out, all necessary bonds, insurance, permits, licenses, and fees required during the performance of the work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction. Payment for mobilization shall be made with the first progress payment at which time the contractor has all necessary facilities to begin work at the project site and shall not exceed 80 percent of the bid item amount. Payment for demobilization shall be made with the last progress payment and shall not be less than 20 percent of the bid item amount.

B. **Bid Item 2 – Dewater and Coordinate Work for Channel Removal**: The price bid shall include the cost for furnishing all labor, materials, tools, equipment and incidentals for performing all the work involved in this item and as specified in the contract documents; work includes but is

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not limited to, Coordination with the Agency, basin shutdown sequencing, temporary dewatering, flow management, and maintaining safe working conditions during channel removal activities. This bid item will be paid for on a Lump Sum basis, prorated, based on percentage of contract work completed.

C. **Bid Item 3 –Construct Temporary Bulkhead System**: The price bid shall include the cost for furnishing all labor, materials, tools, equipment and incidentals for performing all the work involved in this item and as specified in the contract documents; work includes but is not limited to, Design, furnishing, installation, maintenance, and monitoring of temporary bulkheads and associated temporary isolation measures required to isolate the work area. This bid item will be paid for on a Lump Sum basis, prorated, based on percentage of contract work completed.

D. **Bid Item 4 – Remove Existing Channel and Prepare/Clean Mating Surfaces**: The price bid shall include the cost for furnishing all labor, materials, tools, equipment and incidentals for performing all the work involved in this item and as specified in the contract documents; work includes but is not limited to, Demolition and disposal of the existing fiberglass channel, sandblasting, cleaning existing concrete surfaces, removal of laitance and contaminants, and preparation of surfaces for new concrete construction. This bid item will be paid for on a Lump Sum basis, prorated, based on percentage of contract work completed.

E. **Bid Item 5 – Construct Reinforced Concrete Channel Floor**: The price bid shall include the cost for furnishing all labor, materials, tools, equipment and incidentals for performing all the work involved in this item and as specified in the contract documents; work includes but is not limited to, Furnishing and installing reinforcing steel, dowels, bonding agents, waterstops, formwork, concrete placement, finishing, curing, and all appurtenant work for construction of the reinforced concrete channel floor. This bid item will be paid for on a Unit Price basis, based on the actual quantity of contract work completed.

F. **Bid Item 6 – Construct Reinforced Concrete Channel Walls**: The price bid shall include the cost for furnishing all labor, materials, tools, equipment and incidentals for performing all the work involved in this item and as specified in the contract documents; work includes but is not limited to, Furnishing and installing reinforcing steel, dowels, bonding agents, waterstops, formwork, concrete placement, finishing, curing, and all appurtenant work for construction of the reinforced concrete channel walls. This bid item will be paid for on a Unit Price basis, based on the actual quantity of contract work completed.

G. **Bid Item 7 – Install Interior Construction Joint Sealant and Concrete Sealer**: The price bid shall include the cost for furnishing all labor, materials, tools, equipment and incidentals for performing all the work involved in this item and as specified in the contract documents; work includes but is not limited to, Surface preparation and installation of joint sealant at interior construction joints and concrete sealer on new concrete surfaces in accordance with the Drawings, Specifications, and manufacturer's written recommendations. This bid item will be paid for on a Lump Sum basis, prorated, based on percentage of contract work completed.

H. **Bid Item 8 – Dewater and Coordinate Work to Remove Bulkhead**: The price bid shall include the cost for furnishing all labor, materials, tools, equipment and incidentals for performing all the work involved in this item and as specified in the contract documents; work includes but is

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not limited to, Coordination with the Agency, temporary dewatering, controlled reintroduction of flow, removal of temporary bulkheads, and restoration of normal basin operations. This bid item will be paid for on a Lump Sum basis, prorated, based on percentage of contract work completed.

I. **Bid Item 9 – Final Cleanup and Testing**: The price bid shall include the cost for furnishing all labor, materials, tools, equipment and incidentals for performing all the work involved in this item and as specified in the contract documents; work includes but is not limited to, Final cleaning of the project site, testing and inspection of completed work, correction of deficiencies, and preparation for final acceptance. This bid item will be paid for on a Lump Sum basis, prorated, based on percentage of contract work completed.

1.4 QUANTITIES AND FINAL PAYMENT

A. 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.

PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 01 31 13 COORDINATION OF WORK

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes a general description of the coordination required on the project.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Special Conditions: 00 73 00.

B. Description of Work and Schedule Constraints: 01 11 00.

C. Temporary Facilities and Controls: 01 51 00.

1.3 RESPONSIBILITY OF THE 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.

1.4 WORK INVOVED 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.

1.5 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 01 11 00 for Description of Work and Schedule Constraints.

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1.6 COOPERATION WITH OTHERS

A. The 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. The 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.

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.

D. The light vehicle access routes shown on the Contract Plans are also access routes for pedestrian and equestrian traffic. Contractor shall yield to pedestrian and equestrian traffic at all times.

PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SCOPE

A. This Section outlines in general the items that the Contractor must prepare or assemble for submittal during the progress of the Work.

B. 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 RELATED WORK SPECIFIED ELSEWHERE

A. General Conditions: 00 72 00.

B. Construction Progress Schedule and Reports: 01 32 16.

C. Project Closeout: 01 77 00.

1.3 CONSTRUCTION SCHEDULE REQUIREMENTS:

A. 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.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. 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.

2. Establish procedures for monitoring and updating schedule and for reporting progress.

3. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule or as communicated to the Owner.

4. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

   a. Preparation and processing of submittals.

   b. Mobilization and demobilization.

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c. Purchase of materials.

d. Delivery.

e. Settled Water Channel shutdown

f. Utility interruptions

g. Construct Temporary Bulkhead

h. Remove Existing Channel

i. Construct Channel Floor

j. Construct Channel Walls

k. Installation of Joint Sealant and Concrete Sealer

l. Removal of Temporary Bulkhead

m. Testing and inspections.

5. The 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.

6. Critical Path Activities: Identify critical path activities, including those for interim completion dates.

1.4 REVISIONS TO THE CONSTRUCTION SCHEDULE:

A. Attention is directed to the provisions of Section 00 73 00 – Special Provisions and the Article covering Liquidated Damages.

B. The Contractor shall provide updated Construction Schedules on a weekly basis.

C. The Contractor shall submit a revised Construction Schedule within five (5) calendar days of the occurrence of any of the following:

1. 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.

2. Delays in submittals, deliveries, or work stoppage are encountered which make re-planning or rescheduling of the work necessary.

3. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.

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D. 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.

E. 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.

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

G. Refer to Section 01 32 16 – Project Schedules and Reports for additional requirements.

1.5 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.

1.6 TECHNICAL SUBMITTALS (SHOP DRAWINGS)

A. Submittals are required for each item listed in Master List of Submittals article below. The Contractor may submit additional materials and/or equipment at his option.

B. Requirements in this Section are in addition to any specific requirements for submittals specified in other divisions and sections of these Contract Documents.

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

D. Designation of work "by others," if shown on shop drawings, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who has prepared the shop drawings.

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E. Submittals will be acted upon by the Engineer and returned to the Contractor within fourteen (14) 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. The Contractor agrees that shop drawing submittals processed by the Engineer do not become Contract Documents and are not Change Orders. 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.

1.7 SUBMITTAL PROCEDURE

A. The Contractor shall submit submittals electronically in Adobe Acrobat PDF format to the Engineer. Alternatively, submittals can be sent to:

David M 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 an 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, 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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6. NOT REVIEWED (NR): Submitted material was not reviewed by the Engineer but is retained in the Engineer's files. The Engineer acknowledges that the Contractor has prepared and submitted the information.

1.8 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, materials, and equipment:

1. Complete manufacturer's specifications, including materials description and paint system.

2. Samples of finish colors for selection.

1.9 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.

1.10 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.

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1.11 MASTER LIST OF SUBMITTALS

A. The following submittals are required for the Work. Other submittals may be required as requested by the Owner or Owner's Representative.

B. Prior to or at the Pre-Construction meeting, the Contractor shall submit the following:

1. Designation of Superintendent and Foreman – brief resume, work phone number, cell phone number, and home phone number
2. Emergency contact list
3. List of Subcontractors and major suppliers
4. Schedule of values
5. Contractor Safety Plan, Injury Illness Prevention Plan (IIPP)[, and Confined Space Program].
6. Construction Schedule
7. Revised Plans and information as specified in Section 01 57 26 – Dust Control.
8. Safety Plan, including confined space, working at heights, and working near water basins.
9. List of Submittals that includes expected dates to be submitted to Owner
10. Shutdown Request.
11. Temporary Bulkhead System
12. Concrete Mix Design

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 any permits required.
3. Steel Reinforcement
4. Epoxy Bonding Agent
5. Waterstop
6. Joint Sealant
7. Concrete Sealant

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PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 01 35 24 CONFINED SPACE ENTRY

PART 1 GENERAL

1.1 DESCRIPTION

A. This section describes the Contractor's responsibilities for entry into confined spaces and permit-required confined spaces. The Contractor's confined space entry program shall be included in the Contractor's IIPP.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. General Conditions: 00 72 00.

B. Special Conditions: 00 73 00.

C. Submittal Procedures: 01 33 00.

1.3 DEFINITIONS

A. OSHA defines "confined spaces" as an area that is large enough and so configured that an employee can bodily enter and perform assigned work; has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, trenches greater than 4 feet in depth, and pits); and is not designed for continuous employee occupancy.

B. OSHA defines "permit-required confined space" as a confined space with one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere:

   a. Lack of oxygen (less than 19.5%)

   b. Explosive

   c. Toxic

2. Contains a material that has the potential for engulfing an entrant

3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; or

4. Contains any recognized serious safety or health hazard (for example unguarded machinery, exposed live wires, or heat stress)

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1.4 SUBMITTALS

A. Submittals noted in The Requirement below shall be submitted in accordance with Section 01 33 00 – Submittal Procedures.

1.5 SUBMITTALS

A. Confined Space Entry Program

1. The Contractor shall be responsible for implementing, administering, and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157, 5158, Title 8, CCR (California Code of Regulations) and OSHA 1910.146.

2. Prior to starting the Work, the Contractor shall prepare and submit its comprehensive CSEP to the Engineer for the project files. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces, including, but not limited to, the following:

   a. Training of personnel with proof of confined space entry training and proof of rescue training if personnel will be assigned for rescue services

   b. Purging and cleaning the space of materials and residue

   c. Lock Out/Tag Out (LOTO) for the isolation and control of energy and material inflow

   d. Controlled access to the space

   e. Atmospheric testing of the space

   f. Ventilation of the space

   g. Special hazards consideration

   h. Personal protective equipment

   i. Rescue plan provisions.

   j. Map of identified confined spaces on the project site.

3. Contractor and any personnel that will enter the confined space will verify that all LOTO is executed prior to entering the confined space.

4. Job Safety Analysis (JSA)

   a. A JSA must be submitted for all confined space entry including confined spaces that are not permit-required.

   b. Prior to entry to a permit-required confined space the Contractor shall submit the JSA and associated permit to the Engineer and Inspector for review.

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5. The Contractor's submittal shall include the names of its personnel, including Subcontractor personnel, assigned to the project, who will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

6. The Contractor shall notify the Engineer, Cal Water Safety Manager and Inspector at least two (2) working days prior to the first entry into a confined space and/or permit-required confined space.

7. The Contractor shall identify confined spaces on the project, mark them with warning signs per OSHA requirements, and notify the Engineer and Inspector that these structures exist.

B. Permit-Required Confined Spaces in Existing Structures

1. Entry into permit-required confined spaces, as defined in Section 5157, Title 8, CCR, may be required as a part of the Work. All manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit space program prior to performing any Work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and Owner personnel at the Worksite.

2. The Contractor shall coordinate entry operations with the Engineer and Inspector when the Owner's personnel and/or the Engineer's personnel and the Contractor's personnel will be working in or near permit-required confined spaces.

3. When the Owner, Engineer, and/or Inspector needs access to the permit-required confined space, the Contractor shall provide the following: standby personnel, observers, an authorized competent person to stand by while entrants are inside the space, equipment needed for safe entry into and rescue including, retrieval system equipment, and temporary ventilation equipment or self-contained breathing apparatus. The authorized competent person or standby personnel shall be rescue trained.

4. At the conclusion of entry operations, the Contractor shall send notification to the Engineer and Inspector that permit required confined space scope is completed.

C. Permit-Required Confined Space in Structures Under Construction

1. The Contractor shall provide the following assistance to the personnel of the Owner, Engineer, and/or Inspector when said personnel must enter confined spaces in structures under construction or structures which have not been accepted.

   a. Training program for the Owner and/or Engineer personnel relevant to the specific structures being entered.

   b. Testing equipment and personnel to operate said equipment for testing the atmosphere in the confined spaces for oxygen deficiency, explosive gases, and toxic gases.

   c. Authorized competent person to stand by each confined space while entrants are inside the space.

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d. Safety equipment (breathing apparatus, harnesses, and rescue equipment) in good working order.

e. Communication equipment.

f. Access equipment (hoists and ladders).

g. Signs.

h. Alarm system.

i. Ventilation system.

D. Payment

1. Payment for implementing, administering, and providing all equipment and personnel to perform the CSEP shall be included in the bid items for which the CSEP is required.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 01 42 13 DEFINTIONS AND ABBREVIATIONS

PART 1 GENERAL

1.1 DEFINITIONS AND TERMS

A. Whenever in these Specifications, or in other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as follows:

1. Calendar Day: Every day shown on the calendar.

2. Contract Unit Price: The Contractor's original bid for a single unit of an item of work in the Proposal.

3. Equipment: (Construction) - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work. (Installed) - All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.

4. General Conditions: As specified in Section 00 72 00 – 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 00 through 43 of these Specifications.

14. Storm Sewer or Storm Drain: Any conduit and appurtenances intended for the reception and transfer of storm water.

15. Street: Any public road, highway, parkway, freeway, alley, walk or right-of-way.

16. Surety: Any individual, firm or corporation bound with and for the Contractor for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.

17. Utility: Tracks, overhead or underground wires, pipelines, conduits, ducts or structures, sewers 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

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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
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

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CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard (U.S. Department of Commerce)
CVC	Cross Valley Canal
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
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
I-B-R	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
ID4	Improvement District No. 4
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

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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
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)

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WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 01 45 00 QUALITY CONTROL AND TESTING

PART 1 GENERAL

1.1 DESCRIPTION

A. This section generally describes quality control requirements for the Work.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Materials and Substitutions: 01 25 00.

B. Submittal Procedures: 01 33 00.

1.3 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.

1.4 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.

1.5 MATERIALS AND EQUIPMENT

A. Materials and equipment shall be subject to the requirements of Section 01 25 00 – Materials and Substitutions.

1.6 PROJECT SITE TESTING

A. The Contractor shall give the 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.

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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.

1.7 TEST STANDARDS

A. All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.

B. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the ASTM, where applicable.

1.8 UNCOVERING WORK

A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by the Contractor without concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and recovered at the Contractor's expense.

B. If the Engineer considers it necessary or advisable that covered Work be re-observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the 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, the 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, the 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.

1.9 CORRECTION OR REMOVAL OF DEFECTIVE OR REJECTED WORK

A. Upon receipt of notice, the Contractor shall correct all defective or rejected Work and replace it with Work that is not defective, at no cost to the Owner.

1.10 ACCEPTANCE OF DEFECTIVE WORK

A. If, instead of requiring correction or removal and replacement of defective Work, the Owner prefers to accept it, the 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 the Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

2. The Engineer shall determine the reasonableness of the diminished value of Work so accepted and the Contractor shall pay all costs involved in making such determination.

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PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 01 51 00 TEMPORARY FACILITIES AND CONTROLS

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 RELATED WORK SPECIFIED ELSEWHERE

A. Special Provisions: 00 73 00.

B. Submittal Procedures: 01 33 00.

C. Temporary Construction Water: 01 51 36.

1.3 TEMPORARY UTILITIES

A. Water

1. The Contractor may make arrangements with the Owner for construction water from a location within the site. Refer to Section 01 51 36 of the Specifications.

2. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

3. If applicable, provide potable water service to all field offices for the duration of construction.

4. The Contractor shall provide a water cooler and all drinking water required by construction personnel.

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. Provide and maintain sanitary facilities and containment of those facilities for the duration of construction.

   a. Provide not less than one (1) facility for every 20 employees on the work site.

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b. Sanitary facilities shall not located within 50 feet from any water supply well. Greater clearance is preferred.

c. Arrange and pay for service to clean and maintain the sanitary facilities and enclosures at least weekly.

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.

C. Electrical Power

1. Provide for the purchase of power or provide portable power for the construction of the project where existing outlets are not available. Provide for the extension of utility lines to the point of usage. The cost of power shall be included in the appropriate bid items to which it is appurtenant and shall include full compensation for furnishing all labor, materials, tools, and equipment required to obtain and distribute power for construction purposes. All construction power facilities and extensions shall be compliant with all governing electrical codes.

1.4 TEMPORARY CONSTRUCTION FACILITIES

A. Construction hoists, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

B. Temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. The Contractor shall submit design calculations prepared by a professional registered engineer for staging and shoring prior to application of loads.

C. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations from one hour before sunset each day to one hour after sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded in such a manner as to prevent person from falling, walking, or otherwise entering any excavation in any street, roadway, parking lot, treatment plant, or any other area, public or private.

D. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.

E. At such time or times any temporary construction facilities and utilities are no longer required for the work, the Contractor shall notify the Engineer of his intent and schedule for removal of the temporary facilities and utilities, and obtain the Engineer's approval before removing the same. As approved, the Contractor shall remove the temporary facilities and utilities from the

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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.

1.5 ACCESS ROADS AND STAGING AREA

A. The Contractor shall coordinate with the Owner for access to the project site. Storage and laydown areas will be provided to the Contractor as shown in the Contract Drawings. Before beginning site work, submit a plan showing Contractor's intended use of the site assigned to it. On-site parking for Contractor's personnel shall be located within the storage and laydown area shown on the Contract Drawings.

B. Contractor's use of access roads shall not block access to Agency, other property owners, and other property owner's lessees from access to and operation of their facility.

C. Adequate access shall be maintained to all storage areas and other areas to which frequent access is required. The Contractor shall use the designated storage areas within the project boundaries to store equipment and materials. Should the Contractor choose to store equipment and material outside the project area the contractor shall bear all associated costs. The Contractor shall provide any temporary storage required for the protection of equipment and materials as recommended by manufacturers of such materials.

D. Storage and Protection:

1. Materials and equipment shall be stored in accordance with supplier's written instructions, with seals and labels intact and legible. Exposed metal surfaces of valves, fittings and similar materials shall be coated with accordance with manufacturer's recommendations to prevent corrosion.

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

PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 01 51 36 TEMPORARY CONSTRUCTION WATER

PART 1 GENERAL

1.1 DESCRIPTION

A. The work of this section consists of furnishing all equipment, hauling, and applying water required for compaction of embankments, backfill, subgrade, base course, and for landscaping, and other construction operations.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Dust Control: 01 57 26.

B. Earthwork: 31 20 00.

1.3 REFERENCES

A. Standard Specifications and Standard Plans – California Department of Transportation (Caltrans), Section 10-6, latest edition

PART 2 MATERIALS

2.1 WATER

A. Construction water shall be free of debris, organic matter, and other objectionable substances.

PART 3 EXECUTION

3.1 WATER TRUCK

A. At least 1,000-gallon capacity.

B. Keep at least one water truck on site at all times, unless Owner or Owner's representative approves removal of the truck from the site before final completion.

3.2 APPLICATION

A. Ensure a uniform application of water for optimum moisture content. Avoid excessive runoff and minimize water waste.

B. The Contractor may water excavation areas before excavating, and drill full depth of excavation to make moisture determinations.

C. If overwatering occurs, the Contractor shall de-water at no additional expense to the Agency.

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3.3 SPECIAL CONTROLS

A. Dust Control shall be as specified in Section 01 51 26 – Dust Control.

B. Water

1. The Contractor shall be responsible for bringing water to the work areas. The Contractor shall build and maintain access and haul roads, and furnish, operate, and maintain all pumps, fuel containment, meters, piping, tanks, storage, and other facilities needed to load, transport, store, distribute, and use the water as specified. The Contractor shall pay for and shall construct all facilities necessary to furnish water for his use during construction. The Contractor may make arrangements with the Owner to use non-potable water within a 500-foot radius from the work area within the project site. Owner's water operations may dictate the use of one water source over the other and shall be at the Owner's discretion. Contractor may choose to use an alternate source of water for construction at the Contractor's expense.

2. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

3. The Contractor will not be charged for the construction water from the Agency's facilities noted above. Contractor may choose to use an alternate source of water for construction at the Contractor's expense.

4. Full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in accessing and applying water as required by the Contract Documents and Specifications, State Standard Specifications, shall be considered as included in the contract unit prices paid for other items of work and no additional allowance will be made, therefore.

END OF SECTION

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SECTION 01 57 26 DUST CONTROL

PART 1 GENERAL

1.1 DESCRIPTION

A. The work of this section consists of preparing and implementing measures to prevent air pollution during construction activities, in accordance with Federal, State, and local regulations, and in accordance with the Dust Control Plan (DCP).

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Submittal Procedures: 01 33 00.

B. Temporary Facilities & Controls: 01 51 00.

C. Temporary Construction Water: 01 51 36.

1.3 REFERENCES

A. San Joaquin Air Pollution Control District (SJVAPCD) Regulation VIII.

B. Dust Control Plan Fee, Pursuant to the adoption of Rule 3135, Adopted October 20, 2005 and subsequent revisions, compliance assistance bulletins and editions regarding Rule 3135 and PM 10 regulations.

1.4 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 Submittal Procedures.

B. Submit DCP, prior to beginning work and within fifteen (15) calendar days of issuance of the Notice to Proceed, if required, or provide a written statement from SJVAPCD that a DCP is not required.

1. If required by SJVAPCD, DCP shall show proposed arrangements and methods for dust control. Show that the plans satisfy all SJVAPCD, State, and Federal Requirements.

2. Provide proof that the DCP has been submitted to the SJVAPCD for review and approval.

3. Contractor shall be responsible for all permit fees associated with Dust Control Permit.

1.5 QUALITY ASSURANCE

A. Control the rate and effect of watering in such a manner as to avoid all objectionable settlement and subsidence as approved by the Engineer and to assure the integrity of the finished work.

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B. Before commencing grading, excavation or filling in any part of the site, the Contractor shall construct the required measures specified in the DCP.

C. Arrange demolition activities to minimize dust to the maximum practical extent. Clearing, excavation, and grading shall be limited to those areas of the Project site necessary for construction. Minimize the area exposed and unprotected.

D. Clearly mark and delineate the work limits activities. Equipment shall not be allowed to operate outside the limits of work or to disturb existing vegetation.

1.6 REGULATORY REQUIREMENTS

A. The Contractor shall comply with all provisions of the SJVAPCD regulations, as well as Federal and State regulations.

B. The requirements of the Dust Control Plan shall apply continuously through the duration of the Contract.

PART 2 PRODUCTS

2.1 EQUIPMENT

A. Before the work begins, sufficient equipment and resources shall be available on the site to assure that the operation and adequacy of the dust control measures can be continuously maintained.

2.2 DUST CONTROL MEASURES

A. Water shall be available to the contractor for dust control as specified in the Supplementary Conditions.

B. Dust Suppressants shall be polymer emulsions or hygroscopic suppressants. Petroleum emulsions and bituminous materials will not be allowed.

1. If dust suppressants other than water are utilized, Contractor shall submit Safety Data Sheet (SDS), Manufacturer's Usage Instructions, and certification by the manufacturer that the product is safe for ground application.

2. If dust suppressants other than water are utilized, Contractor shall notify Agency within fifteen (15) calendar days prior to use for notification to the SJVAPCD.

C. Gravel used for Gravel Pads shall be washed gravel, a minimum of one inch in diameter, and shall be placed a minimum of six inches deep.

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PART 3 EXECUTION

3.1 GENERAL DESCRIPTION

A. The Contractor shall provide effective measures to prevent operations from producing dust in amounts damaging to personnel, property, plants, or animals, and to prevent causing a nuisance to persons living or occupying buildings in the vicinity.

B. Water Quality – Contractor shall be aware that his work is in close proximity to the Cross Valley Canal adjacent to the Project work. Contractor shall perform his operations in such a manner that dust and any other hazardous material resulting from his work does not contaminate the water.

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

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

E. The Contractor shall maintain and enforce a maximum speed limit of fifteen miles per hour (15 mph) at all times.

F. Dust control measures shall include, but may not be limited to: Water application, dust suppressant application, physical barriers limiting site access, reduction of vehicle speed on site, utilization of gravel pads, utilization of grizzlies, and wheel washers. If physical barriers are utilized, the Engineer shall approve the location, size, and type. Physical barriers shall be removed upon project completion.

G. Furnish, install, maintain, and operate necessary control measures and other equipment necessary to prevent dust. Temporary measures shall be to Contractor's own design and Contractor shall be solely responsible for risks related to the management of dust control during construction.

3.2 METHODS

A. As described in the DCP and approved by the Engineer.

3.3 MAINTENANCE OF TEMPORARY FACILITIES

A. Inspect dust control facilities daily and as specified in the DCP.

B. Sediment shall be removed from grizzlies, gravel pads, and/or paved surfaces as required by the DCP, or as directed by the Engineer.

C. If areas are seeded, Contractor shall examine those areas during or after major storms to check that grass is becoming established.

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3.4 DISPOSAL OF SOIL FROM PAVED SURFACES AND DUST CONTROL DEVICES

A. Soil excavated from temporary dust control structures shall be disposed on the site with general fill or with topsoil. Soil shall be allowed to dry out as required before reuse. Any trash shall be removed before reuse.

B. Contractor shall place the sediment removed from traps and other structures where it will not enter immediately reenter the device or paved area.

3.5 REMOVAL OF TEMPORARY DUSTT CONTROL MEASURES

A. Temporary control measures shall be removed once grading is completed and soils have stabilized.

3.6 RECORD KEEPING

A. Contractor shall keep accurate records as required by the SJVAPCD of dust control methods utilized during the course of construction. The Contractor shall utilize the forms provided by the SJVAPCD, included in the Appendix.

B. Contractor shall keep a copy of the approved DCP, any approved revisions, and all dust control records at the site.

C. Contractor shall furnish upon request by the Agency, Engineer, or SJVAPCD Inspector the approved DCP, approved revisions, and dust control records.

D. Contractor shall maintain dust control records for one year after project completion.

3.7 DUST CONTROL

A. The Contractor shall take whatever steps, procedures, or means as are required to limit dust generated by his operations during the Work, including Saturdays, Sundays, and Holidays. Dust shall be controlled to the standards of the local governing agency or, in the absence of local standards, to the satisfaction of the Engineer. Dust control shall extend to any unpaved road which the Contractor or any of his subcontractors are using, to excavation or fill areas, to demolition operations, and to other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to the local governing agency or, in the absence of same, the Engineer.

B. If the dust control is not adequate in the opinion of the Engineer, this work may be done by others, and the cost shall be deducted from the total payment due the Contractor.

END OF SECTION

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SECTION 01 57 90

TEMPORARY BULKHEAD SYSTEM

PART 1 — GENERAL

1.1 SUMMARY

A. Section includes

1. Requirements for the design, furnishing, installation, operation, maintenance, monitoring, and removal of a temporary bulkhead system required to isolate portions of the existing Train A Settled Water Channel during construction of the new reinforced concrete channel.
2. Complete temporary isolation of the work area while maintaining continued operation of adjacent treatment facilities.
3. Design and installation of temporary bulkheads, bracing systems, anchorage systems, sealing systems, supports, and associated temporary works.
4. Furnishing all labor, materials, tools, equipment, temporary piping, pumps, dewatering equipment, monitoring equipment, supports, seals, and incidentals required for a complete and functional temporary isolation system.
5. Dewatering and seepage control within isolated work areas.
6. Continuous inspection, operation, maintenance, monitoring, and repair of temporary bulkhead systems throughout construction.
7. Protection of existing facilities, structures, coatings, piping, equipment, and adjacent operating treatment processes.
8. Removal of temporary bulkheads and restoration of affected facilities upon completion of the Work.

B. Related Requirements

1. Section 02 41 00 – Demolition

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Payment for temporary bulkhead system work shall be made under **Bid Item No. 3, "Construct Temporary Bulkhead System."**
2. Payment for dewatering and coordination associated with removal of temporary bulkheads shall be made under **Bid Item No. 8, "Dewater and Coordinate Work to Remove Bulkhead."**
3. The Contract lump sum prices shall constitute full compensation for design, engineering, labor, materials, equipment, temporary works, installation, operation, monitoring, maintenance, dewatering, removal, restoration, and all incidentals necessary to complete the Work specified herein.
4. No separate payment will be made for shop drawings, engineering calculations, sealing materials, bracing systems, anchorage systems, monitoring activities, repairs, emergency response measures, temporary supports, leakage control measures, or restoration activities.

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5. Payment shall be made in proportion to payment made on the total of other items of work and shall be subject to retention requirements specified in the Contract Documents.

1.3 REFERENCES

A. Reference Standards

1. OSHA regulations.
2. Applicable federal, state, and local regulations governing temporary structures and worker safety.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Coordinate all shutdowns and operational impacts with the Owner a minimum of 72 hours prior to commencement of work requiring channel isolation.
2. Coordinate construction sequencing to maintain uninterrupted operation of adjacent treatment facilities.
3. Do not begin work affecting facility operations until authorized by the Owner.

B. Sequencing

1. Install temporary bulkheads prior to commencement of demolition, excavation, dewatering, or concrete construction activities requiring isolation.
2. Maintain isolation continuously until completion of work within the isolated area.
3. Remove temporary bulkheads only after authorization by the Owner.

C. Scheduling

1. Schedule isolation activities to minimize impacts to facility operations.
2. Incorporate Owner operational constraints into the construction schedule.

1.5 QUALITY ASSURANCE

A. Qualifications

1. Licensed Professionals
   a. Temporary bulkhead systems shall be designed under the supervision of a Professional Engineer registered in the State of California when required by governing regulations or when requested by the Engineer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements

1. Deliver materials in sound condition and free from damage.
2. Reject damaged materials.

B. Storage and Handling Requirements

1. Store materials to prevent deterioration, corrosion, distortion, or damage.
2. Protect seals, gaskets, and waterstops from sunlight and physical damage.

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1.7 FIELD [OR] SITE CONDITIONS

A. Existing Conditions

1. Contractor shall verify all existing dimensions, channel geometry, water levels, access constraints, and operating conditions prior to fabrication and installation.

2. Existing conditions shown on the Drawings are approximate and shall be field verified.

PART 2 — PRODUCTS

2.1 TEMPORARY BULKHEAD SYSTEM

A. Manufacturers

1. Product Options

a. Temporary bulkhead systems may consist of structural steel bulkheads, aluminum stop-log systems, reinforced marine-grade plywood systems, inflatable isolation devices, proprietary hydraulic isolation systems, or combinations thereof.

b. Alternative systems may be used provided they satisfy all performance requirements specified herein.

B. Description

1. Provide a complete temporary bulkhead system capable of isolating the work area from active water conveyance facilities.

2. System shall safely withstand all anticipated loading conditions.

C. Performance/Design Criteria

1. Bulkhead systems shall safely resist:

a. Hydrostatic loads.

b. Construction loads.

c. Equipment loads.

d. Impact loads.

e. Dynamic operational loads.

f. Differential water levels.

g. Anticipated environmental conditions.

2. Bulkheads shall be watertight to the maximum practical extent.

3. Leakage shall be minimized to permit safe and effective construction operations.

D. Materials

1. Bulkhead Materials

a. Structural steel.

b. Aluminum stop logs.

c. Marine-grade plywood.

d. Reinforced framing systems.

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e. Inflatable isolation devices.

f. Other engineered systems suitable for temporary hydraulic isolation.

2. Sealing Materials

a. Neoprene gaskets.

b. Rubber seals.

c. Waterstops.

d. Non-shrink watertight sealing materials.

3. Anchorage and Bracing Components

a. Structural steel.

b. Stainless steel.

c. Galvanized steel.

d. Corrosion-resistant hardware.

e. Components shall be protected against corrosion for the duration of the Work.

2.2 ACCESSORIES

A. Temporary pumps.

B. Dewatering equipment.

C. Monitoring equipment.

D. Supplemental sealing materials.

E. Emergency repair materials.

2.3 SOURCE QUALITY CONTROL

A. Tests and Inspections

1. Inspect materials for compliance with specified requirements before installation.

B. Nonconforming Work

1. Materials exhibiting defects, damage, excessive corrosion, deterioration, or noncompliance shall be removed and replaced.

PART 3 — EXECUTION

3.1 EXAMINATION

A. Verification of Conditions

1. Verify field dimensions and conditions before fabrication and installation.

2. Verify structural conditions at anchorage locations.

3. Verify access requirements and operational constraints.

B. Evaluation and Assessment

1. Evaluate anticipated hydraulic conditions and loading requirements.

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2. Evaluate impacts to existing facilities and operations.

3.2 PREPARATION

A. Protection of In-Place Conditions

1. Protect existing structures, coatings, piping, equipment, and facilities from damage.

2. Protect adjacent treatment operations from interruption.

B. Surface Preparation

1. Clean bearing surfaces and contact areas prior to installation.

C. Demolition/Removal

3.3 INSTALLATION

A. Special Techniques

1. Provide all supports, bracing, anchorage systems, and supplemental sealing measures necessary for stability and watertightness.

2. Dewater isolated areas as required to maintain suitable working conditions.

B. Interface with Other Work

1. Coordinate bulkhead installation with demolition, excavation, dewatering, concrete construction, and restoration activities.

C. Tolerances

1. Install bulkheads plumb, secure, and in full contact with sealing surfaces.

2. Maintain leakage within limits necessary to permit safe construction activities.

3.4 FIELD QUALITY CONTROL

A. Field Tests and Inspections

1. Continuously inspect and monitor temporary bulkhead systems throughout construction.

2. Inspect for:

a. Leakage.

b. Settlement.

c. Movement.

d. Structural distress.

e. Seal deterioration.

f. Anchorage deficiencies.

B. Nonconforming Work

1. Immediately correct leakage, instability, deterioration, settlement, or damage.

2. Repairs shall be performed at no additional cost to the Owner.

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3.5 CLEANING

A. Waste Management

1. Remove debris generated during installation and removal activities.
2. Dispose of waste materials in accordance with applicable regulations.

3.6 CLOSEOUT ACTIVITIES

A. Removal

1. Do not remove temporary bulkheads until concrete work is complete and authorization has been received from the Owner.
2. Coordinate removal activities with facility operations.
3. Remove all temporary materials, anchors, supports, appurtenances, debris, and associated equipment.
4. Restore affected facilities, structures, coatings, and surfaces to conditions equal to or better than those existing prior to construction.

3.7 PROTECTION

A. Maintain emergency response equipment and repair materials onsite throughout the duration of isolation activities.

B. Protect the temporary bulkhead system from damage caused by construction activities.

3.8 MAINTENANCE

A. Continuously maintain the temporary bulkhead system throughout the duration of the Work.

B. Monitor system performance and make immediate repairs as necessary.

C. Maintain adequate personnel, materials, and equipment for emergency response and repair.

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END OF SECTION

SECTION 01 77 00 CONTRACT CLOSEOUT

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.

B. This Section specifies administrative and procedural requirements for a Project Closeout, including but not limited to:

1. Final cleaning.

2. Project record drawings and other document submittals.

3. Submittal of warranties.

C. Closeout requirements for specific construction activities are included in the appropriate Technical Sections in Divisions 2 through 43.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Submittal Procedures: 01 33 00.

B. Construction Progress Schedule: 01 32 16.

C. Contractor Quality Control: 01 45 00.

D. Temporary Facilities and Controls: 01 51 00.

1.3 CLEANING DURING CONSTRUCTION

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.

1.4 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 the 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.

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1.5 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.

1.6 PROJECT RECORD DOCUMENTS

A. The Contractor shall maintain at the site, available to the Owner and Engineer, one copy of the Contract Documents, Drawings, Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. These Documents shall be delivered to the Engineer upon completion of the Work.

B. Record drawings will be reviewed regularly as a condition of progress payments.

C. Record documents shall be reviewed during progress meetings to ascertain that all changes have been recorded.

D. The Agency requests that record drawings be copied or scanned on a regular basis during the project to ensure that as-built information is not lost

E. Store Record Documents separately from documents used for construction.

1.7 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. Exposed structure surfaces

3. Exposed equipment surfaces

4. Exposed piping surfaces

1.8 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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E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

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SECTION 02 41 00

DEMOLITION

PART 1 — GENERAL

1.1 SUMMARY

A. Section includes

1. Coordination with the Agency regarding shutdowns, sequencing, and operational constraints.

2. Removal and disposal of the existing fiberglass channel and associated appurtenances indicated on the Drawings.

3. Removal of existing anchors, fasteners, adhesives, sealants, grout, coatings, and miscellaneous materials associated with the existing channel installation.

4. Protection of existing structures, piping, equipment, coatings, and facilities designated to remain.

5. Preparation and cleaning of existing concrete surfaces to receive new dowels, bonding agents, waterstops, sealants, and cast-in-place concrete.

6. Removal, handling, transportation, and legal disposal of demolition debris.

7. Final cleanup of affected work areas.

B. Related Requirements

1. Section 01 50 00 – Temporary Facilities and Controls

2. Section 02 01 00 – Protection of Existing Conditions.

3. Section 03 01 00 – Maintenance of Concrete.

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. The lump sum price paid for **"Remove Existing Channel and Prepare/Clean Mating Surfaces" – Bid Item No. 4,** shall constitute full compensation for furnishing all labor, materials, tools, equipment, demolition operations, surface preparation, handling, removal, transportation, disposal, and incidental work necessary to complete the Work as described in this Section and as shown on the Drawings.

2. No additional compensation will be made for protection of existing facilities, dewatering, temporary isolation, sequencing, cleanup, disposal fees, or any other related Work required to complete the demolition and surface preparation operations.

3. Payment for this item shall be made in proportion to the total progress of the Work in accordance with the Contract Schedule of Values.

4. All payments shall be subject to applicable retention provisions set forth in the Contract Documents.

1.3 REFERENCES

A. Reference Standards

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1. OSHA 29 CFR Part 1926 — Construction Safety Standards

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Contractor shall coordinate all demolition activities with the Agency to ensure uninterrupted operation of adjacent facilities.
2. Coordination shall include shutdowns, sequencing, access control, and operational constraints.

B. Sequencing

1. Demolition Work shall be sequenced to maintain continuous operation of adjacent treatment facilities unless otherwise directed.
2. No demolition Work shall proceed until isolation systems have been installed and approved.

C. Scheduling

1. Contractor shall coordinate scheduling of all shutdown activities with the Agency a minimum of 72 hours in advance.

1.5 QUALITY ASSURANCE

A. Qualifications

1. Demolition Work shall be performed by contractors experienced in controlled removal of industrial and hydraulic structures.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements

1. Equipment shall be delivered in safe operating condition suitable for demolition Work.

B. Storage and Handling Requirements

1. Equipment and materials shall be stored to prevent damage and environmental contamination.

C. Packaging Waste Management

1. Waste materials shall be handled in accordance with regulatory requirements.

1.7 FIELD CONDITIONS

A. Ambient Conditions

1. Contractor shall account for environmental conditions affecting demolition operations.

B. Existing Conditions

1. Existing conditions are based on available record drawings and field observations and shall be verified prior to commencement of Work.
2. Contractor shall immediately notify Engineer of any concealed or differing conditions encountered.

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1.8 WARRANTY

A. Extended Correction Period

1. Contractor shall repair any damage resulting from demolition operations at no additional cost to the Agency.

PART 2 — NOT USED

PART 3 — EXECUTION

3.1 EXAMINATION

A. Verification of Conditions

1. Contractor shall verify existing field conditions prior to demolition.

B. Evaluation and Assessment

1. Contractor shall evaluate site conditions for safe execution of demolition Work.

3.2 PREPARATION

A. Protection of In-Place Conditions

1. Contractor shall protect all existing structures, coatings, piping, utilities, and adjacent facilities from damage.

B. Surface Preparation

1. Surfaces shall be protected prior to commencement of demolition activities.

C. Demolition/Removal

1. Isolation systems shall be installed prior to demolition activities.

3.3 DEMOLITION

A. General

1. Remove the existing fiberglass channel completely to the limits shown on the Drawings.

2. Demolition methods shall be suitable for removal of fiberglass materials without damaging existing concrete surfaces intended to remain.

B. Associated materials

1. Remove existing anchors, fasteners, adhesives, sealants, grout, coatings, and miscellaneous embedded materials associated with the existing fiberglass channel unless otherwise indicated.

3.4 SURFACE PREPARATION

A. Following demolition, thoroughly clean and prepare existing concrete surfaces receiving new construction.

B. Remove laitance, deteriorated concrete, coatings, oils, sealants, adhesives, loose material, and other contaminants that may impair bond.

C. Prepare surfaces by sandblasting or other approved mechanical means.

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D. Provide a clean, sound, and properly textured substrate suitable for installation of dowels, bonding agents, waterstops, sealants, and reinforced concrete.

E. Notify the Engineer upon completion of surface preparation and prior to placement of new materials. Inspect systems continuously during operation.

F. Monitor leakage, movement, and structural integrity.

3.5 REPAIR

A. Any damage to existing facilities caused by demolition operations shall be repaired or replaced at Contractor expense to match existing conditions or better.

3.6 FIELD QUALITY CONTROL

A. Field Tests and Inspections

1. Engineer may inspect completed surface preparation prior to new construction.

B. Nonconforming Work

1. Nonconforming Work shall be corrected immediately at Contractor expense.

3.7 CLEANING

A. Waste Management

1. All demolished fiberglass materials shall be removed from the site and legally disposed of at approved facilities.

2. Burning or on-site burial of materials shall not be permitted.

3. The Contractor shall maintain a clean and orderly site throughout demolition operations.

3.8 PROTECTION

A. Work areas shall be continuously maintained in a safe and protected condition throughout demolition activities.

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END OF SECTION

SECTION 03 11 00

CONCRETE FORMWORK

PART 1 — GENERAL

1.1 SUMMARY

A. Section Includes

1. This Section includes furnishing all labor, materials, equipment, tools, and incidentals necessary to design, construct, brace, support, maintain, and remove formwork required for cast-in-place concrete construction.

2. Work includes, but is not limited to:

a. Formwork for concrete foundations, walls, slabs, beams, channels, structures, and appurtenances

b. Formwork required to achieve lines, grades, elevations, dimensions, and surface finishes shown on the Drawings

c. Form ties, anchors, bracing, shoring, walers, and all supporting members

d. Chamfer strips, bulkheads, closure pieces, and edge treatments

e. Form release agents, coatings, and surface preparation materials

f. Cleaning, stripping, repair, and patching of formed concrete surfaces

g. Coordination of formwork with reinforcement, embedded items, piping, sleeves, and miscellaneous metals

B. Related Requirements

1. Section 03 15 13 – Waterstops

2. Section 03 15 20 – Concrete Anchors and Dowels

3. Section 03 20 00 – Concrete Reinforcing

4. Section 03 30 00 – Cast-in-Place Concrete.

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. No separate payment will be made for formwork unless specifically identified in the Bid Schedule.

2. All costs associated with formwork shall be included in the applicable concrete pay items and shall be considered full compensation for:

a. Design and engineering of formwork systems

b. Furnishing of materials and accessories

c. Fabrication, erection, and bracing

d. Application of release agents and coatings

e. Maintenance, adjustment, and monitoring

f. Removal and disposal

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g. Repair of concrete surfaces resulting from formwork operations

3. No additional compensation will be allowed for additional formwork required to achieve alignment, surface quality, or construction sequencing.

1.3 REFERENCES

A. Abbreviations and Acronymns

1. ACI – American Concrete Institute
2. ASTM – ASTM International
3. CRSI – Concrete Reinforcing Steel Institute

B. Reference Standards

1. ACI 301 – Specifications for Structural Concrete
2. ACI 318 – Building Code Requirements for Structural Concrete
3. ASTM C31 – Making and Curing Concrete Test Specimens
4. ASTM C94 – Ready-Mixed Concrete
5. ASTM C143 – Slump of Hydraulic Cement Concrete

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. The Contractor shall coordinate formwork installation with all reinforcing steel, embedded items, mechanical sleeves, electrical conduits, anchor bolts, and other work required to be cast into concrete.
2. Formwork shall be constructed to permit proper installation of all embedded items in accordance with the Drawings.

B. Sequencing

1. Formwork construction shall be sequenced to permit continuous concrete placement operations without interruption.
2. Construction joints shall occur only at locations shown on the Drawings or approved by the Engineer.

C. Scheduling

1. Formwork removal, reshoring, and backshoring shall be scheduled to prevent overstressing of concrete at any stage of construction.

1.5 QUALITY ASSURANCE

A. Qualifications

1. Formwork systems shall be designed and installed under the supervision of personnel experienced in structural concrete formwork for similar type and scale of construction.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Storage and Handling Requirements

1. Store all form materials in a manner that prevents:

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a. Warping or distortion

b. Moisture damage

c. Surface contamination

d. Mechanical damage

2. Plywood and reusable panels shall be stacked flat and protected from weather exposure.

1.7 FIELD CONDITIONS

A. Existing Conditions

1. Verify all field dimensions, elevations, and alignment prior to fabrication and erection of formwork.

2. The Contractor shall immediately notify the Engineer of any discrepancies between field conditions and Contract Drawings.

PART 2 — PRODUCTS

2.1 MATERIALS

A. Form materials shall be new or reusable materials in good condition, capable of producing the required concrete finish without deformation, leakage, or surface defects.

B. Forms shall be constructed of materials including wood, plywood, steel, aluminum, plastic, or engineered forming systems approved by the Engineer.

C. All formwork shall be sufficiently rigid and tight to prevent:

1. Loss of cement paste

2. Leakage of mortar

3. Displacement during vibration

4. Bulging or misalignment

D. Form panels shall be of uniform thickness and quality. Plywood shall be structural grade and suitable for multiple reuses where approved..

2.2 ACCESSORIES

A. Provide complete accessory systems including:

1. Form ties with integral waterstops

2. Bracing and shoring systems

3. Spacers and alignment devices

4. Chamfer strips (3/4 inch unless noted otherwise)

5. Wedges, bolts, and clamps

B. Wire ties are strictly prohibited.

C. No form tie or accessory shall remain in place in a manner that creates a continuous path through concrete sections.

D. Form Release Agents

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1. Provide nonstaining, nonreactive release agents compatible with concrete, reinforcement, and embedded materials.

2. Excess material shall be removed prior to concrete placement. Contamination of reinforcing steel shall not be permitted.

2.3 SOURCE QUALITY CONTROL

A. Materials and systems shall be inspected prior to use. Damaged or deteriorated components shall not be used.

B. Reusable forms shall be subject to Engineer approval prior to each reuse cycle.

PART 3 — EXECUTION

1.1 EXAMINATION

A. Verification of Conditions

1. Verify form limits and existing conditions prior to commencement of Work.

2. Confirm temporary isolation measures are installed and operational before beginning fomwork activities.

1.2 PREPARATION

A. Protection of In-Place Conditions

1. Protect all reinforcement, embedded items, adjacent concrete, coatings, and utilities from contamination or mechanical damage.

B. Surface Preparation

1. All forms shall be thoroughly cleaned prior to each use.

2. Surfaces shall be free of:

a. Dried concrete

b. Dirt and debris

c. Oil or contamination

d. Rust or foreign materials

C. Apply form release agent uniformly in accordance with manufacturer instructions.

1.3 ERECTION / INSTALLATION / APPLICATION

A. All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grades, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete.

B. Suitable and effective means shall be provided on all forms of holding adjacent edges and ends of panels and sections tightly together and in accurate alignment so as to prevent the formation of ridges, fins, offsets or similar surface defects in the finished concrete. The forms shall be tight in order to prevent the loss of water, cement, and fins during placing and vibration of the concrete.

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C. Adequate cleanout and inspection openings shall be provided at the bottom of each lift of forms in locations that will not mar the architectural finish. The size, number, and location of such openings shall be approved by the Engineer.

D. Exterior corners in concrete members shall be provided with three-quarter inch (3/4") chamfers. Re-entrant corners in concrete members shall not have fillets unless otherwise shown on the Drawings.

E. Adequate and suitable means shall be provided for removing all forms without injury to the surface of the finished concrete. A sufficient number of forms of each kind shall be provided to permit the required rate of progress to be maintained. Wherever, in the opinion of the Engineer, additional forms are required to maintain the necessary progress, such additional forms shall be provided by the Contractor at his own expense. Upon removal of the forms, all rock pockets and voids in the concrete surface greater than 1/16-inch shall be repaired and filled in to create a smooth, uniform surface.

F. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded with integral waterstops and shall terminate not less than 1-inch back from the formed face or faces of concrete. The maximum diameter of removable cones for rod ties shall not exceed one inch (1"), and all such fasteners shall be such as to leave holes of conical shape for reaming. Wire ties for holding forms will not be permitted. No form-tying device or part thereof other than metal shall be left embedded in the concrete, nor shall any be removed in such a manner as to leave a hole extending through the interior of the concrete member. The use of form-tying methods which cause spalling of the concrete upon form stripping or tie removal will not be permitted. Form ties shall be provided with integral waterstops.

G. All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is called for on the Drawings or explicitly authorized by the Engineer. The dimensions of concrete members shown on the Drawings apply to formed surfaces, except where otherwise indicated, not less than one inch (1") of concrete shall be added where concrete is permitted to be placed against trimmed ground in lieu of forms. Such permission will be granted only for members of comparatively limited height and where the character of the ground is such that it can be trimmed to the required lines and will stand securely without caving or sloughing until the concrete has been placed.

H. Forms shall be maintained at all times in good condition, particularly as to size, shape, strength, rigidity, tightness, and smoothness of surface. Forms, when in place, shall conform to the established alignment and grades. Before concrete is placed, the forms shall be thoroughly cleaned. The surfaces of all forms shall be treated with a bond breaker, nonstaining mineral oil or other lubricant approved by the Engineer. Any excess lubricant shall be satisfactorily removed before placing the concrete. In addition, all plywood not treated with the bond breaker specified above shall be given a preliminary oil treatment by the form manufacturer or shall be oiled by the Contractor at least two weeks in advance of its use as forms. Care shall be exercised to keep form oil off the surface of steel reinforcement and other metal items to be embedded in the concrete.

I. Forms may be reused if they are in good condition and if they are approved by the Engineer. In determining the extent to which forms may be reused, particular attention shall be given to maintaining a uniform surface texture on all exposed concrete surfaces. Light sanding between uses will be required wherever necessary in the opinion of the Engineer to obtain such uniform texture. Unused tie rod holes shall be plugged with corks, shaved flush, and sandpapered on the concrete surface side. Patching of forms, other than filling tie rod holes, will not be permitted. The use of metal discs on plywood forms will not be permitted.

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J. Forms may be stripped from concrete in accordance with the following schedule, except in the case the concrete has been placed at outside air temperature under fifty degrees Fahrenheit (50° F), it must be first determined that the concrete has properly set:

Formwork	Removal with Moderate Temperatures
Sides of footings	24 hours
Walls and columns not yet supporting load	48 hours
Vertical sides of beams, girders, and similar members	48 hours
Slabs, beams, and girders	10 days
Shoring for slab, beams, and girders	21 days

1.4 REPAIR / RESTORATION

A. Upon form removal, all defects shall be repaired immediately using approved repair materials to produce a dense, uniform, and sound concrete surface, including:

1. Honeycombing
2. Rock pockets
3. Voids greater than 1/16 inch
4. Surface irregularities

B. Void spaces between concrete and excavated surfaces shall be filled and compacted with approved material.

1.5 FIELD QUALITY CONTROL

A. Inspect formwork prior to placement of concrete for:

1. Structural stability
2. Alignment and grade
3. Tightness and leakage prevention
4. Cleanliness and readiness

B. Deficient formwork shall be corrected prior to concrete placement.

1.6 ADJUSTING

A. Make continuous adjustments during construction to maintain alignment and prevent movement or deformation during concrete placement.

1.7 CLEANING

A. Maintain cleanliness of forms and associated surfaces at all times. Remove all debris prior to concrete placement.

1.8 PROTECTION

A. Protect formwork and adjacent construction from impact, displacement, contamination, and vibration damage during concrete placement operations.

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1.9 MAINTENANCE

A. Maintain formwork systems in serviceable condition throughout use, ensuring they remain capable of producing specified results without compromise.

END OF SECTION

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SECTION 03 15 13

WATERSTOPS

PART 1 — GENERAL

1.1 SUMMARY

A. Section Includes

1. This Section includes the furnishing, fabrication, installation, and quality control of waterstops required for construction joints in cast-in-place concrete structures. Work includes all labor, materials, equipment, and incidentals necessary to provide complete and functional watertight joint systems.

2. Waterstops shall be installed at all construction joints where indicated on the Drawings, specified herein, or directed by the Engineer, particularly at joints exposed to hydrostatic pressure or water-bearing conditions.

B. Related Requirements

1. Section 03 11 00 – Concrete Formwork

2. Section 03 30 00 – Cast-in-Place Concrete.

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Waterstops shall not be measured separately for payment. Full compensation for furnishing, installing, splicing, protecting, and integrating waterstops into concrete construction shall be included in the applicable bid items for cast-in-place concrete work.

2. No separate payment will be made for incidental materials, including adhesives, splice welding, fasteners, support devices, or protection during construction.

1.3 REFERENCES

1. Abbreviations and Acronymns

2. ACI – American Concrete Institute

3. ASTM – ASTM International

4. CRSI – Concrete Reinforcing Steel Institute

B. Reference Standards

1. ASTM C94 - Ready-Mixed Concrete

2. ASTM D412 - Vulcanized Rubber and Thermoplastic Elastomers

3. ASTM D2240 - Rubber Property Durometer Hardness

4. ASTM C509 - Elastomeric Joint Sealants

5. Federal Standard No. 601 - Testing of Elastomeric Materials

6. ACI 318 - Building Code Requirements for Structural Concrete

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

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1. Contractor shall coordinate waterstop installation with concrete placement operations, reinforcement steel installation, and forming systems to ensure correct positioning and continuity at all joints.
2. Waterstops shall be fully integrated into construction joints without displacement during concrete placement, vibration, or form removal.

B. Sequencing

1. Waterstop installation shall be completed prior to placement of adjacent concrete pours. Splicing and field welding shall be completed and inspected prior to concrete placement.

C. Scheduling

1. No concrete shall be placed until all waterstop installations, including splices and anchorage, have been reviewed and accepted by the Engineer.

1.5 SUBMITTALS

A. Action Submittals

1. Product Data
2. Submit manufacturer's literature describing:

a. Waterstop profiles and dimensions

b. Material composition (PVC or polyvinyl chloride)

c. Chemical resistance properties

d. Installation recommendations

B. Shop Drawings

1. Submit detailed shop drawings showing:
2. Waterstop locations at all joints
3. Splice details and layout
4. Transition conditions and intersections
5. Coordination with reinforcing steel and embedded items

C. Certificates

1. Submit manufacturer certification stating compliance with specified material requirements and test standards, including chemical resistance and physical properties.

D. Test and Evaluation Reports

1. Submit certified laboratory test results verifying compliance with tensile strength, elongation, hardness, and chemical resistance requirements.

E. Manufacturer Instructions

1. Submit complete installation and heat-welding instructions for field splicing and handling.

1.6 QUALITY ASSURANCE

A. Qualifications

1. Manufacturers

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a. Waterstops shall be produced by manufacturers with demonstrated experience in producing PVC waterstop systems for hydraulic concrete structures.

2. Installer Qualifications

a. Installers shall be experienced in PVC waterstop installation and heat fusion splicing techniques and shall have successfully completed similar projects.

3. Preconstruction Testing

a. Where requested by the Engineer, mock-ups of field splices and installation conditions shall be performed prior to construction.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements

1. Waterstops shall be delivered in original, undamaged packaging with clear identification of type, size, and manufacturer.

B. Storage and Handling Requirements

1. Waterstops shall be stored in a clean, dry, shaded location protected from sunlight, oils, dirt, and physical damage.

2. Waterstops shall be handled carefully to avoid bending, tearing, stretching, or contamination.

1.8 FIELD CONDITIONS

A. Waterstops shall not be installed when ambient temperatures or site conditions may cause improper placement, deformation, or inadequate bonding.

B. Installation shall be protected from:

1. Concrete splash

2. Mechanical damage during reinforcement placement

3. Sandblasting damage prior to adjacent concrete placement

1.9 WARRANTY

A. Manufacturer Warranty

1. Waterstops shall be warranted by the manufacturer to be free from defects in material and workmanship for a minimum period of one (1) year.

B. Special Warranty

1. Contractor shall guarantee watertight performance of all installed waterstops as part of the completed concrete structure.

PART 2 — PRODUCTS

2.1 WATERSTOPS

A. General

1. Waterstops shall be fabricated from dense, homogeneous, polyvinyl chloride (PVC) material designed for embedding in concrete construction joints.

B. Type

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1. Waterstops shall be 9-inch (9") wide ribbed or dumbbell-type PVC waterstops, unless otherwise shown on Drawings.

C. Material Requirements

1. Waterstop material shall be:

a. Resistant to Portland cement alkalinity

b. Resistant to mildew, fungi, and microbial growth

c. Resistant to acids, salts, and chemical exposure

d. Non-porous and free of voids or defects

2. Waterstops shall show no deterioration when immersed for ten (10) days in:

a. 10% sulfuric acid solution

b. Saturated lime solution

c. Salt water solution

2.2 PHYSICAL PROPERTIES

A. Waterstop material shall conform to the following minimum requirements:

1. Tensile Strength: 2,000 psi minimum
2. Elongation at Break: 250% minimum
3. Water Absorption: 5% maximum by weight
4. Compression Set: 30% maximum
5. Accelerated Aging Strength Retention: 80% minimum
6. Durometer Hardness: Shore A 60–70

2.3 FABRICATION

A. General

1. Waterstops shall be fabricated in continuous lengths where possible. Factory-fabricated fittings shall be provided for intersections, corners, and transitions.

B. Splicing

1. Field splices shall be made using heat fusion welding in strict accordance with manufacturer's written instructions.
2. Splices shall produce a homogeneous, watertight, and structurally continuous joint equal in strength and performance to the parent material.

2.4 ACCESSORIES

A. Provide all required accessories including:

1. Steel or PVC support clips
2. Tie wires or approved fastening systems
3. Splice welding equipment and materials

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4. Protective coverings during installation.

PART 3 — EXECUTION

3.1 EXAMINATION

A. Verification of Conditions

1. Construction joint surfaces are properly prepared
2. Reinforcement placement is complete and approved
3. Formwork alignment allows correct waterstop positioning
4. No standing water, debris, laitance, or loose material is present.

3.2 PREPARATION

A. All joint surfaces shall be thoroughly cleaned prior to installation. Preparation shall include removal of:

1. Laitance
2. Loose or defective concrete
3. Dirt, oil, and foreign materials

B. Construction joints shall be sandblasted as required to expose clean aggregate and ensure proper bonding conditions.

C. Contractor shall protect installed waterstops from damage during all cleaning and sandblasting operations

3.3 INSTALLATION

A. General

1. Waterstops shall be installed in strict accordance with Drawings and manufacturer's recommendations. Installation shall ensure full continuity across all construction joints.
2. Waterstops shall be securely anchored to prevent displacement during concrete placement and vibration

B. Location

1. Waterstops shall be installed:

a. At all construction joints exposed to water pressure

b. At all joints shown on Drawings

c. At all locations directed by the Engineer.

C. Alignment

1. Waterstops shall be accurately centered within the joint unless otherwise indicated. Misalignment, twisting, or displacement will not be permitted.

D. Protection

1. Installed waterstops shall be protected from:

a. Concrete spillage and contamination

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b. Mechanical damage from reinforcing steel placement

c. Damage during formwork installation and removal

3.4 FIELD QUALITY CONTROL

A. Inspection:

1. Engineer shall inspect waterstop installation prior to concrete placement. No concrete shall be placed until installation has been approved.

B. Nonconforming Work

1. Damaged, misaligned, or improperly installed waterstops shall be removed and replaced at Contractor's expense.

3.5 CLEANING

A. Upon completion of installation and prior to concrete placement, exposed waterstop surfaces shall be cleaned of dirt, debris, and construction residue.

3.6 PROTECTION

A. Waterstops shall be protected throughout construction until concrete placement is complete and joint system is fully embedded. Any damage shall be repaired or replaced prior to continuation of work.

END OF SECTION

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SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1 — GENERAL

1.1 SUMMARY

A. Section Includes

1. Reinforcing steel bars (deformed bars).
2. Welded wire reinforcement.
3. Bar supports, spacers, chairs, and accessories.
4. Splicing, tying, and securing reinforcement.
5. Cleaning, handling, and protection of reinforcement prior to concrete placement.

1.2 Related Requirements

A. Section 03 11 00 – Concrete Forming

B. Section 03 15 13 – Waterstops

C. Section 03 15 19 – Joint Sealants

D. Section 03 30 00 – Cast-in-Place Concrete

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Payment for reinforcement shall be included in the applicable bid items for cast-in-place concrete unless otherwise specified in the Bid Schedule.
2. No separate payment will be made for furnishing, cutting, bending, placing, tying, splicing, supports, or incidental materials required to complete reinforcement installation.
3. All costs associated with reinforcing steel, including delivery, storage, protection, and installation, shall be considered incidental to the concrete work.

1.4 REFERENCES

A. Reference Standards

1. ASTM A615 - Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
2. ASTM A185 - Steel Welded Wire Reinforcement, Plain, for Concrete
3. ACI 301 - Specifications for Structural Concrete
4. ACI 318 - Building Code Requirements for Structural Concrete

1.5 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Coordinate placement of reinforcement with formwork, embedded items, sleeves, piping, conduits, and all other work embedded in concrete.
2. Reinforcement shall be installed in a manner that permits unobstructed placement and vibration of concrete.

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B. Sequencing

1. Reinforcement shall not be placed until formwork, subgrade preparation, and embedded items have been inspected and approved.

C. Scheduling

1. Concrete placement shall not proceed until reinforcement has been reviewed and approved by the Engineer.

1.6 SUBMITTALS

A. Action Submittals

1. Shop Drawings

a. Detailed bending schedules, placement diagrams, and splicing layouts.

b. Indicate bar sizes, spacing, bends, laps, and support locations

2. Product Data

a. Reinforcing steel specifications and compliance data.

b. Welded wire reinforcement data.

3. Certificates

a. Mill certificates for each heat of reinforcing steel showing compliance with ASTM A615.

b. Chemical and physical test results.

1.7 QUALITY ASSURANCE

A. Qualifications

1. Reinforcing steel shall be fabricated by experienced suppliers regularly engaged in the production of concrete reinforcement materials

B. Inspection Requirements

1. Reinforcement placement shall be subject to inspection by the Engineer prior to concrete placement

1.8 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements

1. Reinforcement shall be delivered in bundles clearly tagged for identification.

B. Storage and Handling Requirements

1. Reinforcing steel shall be stored off the ground and protected from mud, dirt, oil, and excessive corrosion.

2. Materials shall be kept in a clean condition until fully embedded in concrete.

1.9 FIELD CONDITIONS

A. Existing Conditions

1. Verify field conditions prior to installation. Report discrepancies to the Engineer immediately.

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PART 2 — PRODUCTS

2.1 REINFORCING STEEL

A. Deformed reinforcing bars shall conform to ASTM A615, Grade 60.

B. Bars shall have deformations conforming to ASTM A615 requirements.

2.2 WELDED WIRE REINFORCEMENT

A. Welded wire fabric shall conform to ASTM A185.

2.3 ACCESSORIES

A. Provide bar supports, chairs, spacers, and accessories of sufficient strength and durability to maintain reinforcement in proper position.

PART 3 — EXECUTION

3.1 INSTALLATION

A. Reinforcing steel shall be accurately placed as shown on the Drawings and secured to prevent displacement during concrete placement.

B. Reinforcement shall be rigidly supported and tied to maintain required spacing and clearances.

C. Bars shall be free from heavy flaky rust, dirt, grease, or other deleterious materials prior to placement.

D. After installation, reinforcement shall remain clean and free of contamination until concrete is placed.

3.2 TOLERANCES

A. Reinforcement shall be placed within tolerances required to maintain structural integrity and concrete cover as specified

3.3 SPLICING

A. Minimum lap splice length shall be 36 bar diameters or 18 inches, whichever is greater.

B. Splices shall be staggered unless otherwise indicated on the Drawings.

3.4 CONCRETE COVER

A. Minimum concrete cover shall be 2 inches unless otherwise shown.

B. Where concrete is placed against earth, minimum cover shall be 3 inches

3.5 FIELD QUALITY CONTROL

A. Inspection:

1. Reinforcement shall be inspected and approved by the Engineer prior to placement of concrete.

3.6 CLEANING

A. Reinforcement shall be maintained in a clean condition at all times.

B. Any reinforcement contaminated with deleterious materials shall be cleaned or replaced as directed by the Engineer.

END OF SECTION

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SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 — GENERAL

1.1 SUMMARY

A. Section includes furnishing all labor, materials, equipment, transportation, testing coordination, and incidentals necessary for the production, placement, finishing, curing, protection, repair, and testing of cast-in-place concrete as indicated on the Drawings and specified herein.

B. Cast-in-place concrete work includes, but is not limited to:

1. Structural concrete.
2. Foundations.
3. Footings.
4. Slabs.
5. Concrete linings.
6. Cutoff walls.
7. Concrete encasements.
8. Equipment pads.
9. Cast-in-place installation of anchor bolts, sleeves, inserts, and embedded items.

C. Related Requirements

1. Section 03 11 00 – Concrete Forming
2. Section 03 15 13 – Waterstops
3. Section 03 20 00 – Concrete Reinforcement

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Payment for cast-in-place concrete shall be included in the applicable bid items in the Bid Schedule and shall constitute full compensation for furnishing all materials, labor, equipment, placement, finishing, curing, and incidental work required.
2. No separate payment will be made for embedded items including anchor bolts, dowels, sleeves, or minor field modifications required for coordination with other trades.
3. Adjustments in quantities due to Engineer-directed field modifications shall be compensated in accordance with applicable unit prices.

1.3 REFERENCES

A. Reference Standards

1. ACI 301 - Specifications for Structural Concrete
2. ACI 318 - Building Code Requirements for Structural Concrete
3. ASTM C33 - Concrete Aggregates

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4. ASTM C39 - Compressive Strength of Cylindrical Concrete Specimens
5. ASTM C94 - Ready-Mixed Concrete
6. ASTM C143 - Slump of Hydraulic-Cement Concrete
7. ASTM C150 - Portland Cement
8. ASTM C260 - Air-Entraining Admixtures
9. ASTM C309 - Liquid Membrane-Forming Compounds

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Coordinate concrete work with reinforcing steel, formwork, mechanical, electrical, piping, and embedded items.
2. Provide openings, sleeves, and blockouts as required to accommodate utilities and embedded components.
3. All anchor bolts and dowels shall be cast into concrete unless otherwise indicated. Where shown or directed, anchor bolts and dowels may be installed in preformed or drilled holes with approved adhesive systems.
4. Coordinate installation of cast iron sleeves or flanged castings where pipes or ducts pass through concrete elements.

B. Sequencing and Scheduling

1. Concrete placement sequence shall be determined by the Contractor and submitted for Engineer approval.
2. Work shall not proceed until all embedded items, reinforcing steel, and formwork have been inspected and approved.
3. Contractor shall maintain sufficient materials and labor to ensure continuous placement of monolithic pours without interruption.

1.5 SUBMITTALS

A. Concrete Mix Design

1. Mix designs shall be prepared by an independent testing laboratory acceptable to the Engineer.
2. Submit mix designs a minimum of fifteen (15) days prior to concrete placement.
3. Mix designs shall include:

   a. Aggregate gradations.

   b. Water-cement ratio.

   c. Slump.

   d. Air content.

   e. Fly ash content.

   f. Admixture dosage rates.

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g. Design strength.

B. Test Reports

1. Submit:

a. Aggregate ASR certifications.

b. ASTM C1260 test results.

c. ASTM C1567 test results.

d. Mill certificates for cement.

e. Concrete trial mix data.

1.6 QUALITY ASSURANCE

A. Concrete production and placement shall conform to ACI 301 and ACI 318 unless more stringent requirements are specified herein.

B. Testing shall be performed by the Owner's testing agency.

C. The Contractor shall provide access, facilities, and assistance necessary for obtaining representative samples and conducting testing.

1.7 FIELD CONDITIONS

A. Concrete placement shall be protected from adverse weather conditions.

B. Cold and hot weather placement shall comply with temperature limitations specified herein.

PART 2 — PRODUCTS

2.1 CONCRETE COMPOSITION

A. General

1. Concrete shall consist of cement, aggregates, water, and specified admixtures proportioned and mixed to produce a homogeneous mixture suitable for the intended application.

2. Mortar and grout shall consist of cement, water, sand, and approved admixtures.

3. Aggregates used in concrete and mortar shall be maintained in a saturated surface-dry condition.

B. Alkali-Silica Reactivity Requirements

1. Aggregate suppliers shall provide certification demonstrating aggregates have been evaluated for ASR potential.

2. Rapid Mortar-Bar Expansion Testing shall be performed in accordance with ASTM C1260.

3. Expansion shall not exceed 0.10 percent.

4. Regardless of test results, all structural concrete shall contain twenty-five percent (25%) Class F fly ash replacement.

5. ASTM C1567 testing shall be performed and submitted with the mix design.

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2.2 CONCRETE MIX DESIGN

A. Maximum Aggregate Size

Member Thickness	Maximum Aggregate Size
8 inches or less	3/4 inch
Greater than 8 inches	1 inch

B. Slump

1. Maximum slump shall be four (4) inches unless otherwise approved.

C. Concrete Classes

1. Class A

a. Applications:

i. Structures

ii. Foundations

iii. Footings

iv. Slabs

v. Concrete lining

b. Requirements:

i. 28-Day Strength: 4,000 psi

ii. Water-Cement Ratio: 0.55 ± 0.02

iii. Air Content: 4 to 5 percent

iv. Fly Ash: 25 percent

2. Class B

a. Applications:

i. Post concrete

b. Requirements:

i. Minimum four sacks Type II/V cement per cubic yard

3. Class C

a. Applications:

i. Cutoff walls

b. Requirements:

i. 4,000 psi minimum strength

ii. Water-cement ratio: 0.50 ± 0.02

iii. Air entrainment: 4 to 5 percent

iv. Fly ash: 25 percent

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v. Tuff Strand SF: 2 pounds per cubic yard

2.3 MATERIALS

A. Cement

1. All cement shall be furnished by the Contractor and shall be Portland cement Type II/V for all concrete and mortar in conformance with ASTM C150.

2. Cement shall be tested by the manufacturer for false set in accordance with the latest revisions of Bureau of Reclamation Test for False Set in Cement. Initial penetration shall be 35 mm ± 2 mm. For any cement samples tested for false set, no intermediate or final remix penetration shall be less than fifty percent (50%) of the initial penetration. Any cement sample having intermediate or final penetration(s) less than fifty percent (50%) of the original penetration shall be considered to have false set, and any or all lots of cement from which the sample was taken shall be subject to retest or rejection and replacement, as determined by the Engineer.

3. The Contractor shall obtain from the cement company a certificate stating that the cement delivered to the work complies with the above-requirements, including those for freedom from false set. Two (2) copies of the certificate shall be furnished to the Engineer.

B. Water

1. Water used in mixing concrete, mortar or grout shall be clean and free from injurious quantities of silt, organic matter, sulfates, alkali, salts, and other impurities.

C. Aggregates

1. Fine and coarse aggregates shall conform to requirements of ASTM C33 with particular emphasis on Appendix “X” regarding reactive aggregates.

2. Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous materials.

3. All natural aggregates shall be thoroughly and uniformly washed before use.

D. Air-Entraining Admixture

1. Unless otherwise directed, the Contractor shall use an approved air-entraining agent in all concrete; said agent shall be in conformance with ASTM C260.

2. The amount of air-entraining agent added shall be such as to effect the entrainment of from four percent (4%) to five percent (5%) of air, as required.

3. The Contractor shall ensure that the concrete batch plant makes accommodations in the air entrainment for the addition of the fly ash as specified.

E. Other Admixtures

1. Except for the use of an air-entraining agent, and the above state Set Retarding Admixture, no admixture shall be added to any concrete mix without the written authorized approval of the Engineer.

2. All admixtures shall be batched accurately by means of reliable, approved mechanical dispensers.

3. In no case shall the Contractor add any admixture containing chlorides as CL in excess of one percent (1%) by weight.

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F. Bonding Agents

1. Bonding agents for dowels and anchor bolts shall be:

a. 713 Dowel Bar and Anchor Bolt Adhesive by Epoxy Systems, Inc.

b. Sikadur Hi-Mod.

c. Approved equal.

PART 3 — EXECUTION

3.1 EXAMINATION

A. Verify forms, reinforcement, embedded items, sleeves, waterstops, and construction joint preparation have been inspected and approved before placement of concrete.

B. No concrete shall be placed until all work affecting the placement has been reviewed by the Engineer.

3.2 MIXING

A. Concrete may be mixed at the site of the work or by transit-mix methods as defined and specified in ASTM C94. Provisions of ASTM C94 shall govern mixing and transporting concrete from a central plant to the jobsite.

B. The maximum time between introducing cement to the aggregates and discharging concrete shall be ninety (90) minutes, or before 250 revolutions of the mixing drum, whichever comes first.

C. Each load of transit-mixed concrete that is delivered to the jobsite shall be accompanied by a ticket showing the volume of concrete, the concrete mix identification number, the total amount of water added, together with the amount of cement aggregates, and admixtures.

D. The ticket shall also show the time of day that materials were batched and the initial reading of the revolution counter at the time the truck mixer was charged.

E. Any waivers of provisions of said Specifications shall be obtained in writing from the Engineer.

3.3 PLACING CONCRETE

A. No concrete shall be placed until:

1. Forms have been inspected.

2. Reinforcement has been approved.

3. Embedded items have been installed.

4. Surfaces are properly prepared.

B. Foundations shall be free of standing water, mud, and debris.

C. Construction joints shall be sandblasted clean and wetted prior to placement.

D. Concrete shall be placed continuously in each monolithic element.

E. Concrete shall not be dropped more than:

1. Six feet in unexposed work.

2. Four feet in exposed work.

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F. Tremies shall be used where greater drop heights are required.

G. Engineer shall be notified a minimum of two working days before placement.

3.4 TEMPERATURE REQUIREMENTS

A. Concrete temperature at placement shall be between 55°F and 90°F.

B. Cold weather protection shall comply with ACI recommendations.

C. Concrete shall be protected from freezing for a minimum of seventy-two (72) hours after placement.

3.5 PUMPING CONCRETE

A. Concrete pumping equipment shall be sized to accommodate placement rate, aggregate size, slump, delivery length, and vertical lift.

B. Aluminum delivery lines shall not be permitted.

C. Minimum pipe diameters:

Aggregate Size	Minimum Pipe ID
3/4 inch	2 inches
1 inch	4 inches

D. The delivery pipe or hose shall be primed by pumping mortar through the line using five gallons (5 gal) of mortar for each fifty feet (50') of delivery line.

E. Final lengths of pipe or hose shall be inclined upwards to prevent segregation of the concrete.

3.6 CONSOLIDATION

A. All concrete placed in forms shall be placed in layers not over twenty-four inches (24") deep, and each layer shall be vibrated into place to its maximum practicable density, free from pockets of coarse aggregate, and in such a manner that surfaces shall be smooth and free from voids.

B. Vibrators shall not be used to move concrete horizontally.

C. Approved internal vibrators shall be used for all sections which are sufficiently large and shall be supplemented by platform or screed-type vibrators in the event that satisfactory top surfaces cannot be obtained solely with the internal type; or internal vibrators shall be supplemented with vibrators operated against the outside of forms to improve vertical surfaces, as required.

D. Form vibrators shall be used when sections are too small for the internal type.

E. Vibrators shall be adequately powered and capable of transmitting to the concrete not less than 5,000 impulses per minute when operating under load.

F. The vibration shall be sufficiently intense to visibly affect the concrete over a radius of at least eighteen inches (18").

G. A sufficient number of vibrators shall be used so that the required rate of placement vibration is achieved uniformly throughout the entire volume of each layer of concrete and maximum consolidation of concrete is secured.

H. With form or internal vibrators, vibration shall be such that concrete becomes uniformly plastic and there shall be at least twenty (20) seconds of vibration per square foot of surface of each

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layer of concrete, computed on the basis of the visibly affected radius and taking overlapping into consideration; however, over vibration will not be allowed.

I. At all times, the Contractor shall have available at least one spare, workable vibrator of each type used.

J. Either over-vibrated or under-vibrated concrete is subject to test and rejection.

3.7 CURING

A. All concrete shall be cured for not less than fourteen (14) days after placing in accordance with the methods specified herein for the different parts of work and described in detail in the following paragraphs:

Surface to be Cured	Method
Unstripped wooden forms	1
Vertical and horizontal construction joints	2
Surfaces requiring architectural finish	3
All concrete surfaces not specifically provided for elsewhere in this subsection	4

Method 1 - Wooden forms shall be wetted immediately after concrete has been poured and shall be kept wet with water until removed. The exposed concrete surfaces shall then be cured by Methods 2 or 3.

Method 2 - The surface shall be covered with burlap mats which shall be kept wet with water for the duration of the curing period or until the new concrete in the adjacent section is placed.

Method 3 - The surface shall be kept wet with water for the duration of the curing period. This shall be accomplished by keeping the forms wet prior to stripping and by means of an approved combination of fog nozzles, soaker-type hoses, hand sprinkling, and burlap or other types of mats. NO CURING COMPOUND MAY BE APPLIED TO SURFACES CURED UNDER METHOD 3.

Method 4 - The surface shall be sprayed with a liquid curing compound which will not affect the bond of paint to the concrete surface. It shall be applied in accordance with the manufacturer's instructions at a maximum coverage rate of 300 square feet per gallon in such a manner as to cover the surface with a uniform film which will seal thoroughly. The exterior surfaces of buried portions or partially buried walls shall be given two additional coats of curing compound at the specified coverage rate, making three coats in all. Curing compound shall be white-pigmented liquid membrane forming compound conforming to ASTM C309. The pigment shall be in a thoroughly mixed condition at the time of use.

B. Where the curing compound method is used, care shall be exercised to avoid damage to the seal during the curing period. Should the seal be damaged or broken before the expiration of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.

C. Wherever curing compound may have been applied by mistake to surfaces against which concrete subsequently is to be placed and to which it is to adhere, the said compound shall be entirely removed by wet sandblasting just prior to the placing of new concrete.

D. Where curing compound is specified, it shall be applied immediately after completion of the finish or unformed surfaces, and within two hours after removal of forms on formed surfaces. Repairs required to be made to formed surfaces shall be made within the said two-hour period; provided, however, that any such repairs which cannot be made within the said two-hour period

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shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sandblasted to remove the curing compound, following which repairs shall be made as specified hereinafter.

3.8 REPAIR OF DEFECTIVE CONCRETE

A. As soon as forms are removed, all surfaces shall be carefully examined and all rough sections, rock pockets, and defective areas shall be removed and replaced.

B. The material used for repair purposes shall consist of cement mortar composed of one part cement well mixed with three parts of sand by volume and just enough water so that the mortar will stick together on being molded into a ball with slight pressure of the hands; and it shall be thoroughly compacted into place. Sand shall pass a No. 16 sieve.

C. Defective surfaces to be repaired shall be cut back from true line to a minimum depth of one inch (1") over the entire area. Feathered edges shall be avoided. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, and not less than 1/32-inch depth of the surface film from all hard portions by means of an efficient sandblast.

D. Dry pack mortar shall be placed and packed in layers having a compacted thickness of about 3/8-inch. Surface of each layer shall be scratched to promote bonding of next layer. Before the mortar is applied, the surface of the sandblasted concrete shall be coated with an epoxy bonding compound.

E. Major repairs shall be made for the following defined defective areas:

   1. Areas of more than one foot square and deeper than the reinforcing steel.

   2. Major repair areas shall be filled with pneumatically applied concrete after prepared surfaces have been sandblasted.

   3. Areas with cracks wider than 1/16 of an inch.

F. For major repairs, the filling shall be reinforced and doweled securely to the old concrete. The exposed surface shall be neatly finished to match the surface and texture of the adjacent concrete. All patches shall be cured. Cracked areas shall be sawcut vertically and removed as directed by the Engineer and new concrete placed.

G. Holes left by tie rod cones shall be reamed with suitable toothed reamers so as to leave the surfaces of the holes clean and rough. These holes then shall be repaired in an approved manner with mortar and epoxy and cured in accordance with the requirements of the curing section of these Specifications. Other imperfections having a depth greater than their last surface dimension shall not be reamed but shall be repaired in an approved manner with epoxy bonding compound and dry-packed mortar.

H. All repairs shall be built up and shaped in such a manner that the completed work will conform to the finish requirements of this specification using approved methods which will not disturb the bond or cause sagging or horizontal fractures. Surfaces of said repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.

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3.9 TOLERANCES

A. Concrete construction shall not exceed the following tolerances:

Item	Tolerance
Top of structures	±1/8 inch
Bottom of structures	±1 inch
Vertical alignment/plumb	1/2 inch in 10 feet
Surface irregularities	1/2 inch in 10 feet
Cross-sectional dimensions	+1/8 inch

3.10 FIELD QUALITY CONTROL

A. Testing

1. Testing shall be performed by the Owner.
2. The Contractor shall provide access and assistance necessary for obtaining representative samples.

B. Compressive Strength Testing

1. Concrete compressive strength shall be determined using standard 6-inch by 12-inch cylinders in accordance with ASTM C39.
2. Minimum 28-day compressive strength shall be 4,000 psi unless otherwise specified.

C. Sampling Frequency

1. Four cylinders shall be taken for each 50 cubic yards of concrete placed and for each day's placement.
2. Additional tests shall include:

   a. Slump tests.

   b. Air content tests.

   c. Temperature measurements.

3.11 NONCONFORMING WORK

A. If cylinder tests fail to meet specified requirements, core testing shall be performed at the Contractor's expense.

B. If core tests also fail to demonstrate compliance, the concrete shall be considered defective and shall be removed and replaced or otherwise remediated as directed by the Engineer.

3.12 PROTECTION

A. Protect completed concrete from mechanical damage, premature loading, freezing, excessive heat, rapid drying, and contamination until acceptance by the Owner.

END OF SECTION

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SECTION 03 35 00

CONCRETE FINISHING

PART 1 — GENERAL

1.1 SUMMARY

A. Section includes

1. Requirements for finishing formed and unformed concrete surfaces.
2. Requirements for repair, treatment, and final finishing of cast-in-place concrete surfaces.
3. Surface finish classifications for vertical, horizontal, and edge conditions of concrete work.

B. Related Requirements

1. Section 03 30 00 — Cast-in-Place Concrete
2. Section 03 20 00 — Concrete Reinforcement
3. Section 07 92 00 — Joint Sealants

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. All concrete finishing work shall be considered incidental to cast-in-place concrete unless otherwise specified in the Bid Schedule.
2. No separate payment shall be made for finishing operations, including surface treatment, edge finishing, or defect correction.
3. Full compensation for furnishing all labor, materials, equipment, and incidentals required to complete concrete finishing shall be included in applicable bid items.

1.3 REFERENCES

A. Reference Standards

1. ASTM C94 — Ready-Mixed Concrete
2. ASTM C143 — Slump of Hydraulic-Cement Concrete
3. ASTM C171 — Sheet Materials for Curing Concrete
4. ASTM C309 — Liquid Membrane-Forming Compounds for Curing Concrete
5. ACI 301 — Specifications for Structural Concrete
6. ACI 302 — Guide for Concrete Floor and Slab Construction

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Coordinate finishing operations with placement, consolidation, and curing of concrete.
2. Coordinate with installation of embedded items, including anchor bolts, inserts, sleeves, and related appurtenances.

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B. Sequencing

1. Sequence finishing operations to ensure continuous placement and uniform surface appearance.

2. Do not begin finishing until concrete has been properly consolidated and initial bleed water has dissipated.

1.5 FIELD CONDITIONS

A. Ambient Conditions

1. Do not perform finishing operations under adverse weather conditions that may impair surface quality.

B. Existing Conditions

1. Verify conditions of subgrade, forms, and reinforcement prior to finishing operations.

1.6 WARRANTY

A. Manufacturer Warranty

B. Special Warranty

C. Extended Correction Period

PART 2 — NOT USED

PART 3 — EXECUTION

3.1 EXAMINATION

A. Verification of Conditions

1. Verify concrete placement, consolidation, and surface readiness prior to finishing.

2. Do not proceed with finishing until defects, segregation, or bleed water conditions are corrected.

3.2 PREPARATION

A. Protect adjacent surfaces and embedded items.

B. Remove laitance, loose material, and surface contamination prior to finishing operations.

C. Repair surface defects prior to final finishing.

3.3 FINISHING

A. Special Techniques

1. Perform finishing operations in accordance with specified finish schedule and definitions.

2. Ensure continuous and uniform surface treatment across all concrete surfaces.

B. Interface with Other Work

1. Coordinate finishing with installation of embedded items, forming, and adjacent construction.

C. Tolerances

1. Finished concrete surfaces shall be straight, flat, and free from rock pockets and voids.

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2. There shall be no measurable deflection or distortion.
3. All surfaces shall conform to specified finish classifications and tolerances.

3.4 CONCRETE FINISH SCHEDULE

Finish	Areas
F1	Exterior walls below grade not exposed to water
F2	Exterior and interior walls exposed to water
F3	Walls of structures or buildings exposed to view; underside of formed floors or slabs
S1	Slabs and floors to be covered with concrete
S2	Slabs and floors not water bearing
S3	Slabs and floors which are water bearing
S4	Slabs and floors of structures or buildings exposed to view
E1	Exposed edges of slabs, floors, and wall tops

3.5 DEFINITION OF FINISHES FOR VERTICAL CONCRETE SURFACES AND UNDERSIDE OF FORMED SLABS

A. Finish F1 — No special treatment other than repair of defective concrete and filling depressions deeper than one-half inch (½") and filling tie holes.

B. Finish F2 — No special treatment other than repair of defective concrete and removal of fins, filling depressions deeper than one-quarter inch (¼"), and filling tie holes.

C. Finish F2 shall be a preparation finish for surfaces receiving Finish F3.

D. Finish F3 — Upon completion of Finish F2, fill all depressions and air holes with mortar. Predampen surfaces and apply a slurry consisting of one part cement (including appropriate white cement) and one and one-half parts sand passing the No. 16 sieve, by damp loose volume, applied with clean burlap pads or sponge rubber floats. Surplus shall be removed by scraping and rubbing with clean burlap.

3.6 DEFINITION OF FINISHES FOR HORIZONTAL CONCRETE SURFACES

A. Finish S1 — Screed to grade and leave without special finish.

B. Finish S2 — Smooth steel trowel finish, followed at Engineer's discretion by light brooming.

C. Finish S3 — Steel trowel finish free from trowel marks, smooth and free of all irregularities.

D. Finish S4 — Steel trowel finish without local depressions or high points and given a light hair-broom finish. Stiff bristle brooms or brushes shall not be used. Brooming shall be parallel to slab drainage.

3.7 EDGE FINISH REQUIREMENTS

A. Finish E1 — Exposed edges of all slabs, floors, and wall tops shall be edged with a one-quarter inch (¼") radius edger or chamfered as shown on the Drawings.

DRAFT

3.8 REPAIR

A. Repair all surface defects immediately after form removal or finishing operations.

B. Remove and replace defective or nonconforming concrete surfaces as directed by Engineer.

3.9 FIELD QUALITY CONTROL

A. Field Tests and Inspections

1. Field inspections may be performed by Engineer to verify compliance with finish classifications.

B. Nonconforming Work

1. Nonconforming surfaces shall be removed and refinished at Contractor's expense.

3.10 CLEANING

A. Remove all finishing debris, excess mortar, and surface contamination.

B. Maintain surrounding areas in clean condition.

END OF SECTION

DRAFT

SECTION 03 60 00

GROUTING

PART 1 — GENERAL

1.1 SUMMARY

A. Section includes

1. Furnishing, mixing, placing, and curing of cementitious grout and mortar systems required for construction.

2. Installation of nonshrink structural grout for bedding, anchorage, pipe penetrations, and load transfer applications.

3. Application of bonding agents for dowels, anchor bolts, and embedded reinforcement.

4. Coordination of grout placement with structural, mechanical, and piping installations.

B. Related Requirements

1. Section 03 30 00 — Cast-in-Place Concrete

2. Section 03 20 00 — Concrete Reinforcement

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Grouting shall be considered incidental to installed work unless otherwise specified.

2. No separate payment will be made unless specifically identified.

1.3 REFERENCES

A. Reference Standards

1. ASTM C109 — Compressive Strength of Hydraulic Cement Mortars

2. ASTM C827 — Early Volume Change of Cementitious Mixtures

3. ASTM C1107 — Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Coordinate grout installation with structural steel erection, pipe installation, and equipment setting.

1.5 SUBMITTALS

A. Product data for all grout materials.

B. Manufacturer installation instructions.

C. Mix design data.

D. Certifications of compliance with ASTM standards.

1.6 ACTION SUBMITTALS/INFORMATIONALSUBMITTALS

A. Product Data

DRAFT

1. Cementitious grout materials.
2. Nonshrink grout systems.
3. Bonding agents.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements

1. Deliver materials in original, sealed containers.

B. Storage and Handling Requirements

1. Store in dry, protected conditions to prevent moisture contamination.

1.8 FIELD CONDITIONS

A. Ambient Conditions

1. Do not place grout in extreme temperature or moisture conditions that may impair performance.

B. Existing Conditions

1. Verify substrate conditions prior to placement.

PART 2 — PRODUCTS

2.1 GROUT

A. Description

1. Materials shall consist of cement, water, sand, and approved admixtures proportioned as directed or approved by the Engineer.
2. All grout materials shall be designed for structural load transfer, anchorage, and void filling applications.

B. Performance/Design Criteria

1. Nonshrink grout shall conform to ASTM C1107, Grade B, Post-Hardening Volume-Adjusting.
2. Grout shall exhibit zero measurable shrinkage as determined by ASTM C827.
3. Minimum compressive strength shall be 8,000 psi at 28 days when tested in accordance with ASTM C109.
4. Grout in contact with potable water shall be certified to comply with NSF/ANSI/CAN 61, Drinking Water System Components – Health Effects, for the intended use and exposure conditions..

C. Operation

1. Materials shall be suitable for hand placement, pumping, or pourable applications as required.

D. Materials

1. Cement, clean water, fine aggregate, and approved admixtures.
2. Fine and coarse aggregates shall be in a saturated surface dry condition.
3. Water shall be clean and free of silt, organic matter, sulfates, alkali, salts, and other deleterious substances.

DRAFT

2.2 SOURCE QUALITY CONTROL

A. Tests and Inspections

1. Compressive strength testing in accordance with ASTM C109.

B. Nonconforming Work

1. Remove and replace grout not meeting specified requirements.

PART 3 — EXECUTION

3.1 EXAMINATION

A. Verification of Conditions

1. Verify substrate cleanliness, alignment, and readiness prior to placement.

3.2 PREPARATION

A. Protection of In-Place Conditions

1. Protect adjacent concrete, steel, and embedded items.

B. Surface Preparation

1. Clean all surfaces free of dust, oil, laitance, and debris prior to placement.

3.3 INSTALLATION

A. Special Techniques

1. Place grout continuously to avoid voids or cold joints.
2. Ensure complete filling of void spaces under base plates, equipment, and structural elements.

B. Tolerances

1. Maintain alignment and elevation tolerances as required for structural performance.

3.4 REPAIR

A. Repair voids, honeycombs, or improperly placed grout.

3.5 FIELD QUALITY CONTROL

A. Field Tests and Inspections

1. Verify grout placement and curing conditions.

B. Nonconforming Work

1. Remove and replace defective grout.

3.6 ADJUSTING

A. Adjust placement procedures as required for field conditions.

3.7 CLEANING

A. Waste Management

1. Remove excess grout and clean affected surfaces.

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3.8 PROTECTION

A. Protect grout from vibration, loading, and disturbance during curing period.

END OF SECTION

DRAFT

SECTION 07 19 00

WATER REPELLENTS

PART 1 — GENERAL

1.1 SUMMARY

A. Section includes

1. Furnishing and application of penetrating water repellent treatments for cured exterior concrete surfaces.

2. Surface preparation, application, and curing requirements for silane/siloxane-based water repellents.

3. Protection of treated surfaces from contamination and premature exposure following application.

B. Related Requirements

1. Section 03 30 00 — Cast-in-Place Concrete

2. Section 03 35 00 — Concrete Finishing

3. Section 07 92 00 — Joint Sealants

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Measurement and payment for water repellent application shall be included in the lump sum bid item “Concrete Sealer” or as otherwise indicated in the Bid Schedule.

2. Payment shall include full compensation for furnishing all materials, labor, surface preparation, application, masking, protection, and incidentals necessary to complete the Work.

1.3 REFERENCES

A. Reference Standards

1. ASTM C642 — Density, Absorption, and Voids in Hardened Concrete

2. ASTM C672 — Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals

3. ASTM E514 — Water Penetration and Leakage Through Masonry

4. ACI 515 — Guide to Protective Treatments for Concrete

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Coordinate application with completion of concrete curing operations.

2. Coordinate with adjacent construction, including joints, coatings, and embedded items.

B. Sequencing

1. Apply water repellent only after concrete has fully cured and attained design strength.

2. Do not apply until surfaces are clean, dry, and free of contaminants.

DRAFT

C. Scheduling

1. Schedule application during favorable weather conditions to ensure proper penetration and performance.

1.5 SUBMITTALS

A. Product data for water repellent system.

B. Manufacturer application instructions.

C. Certificates of compliance.

1.6 QUALITY ASSURANCE

A. Regulatory Agency Sustainability Approvals

B. Qualifications

1. Manufacturers

a. Regular producer of penetrating silane/siloxane water repellents.

2. Applicators

a. Experienced in application of penetrating concrete treatments on civil and structural works.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements

1. Deliver materials in sealed manufacturer containers.

B. Storage and Handling Requirements

1. Store materials in dry, temperature-controlled conditions away from direct sunlight.

C. Packaging Waste Management

1. Remove and dispose of empty containers in accordance with regulations.

1.8 FIELD CONDITIONS

A. Ambient Conditions

1. Do not apply when rain is expected within manufacturer-specified curing period.

2. Do not apply when ambient or surface temperatures are outside manufacturer limits.

B. Existing Conditions

1. Verify concrete is fully cured, clean, and structurally sound prior to application.

1.9 WARRANTY

A. Manufacturer Warranty

1. Provide manufacturer warranty covering material performance and water repellency characteristics.

DRAFT

PART 2 — PRODUCTS

2.1 WATER REPELLENT SYSTEMS

A. Manufacturers

1. Manufacturer List

a. Concrete Sealants, Inc. or approved equal

2. Substitution Limitations

a. Substitutions permitted only with Engineer approval

B. Materials

1. Silane/siloxane based penetrating water repellent solution

2.2 ACCESSORIES

A. Application equipment including low-pressure sprayers, rollers, or brush systems

B. Masking materials for adjacent protection

PART 3 — EXECUTION

3.1 EXAMINATION

A. Verification of Conditions

1. Verify concrete is fully cured, dry, and free of contaminants

B. Evaluation and Assessment

1. Confirm surface readiness prior to application

3.2 PREPARATION

A. Protection of In-Place Conditions

1. Protect adjacent surfaces not intended for treatment

B. Surface Preparation

1. Clean surfaces of dirt, oil, laitance, curing compounds, and contaminants

2. Ensure surfaces are dry prior to application

C. Demolition/Removal

1. Remove any coatings or residues incompatible with penetration

3.3 APPLICATION

A. Special Techniques

1. Apply water repellent uniformly to achieve complete saturation of concrete surface

2. Apply in multiple passes as required to achieve full absorption

B. Interface with Other Work

1. Coordinate with joint sealants and coatings to prevent contamination

C. Systems Integration

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1. Ensure continuous treatment across all exposed concrete surfaces

D. Tolerances

1. Apply at uniform coverage rate as specified by manufacturer
2. No visible film or surface buildup shall occur

3.4 REPAIR

A. Reapply water repellent to areas damaged or missed during application

3.5 FIELD QUALITY CONTROL

A. Field Tests and Inspections

1. Engineer may verify coverage and uniformity

B. Nonconforming Work

1. Remove or reapply treatment in nonconforming areas

3.6 CLEANING

A. Waste Management

1. Remove overspray, masking, and excess material from non-target surfaces
2. Dispose of waste materials in accordance with regulations

3.7 PROTECTION

A. Protect treated surfaces from rainfall and contamination during curing period

END OF SECTION

DRAFT

SECTION 07 92 00

JOINT SEALANTS

PART 1 — GENERAL

1.1 SUMMARY

A. Section includes

1. Furnishing all labor, materials, equipment, tools, and incidentals necessary for the complete installation of joint sealants and joint backing materials.
2. Preparation of joint surfaces.
3. Installation of polyurethane sealants in concrete joints and other locations indicated on the Drawings.
4. Installation of joint backing materials and bond breaker materials.
5. Field quality control and testing associated with sealant installation.

B. Related Requirements

1. Section 03 30 00 – Cast-in-Place Concrete.
2. Section 03 15 13 – Waterstops.
3. Section 03 20 00 – Concrete Reinforcement.

1.2 PRICE AND PAYMENT PROCEDURES

A. Alternatives

1. Sealant system substitutions shall not be permitted without prior written approval of the Engineer.
2. Approved alternates shall meet or exceed all specified performance requirements.

B. Measurement and Payment

1. No separate measurement will be made for joint sealants unless explicitly included in the Bid Schedule.
2. Work under this Section shall be considered incidental to concrete construction unless otherwise noted.

1.3 REFERENCES

A. Reference Standards

1. ASTM C920 – Elastomeric Joint Sealants
2. ASTM D412 – Tensile Properties of Vulcanized Rubber and Thermoplastic Elastomers
3. ASTM C1193 – Standard Guide for Use of Joint Sealants

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Coordinate joint sealant work with concrete placement, embedded items, and adjacent construction operations.

DRAFT

2. Ensure joints are properly formed, cured, and accessible prior to sealant installation.

B. Sequencing

1. Sealant installation shall not begin until substrates have cured sufficiently and are approved by the Engineer.

2. Coordinate sequencing to ensure joints are clean, dry, and structurally stable.

C. Scheduling

1. Install sealants under environmental conditions recommended by the manufacturer.

2. Do not install sealants during precipitation or when moisture conditions are unsuitable.

1.5 ACTION SUBMITTALS

A. Product Data

1. Manufacturer's technical data sheets.

2. Installation instructions.

3. Physical and performance characteristics.

1.6 CLOSEOUT SUBMITTALS

A. Warranty Documentation

1. Manufacturer warranty covering material performance and durability.

1.7 QUALITY ASSURANCE

A. Regulatory Agency Sustainability Approvals

B. Qualifications

1. Manufacturers

a. Must have established record of producing polyurethane sealants.

2. Installers

a. Experienced personnel trained in sealant installation.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements

1. Deliver materials in original sealed containers with manufacturer identification

B. Storage and Handling Requirements

1. Store materials in dry, temperature-controlled conditions.

2. Protect from moisture, heat, and freezing.

1.9 FIELD CONDITIONS

A. Ambient Conditions

1. Install only within manufacturer-specified temperature and humidity ranges.

DRAFT

B. Existing Conditions

1. Verify joint readiness prior to installation.

1.10 WARRANTY

A. Manufacturer Warranty

1. Provide standard manufacturer warranty.

B. Special Warranty

1. Sealant shall maintain adhesion, elasticity, and weather resistance under service conditions.

C. Extended Correction Period

1. Replace defective materials at no cost to Owner.

PART 2 — PRODUCTS

2.1 JOINT SEALANT SYSTEMS

A. Description

1. The joint sealant shall be a two-part, self-leveling or gun grade, non-staining, polyurethane sealant which cures at ambient temperature to a firm, flexible, tear-resistant rubber.

B. Performance/Design Criteria

1. Sealant shall conform to the following minimum requirements:

Property	Requirement
Consistency	Gun Grade
Tack Free Time	8 hours at 77°F and 50% RH
Pot Life	1 hour minimum
Hardness	25 Shore A ± 5
Elongation	800 percent
Shrinkage	Negligible
Tensile Strength (ASTM D412)	80 psi
Peel Strength on Concrete	18 PLI Cohesive
Service Temperature Range	-40°F to +175°F

2. The sealer shall be resilient and have excellent recovery characteristics after extended periods of compression or elongation.

C. Materials

1. Polyurethane joint sealant.

2. Closed-cell polyethylene backer rod.

3. Polyethylene bond breaker tape.

4. Primers as recommended by the manufacturer.

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2.2 ACCESSORIES

A. Joint backup material shall be closed-cell polyethylene rod, 3/4-inch diameter minimum, unless otherwise indicated.

B. Bond breaker material shall be polyethylene tape.

C. All accessory materials shall be fully compatible with the specified sealant system.

PART 3 — EXECUTION

3.1 EXAMINATION

A. Verification of Conditions

1. Verify joints are properly formed and ready for sealant installation.

B. Preinstallation Testing

1. Perform adhesion testing where required.

C. Evaluation and Assessment

1. Notify the Engineer of unsuitable conditions.

3.2 PREPARATION

A. Protection of In-Place Conditions

1. Protect adjacent surfaces from contamination.

B. Surface Preparation

1. Remove dust, dirt, laitance, moisture, oils, curing compounds, and foreign materials.

2. Prepare surfaces in strict accordance with manufacturer recommendations.

C. Demolition/Removal

1. Remove defective sealants and contaminants.

3.3 ERECTION/INSTALLATION/APPLICATION

A. Special Techniques

1. Install backer rod or bond breaker tape prior to sealant placement.

2. Install sealant to achieve proper width-to-depth ratio.

3. Tool sealant as required to provide a uniform finish.

3.4 FIELD QUALITY CONTROL

A. Field Tests and Inspections

1. Sealant installations may be inspected by the Engineer.

B. Nonconforming Work

1. Defective work shall be removed and replaced at no additional cost to the Owner.

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3.5 CLEANING

A. Waste Management

1. Remove excess sealant and debris from the site.
2. Dispose of waste materials in accordance with applicable regulations.

END OF SECTION

DRAFT

EXHIBIT B

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT

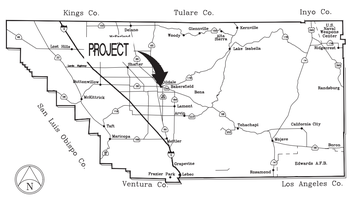
CONTRACT NO. KCWA 2026-03

REV.	DATE	DESCRIPTION	BY

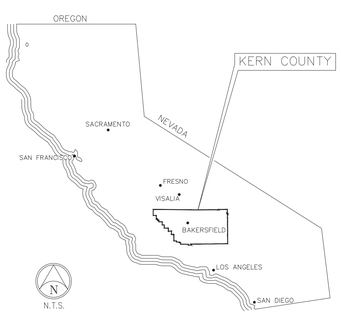
CAUTION:
CONTRACTOR SHALL CALL U.S.A. FOR LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.

CALL 1-800-642-2444 48 HRS.

NOTE:
THE ENGINEER HAS MADE A DILIGENT SEARCH OF RECORDS, CONTACTED UTILITY COMPANIES AND OTHERWISE ENDEAVORED TO INDICATE ON THE DRAWINGS ALL UTILITIES WHICH EXIST WITHIN THE LIMITS OF THE WORK OF THIS PROJECT. HOWEVER, THE ENGINEER DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS. THE CONTRACTOR SHALL CONTACT THE OWNERS OF THE UNDERGROUND FACILITIES AND REQUEST THEY LOCATE AND MARK ON THE GROUND THEIR FACILITIES PRIOR TO BEGINNING WORK. PRIOR TO DELIVERY OF ANY MATERIALS OR BEGINNING EXCAVATION FOR ANY CONSTRUCTION INCLUDING BUT NOT LIMITED TO SEWER LINES, WATER LINES, STORM DRAINS, STREETS, ETC. AND PRIOR TO BRINGING ANY ADDITIONAL MEN OR EQUIPMENT ON THE JOB, THE CONTRACTOR SHALL EXPOSE AND CONFIRM THE EXACT LOCATION AND ANY POSSIBLE CONFLICT WITH THE WORK TO BE PERFORMED. THE ENGINEER SHALL THEN DETERMINE IF ANY REVISIONS TO THE DESIGN ARE REQUIRED AND PREPARE ANY NECESSARY REVISIONS TO THE PLANS PRIOR TO THE CONTRACTOR PROCEEDING WITH ANY WORK ON OR AROUND THE AFFECTED LINE OR LINES. NO EXTRA COMPENSATION WILL BE ALLOWED FOR EXTRA COSTS INCURRED DUE TO THE CONTRACTOR'S FAILURE TO STRICTLY FOLLOW THIS PROCEDURE. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THIS REQUIREMENT APPLIES CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL(S) HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL(S).



COUNTY OF KERN



STATE OF CALIFORNIA

VICINITY MAP
NTS
SECTION 13, T29S, R27E, KERN COUNTY

SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER PAGE AND VICINITY MAP
2	SITE PLAN
3	DEMOLITION PLAN
4	IMPROVEMENT PLAN - PHASE 1
5	IMPROVEMENT PLAN - PHASE 2
6	MISCELLANEOUS DETAILS

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Jacob Harris — 9-2-26
DESIGNED BY: JACOB D. HARRIS — RCE 99163 (09-30-28)

Curtis Skaggs — 9-2-26
REVIEWED BY: CURTIS M. SKAGGS — RCE 60960 (12-31-26)

APPROVED BY: DEE JASPAR — RCE 23042 (12-31-27)

APPROVED BY: JAMES T. GARDINER — RCE 48280 (06-30-28)
KERN COUNTY WATER AGENCY
ENGINEERING & GROUNDWATER SERVICES MANAGER

REGISTERED PROFESSIONAL ENGINEER — JACOB D. HARRIS — NO. 99163 — EXP. 09/30/28 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — CURTIS M. SKAGGS — NO. 60960 — EXP. 12/30/26 — CIVIL — STATE OF CALIFORNIA

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT
CONTRACT NO. KCWA 2026-03
BID SET

KERN COUNTY WATER AGENCY
KERN COUNTY, CALIFORNIA

KERN COUNTY WATER AGENCY

IMPROVEMENT DISTRICT NO. 4

KERN COUNTY, CALIFORNIA

OCTOBER 2026

DRAWN	J. HARRIS
CHECKED	C. SKAGGS
DATE	2-Sep-26
SCALE	
JOB NO.	
SHEET	1 OF 6 SHEETS

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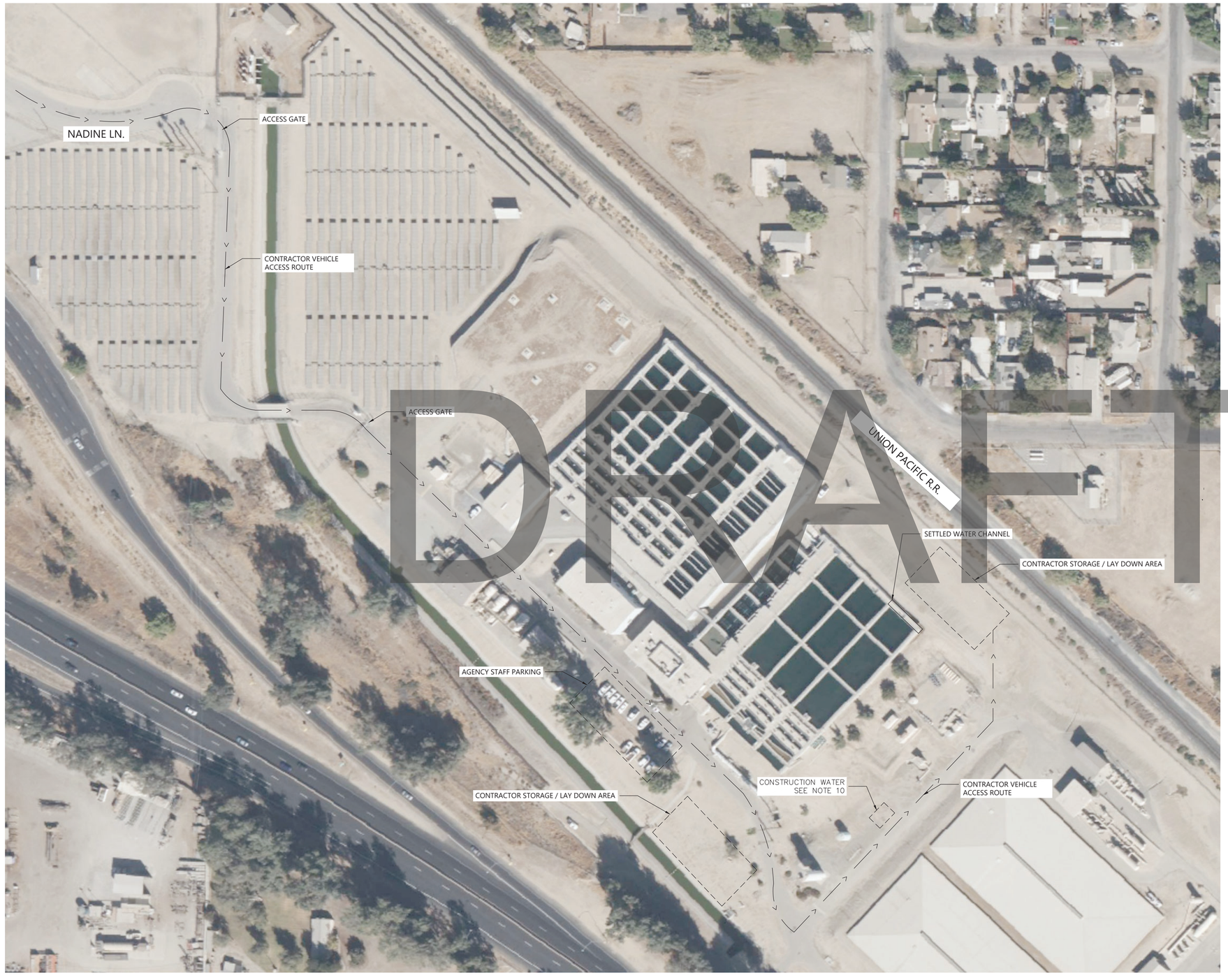

NOTES

1. MAXIMUM SPEED LIMIT WITHIN AGENCY PROPERTY IS 15 MPH.
2. ACCESS GATES SHALL REMAIN CLOSED AND LOCKED AT ALL TIMES WHEN VEHICLES OR EQUIPMENT ARE NOT ACTIVELY ENTERING OR EXITING.
3. A 7,000-VOLT ELECTRIC PERIMETER FENCE IS LOCATED ON THE PROPERTY AND SHALL REMAIN ENERGIZED 24 HOURS PER DAY, 7 DAYS PER WEEK, THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL EXERCISE EXTREME CAUTION AT ALL TIMES WHEN WORKING, DRIVING, STAGING EQUIPMENT, HANDLING MATERIALS, OR PERFORMING ANY OTHER ACTIVITIES IN THE VICINITY OF THE ELECTRIC PERIMETER FENCE. CONTRACTOR SHALL MAINTAIN SAFE CLEARANCES FROM THE FENCE AND SHALL NOT CONTACT, ALTER, DISCONNECT, RELOCATE, OR OTHERWISE INTERFERE WITH THE FENCE OR ITS COMPONENTS.
4. CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR DUST CONTROL AS REQUIRED BY FEDERAL, STATE, AND LOCAL STANDARDS, ORDERS OR REGULATIONS.
5. CONTRACTOR SHALL NOT DISTURB EXISTING BENCHMARKS AND PIEZOMETERS. BENCHMARKS AND PIEZOMETERS DAMAGED DURING CONSTRUCTION SHALL BE RESET BY A CA-LICENSED LAND SURVEYOR AND QUALIFIED GEOTECHNICAL OR WELL DRILLING FIRM AT NO ADDITIONAL COST TO THE AGENCY.
6. STORAGE / LAYDOWN LOCATION SHALL BE APPROVED BY THE AGENCY PRIOR TO MOBILIZATION.
7. TIMING OF WORK SHALL BE COORDINATED WITH THE AGENCY SO THAT TRAIN A IS ABLE TO REMAIN IN SERVICE THROUGHOUT THE DURATION OF THE PROJECT.
8. NEARBY FACILITIES AND INFRASTRUCTURE SHALL BE PROTECTED IN PLACE. ANY DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE AGENCY.
9. WORK BY OTHERS MAY TAKE PLACE CONCURRENTLY WITH CONTRACTOR'S WORK ON THE PROJECT. CONTRACTOR SHALL COORDINATE ITS WORK WITH AGENCY PERSONNEL TO AVOID CONFLICTS OR OTHER PROBLEMS.
10. THE AGENCY WILL PROVIDE NON-POTABLE WATER FOR CONSTRUCTION DURING NORMAL WORKING HOURS AT NO COST TO THE CONTRACTOR. CONTRACTOR SHALL FURNISH, OPERATE, MAINTAIN ALL PUMPS, FUEL CONTAINMENT, METERS, PIPING, TANKS, AND OTHER FACILITIES NEEDED TO LOAD, TRANSPORT, STORE, DISTRIBUTE, AND USE THE WATER AS NECESSARY FOR CONSTRUCTION.

PLN PLAN VIEW
1" = 70'

0 70 140 Feet

N

REV.	DATE	DESCRIPTION	BY

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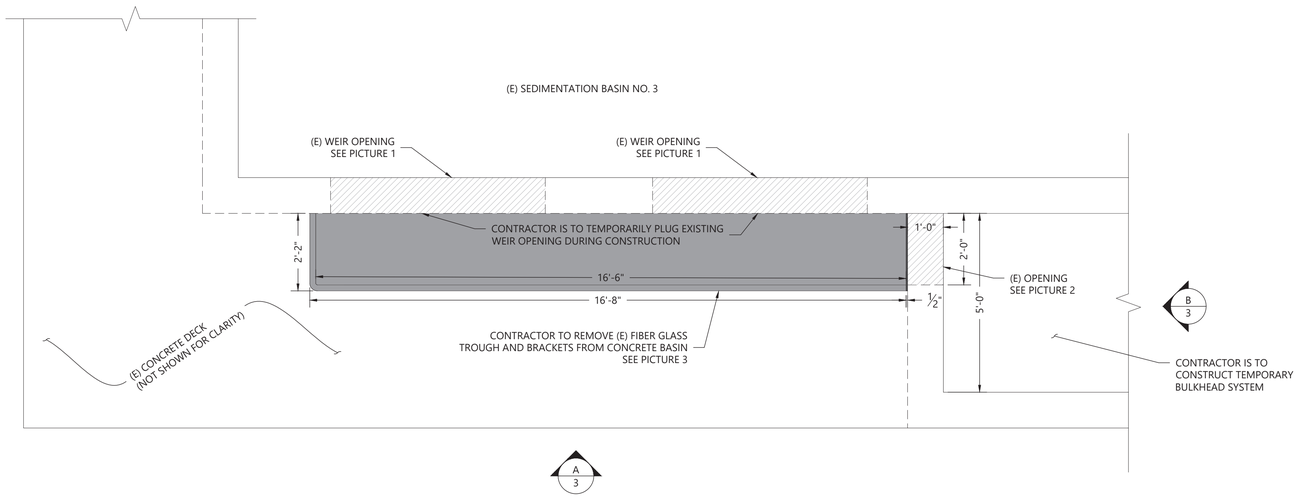
REGISTERED PROFESSIONAL ENGINEER
JASON D. HARRIS
NO. 99163
EXP. 09/30/28
CIVIL
STATE OF CALIFORNIA

SITE PLAN

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT
CONTRACT NO. KCWA NO. 2026-03

KERN COUNTY WATER AGENCY
KERN COUNTY, CALIFORNIA

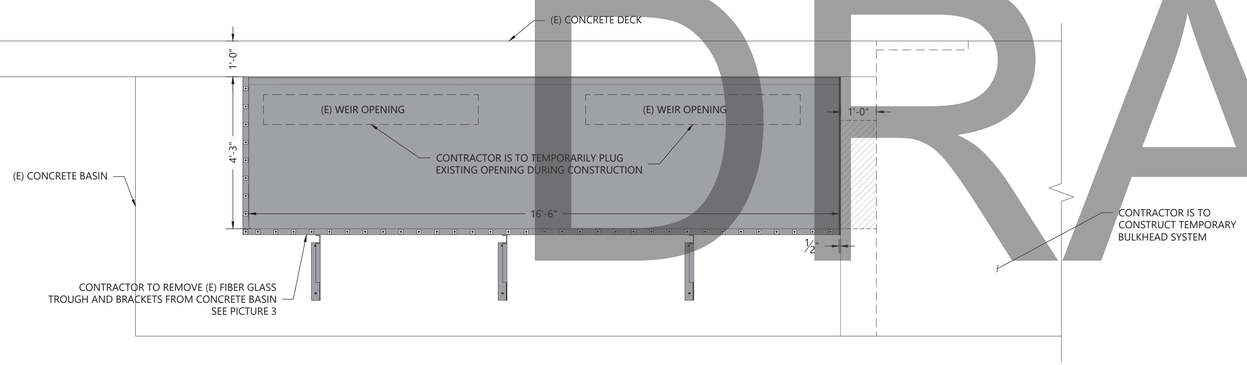
DRAWN
J. HARRIS
CHECKED
C. SKAGGS
DATE
2-Sep-26
SCALE
JOB NO.
SHEET
2
OF 6 SHEETS



PLN EXISTING BASIN PLAN VIEW
1"=2'

0 2 4 Feet

PICTURE 1

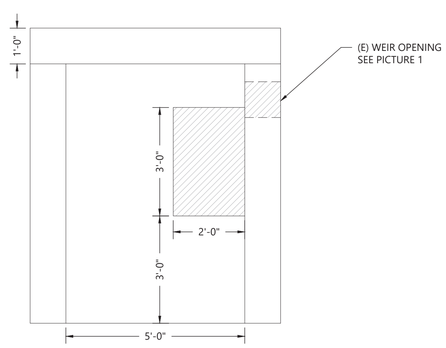


DRAFT

PICTURE 2

A ELEVATION A
1"=2'

0 2 4 Feet



B ELEVATION B
1"=2'

0 2 4 Feet

PICTURE 3

NOTES

1. TIMING OF WORK SHALL BE COORDINATED WITH THE AGENCY.
2. PRIOR TO DEMOLITION, THE CONTRACTOR SHALL INSTALL BULKHEADS AT OPENINGS (3 TOTAL) IN EXISTING CONCRETE STRUCTURE.
3. CONTRACTOR SHALL DEMOLISH ALL MATERIALS AS SHOWN HEREON AND BE RESPONSIBLE FOR THEIR REMOVAL AND DISPOSAL AT AN APPROVED LANDFILL FACILITY.

REV.	DATE	DESCRIPTION	BY

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NO. 99163
EXP. 09/30/28
CIVIL
STATE OF CALIFORNIA

DEMOLITION PLAN

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT
CONTRACT NO. KCWA NO. 2026-03

KERN COUNTY WATER AGENCY
KERN COUNTY, CALIFORNIA

DRAWN J. HARRIS
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DATE 2-Sep-26
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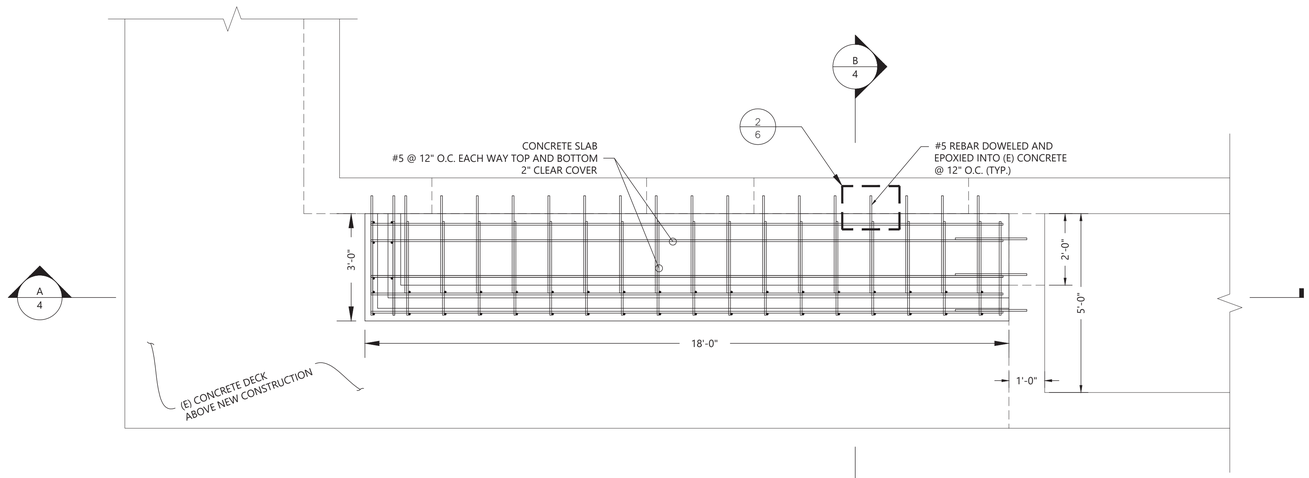
JOB NO.
SHEET 3 OF 6 SHEETS



PLN BASIN PLAN VIEW - PHASE 1

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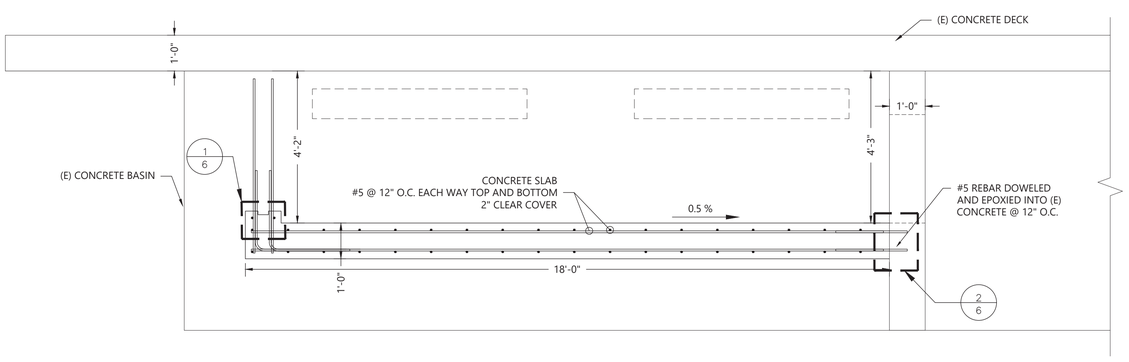
PHASE 1 CONSTRUCTION SEQUENCE NOTES

1. SANDBLAST EXISTING CONCRETE SURFACES. REMOVE ALL LAITANCE, LOOSE MATERIAL, DIRT, OIL, AND OTHER CONTAMINANTS.
2. DRILL DOWEL HOLES IN THE EXISTING CONCRETE WALL AT LOCATIONS SHOWN HEREON. CLEAN HOLES AND INSTALL DOWELS IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
3. INSTALL FORMWORK AS REQUIRED TO ACHIEVE THE DIMENSIONS AND ELEVATIONS SHOWN HEREON. FORMWORK SHALL BE SECURELY BRACED AND ALIGNED.
4. INSTALL AND TIE REINFORCING STEEL IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REINFORCING SHALL BE PROPERLY SUPPORTED AND MAINTAINED IN POSITION PRIOR TO CONCRETE PLACEMENT.
5. INSTALL SIKA 781 FLAT RIBBED PVC WATERSTOP.
6. APPLY SIKADUR 32 HI-MOD LPL EPOXY BONDING AGENT AND SIKASWELL A IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN RECOMMENDATIONS AND PROJECT SPECIFICATIONS.
7. PLACE CONCRETE AFTER ALL PREPARATION, REINFORCEMENT, AND BONDING MATERIALS ARE INSTALLED AND ACCEPTED.



A SECTION A

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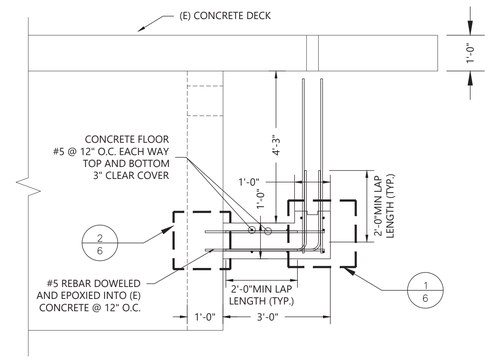

B SECTION B

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REV.	DATE	DESCRIPTION	BY

DEE JASPAR & ASSOCIATES, INC.
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8242 JACKSON ROAD, BLDG. A
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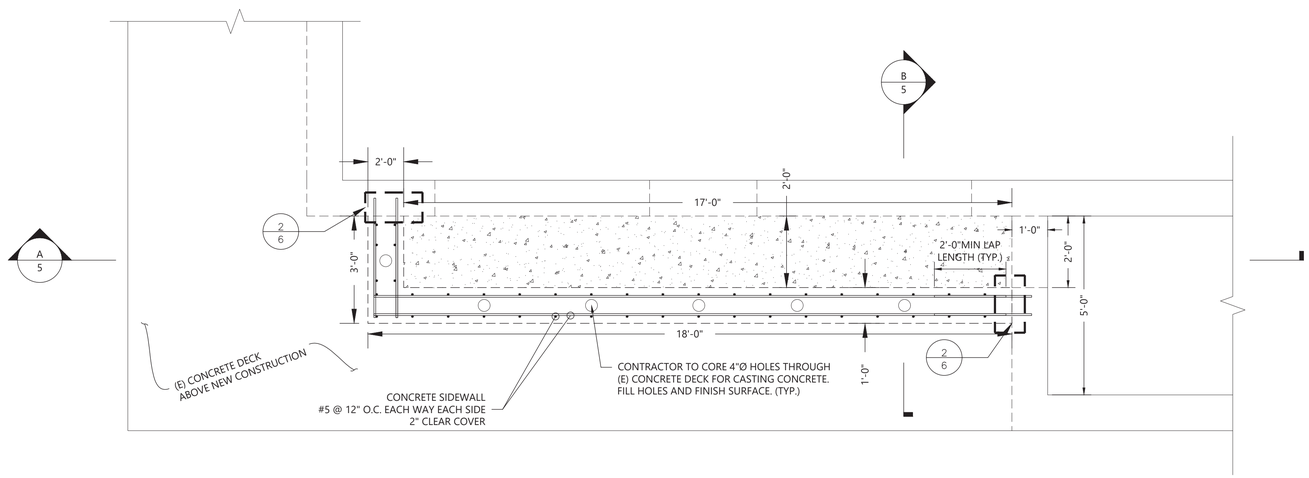
REGISTERED PROFESSIONAL ENGINEER
JACOB D. HARRIS
NO. 99163
EXP. 09/30/28
CIVIL
STATE OF CALIFORNIA

IMPROVEMENT PLAN - PHASE 1

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT
CONTRACT NO. KCWA NO. 2026-03

KERN COUNTY WATER AGENCY
KERN COUNTY, CALIFORNIA

DRAWN J. HARRIS
CHECKED C. SKAGGS
DATE 2-Sep-26
SCALE
JOB NO.
SHEET 4 OF 6 SHEETS



PLN BASIN PLAN VIEW - PHASE 2

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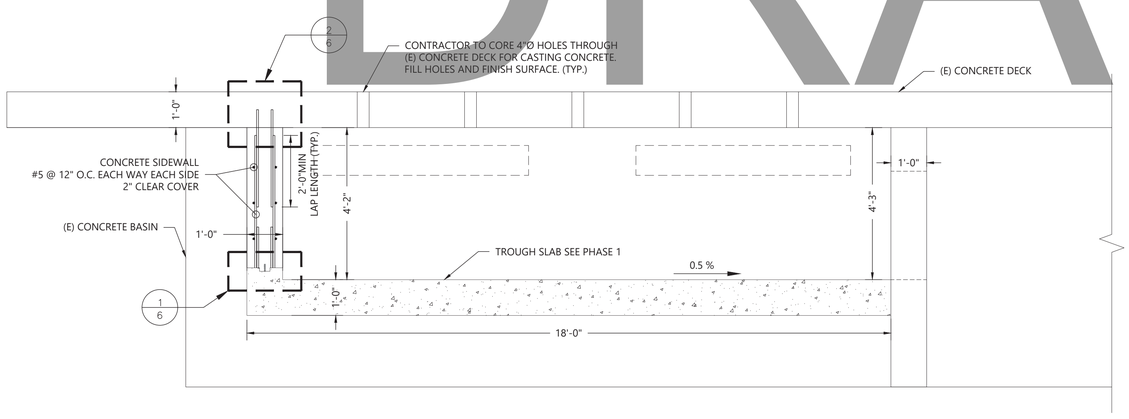

A SECTION A

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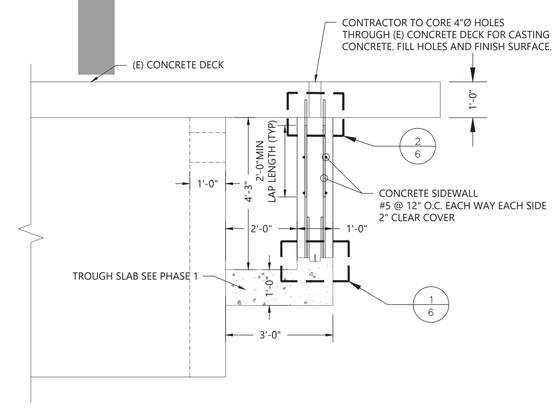

B SECTION B

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PHASE 2 CONSTRUCTION SEQUENCE NOTES

1. SANDBLAST EXISTING CONCRETE SURFACES. REMOVE ALL LAITANCE, LOOSE MATERIAL, DIRT, OIL, AND OTHER CONTAMINANTS.
2. DRILL DOWEL HOLES IN THE EXISTING CONCRETE WALL AND DECK AT LOCATIONS SHOWN HEREON. CLEAN HOLES AND INSTALL DOWELS IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
3. INSTALL INTERIOR FORMWORK AS REQUIRED TO ACHIEVE THE DIMENSIONS AND ELEVATIONS SHOWN HEREON. FORMWORK SHALL BE SECURELY BRACED AND ALIGNED.
4. INSTALL AND TIE REINFORCING STEEL IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REINFORCING SHALL BE PROPERLY SUPPORTED AND MAINTAINED IN POSITION PRIOR TO CONCRETE PLACEMENT.
5. APPLY SIKADUR 32 HI-MOD LPL EPOXY BONDING AGENT AND SIKASWELL A IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN RECOMMENDATIONS AND PROJECT SPECIFICATIONS.
6. INSTALL EXTERIOR FORMWORK AS REQUIRED TO ACHIEVE THE DIMENSIONS AND ELEVATIONS SHOWN ON THE PLANS. FORMWORK SHALL BE SECURELY BRACED AND ALIGNED PRIOR TO CONCRETE PLACEMENT.
7. PLACE CONCRETE AFTER ALL PREPARATION, REINFORCEMENT, AND BONDING MATERIALS ARE INSTALLED AND APPROVED.
8. REMOVE TEMPORARY BULKHEADS
9. REMOVE FORMWORK AFTER CONCRETE HAS ATTAINED SUFFICIENT STRENGTH TO PREVENT DAMAGE TO THE STRUCTURE AND IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
10. APPLY SIKAFLEX-1A JOINT SEALANT AT LOCATIONS SHOWN ON DETAIL 2 SHEET 6 IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN RECOMMENDATIONS.
11. APPLY CONBLOCK SH CONCRETE SEALANT TO DESIGNATED INTERIOR CONCRETE SURFACES IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN RECOMMENDATIONS.

REV.	DATE	DESCRIPTION	BY

DEE JASPAR & ASSOCIATES, INC.
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5252 LINDEN ROAD, BLDG. A
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REGISTERED PROFESSIONAL ENGINEER
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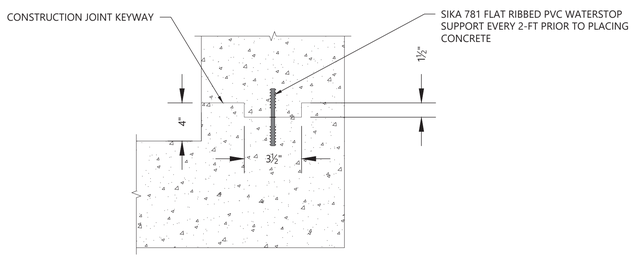
EXP. 09/30/28
CIVIL
STATE OF CALIFORNIA

IMPROVEMENT PLAN - PHASE 2

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT
CONTRACT NO. KCWA NO. 2026-03

KERN COUNTY WATER AGENCY
KERN COUNTY, CALIFORNIA

DRAWN J. HARRIS
CHECKED C. SKAGGS
DATE 2-Sep-26
SCALE
JOB NO.
SHEET 5 OF 6 SHEETS



NOTE:
CONSTRUCTION JOINTS SHALL BE CLEANED OF ALL LAITANCE, LOOSE OR DEFECTIVE SURFACE CONCRETE AND FOREIGN MATERIALS BY SANDBLASTING AND SHALL BE THOROUGHLY MOIST BEFORE CONCRETE IS PLACED AGAINST THEM.

1 CONSTRUCTION JOINT
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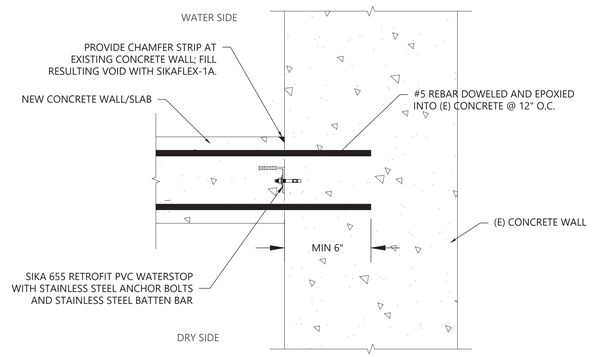
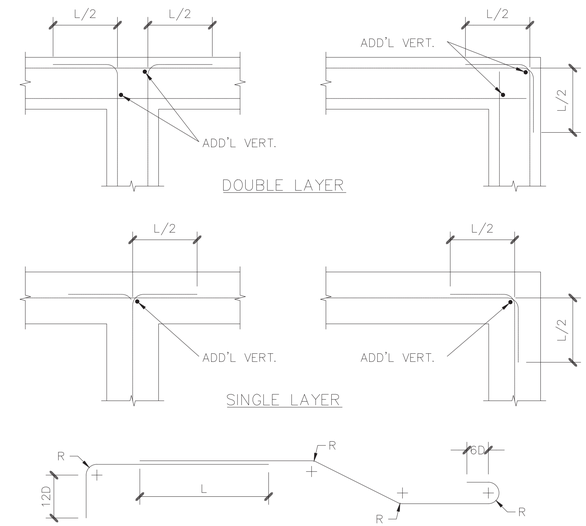


NOTE:
CONSTRUCTION JOINTS SHALL BE CLEANED OF ALL LAITANCE, LOOSE OR DEFECTIVE SURFACE CONCRETE AND FOREIGN MATERIALS BY SANDBLASTING AND SHALL BE THOROUGHLY MOIST BEFORE CONCRETE IS PLACED AGAINST THEM. APPLY SIKADUR -32 HI-MOD LPL EPOXY BONDING AGENT PRIOR TO CONCRETE PLACEMENT IN ACCORD WITH MANUFACTURE'S RECOMMENDATIONS.

2 RETROFIT CONSTRUCTION JOINT
NTS



D = NOMINAL BAR DIAMETER
R = 3D FOR #3 TO #7 BARS
R = 4D FOR #8 TO #11 BARS
L = 30D (2'-0" MIN.) FOR #3 & SMALLER BARS IN CONCRETE
L = 44D (2'-0" MIN.) FOR #4 & LARGER BARS IN CONCRETE

NOTE: CLEAR SPACING OF BARS BEING SPLICED SHALL BE GREATER THAN 2D

3 STEEL REINFORCEMENT DETAILS
NTS

DRAFT

REV.	DATE	DESCRIPTION	BY

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STATE OF CALIFORNIA

MISCELLANEOUS DETAILS

TRAIN A SETTLED WATER CHANNEL IMPROVEMENTS PROJECT
CONTRACT NO. KCWA NO. 2026-03

KERN COUNTY WATER AGENCY
KERN COUNTY, CALIFORNIA

DRAWN
J. HARRIS
CHECKED
C. SKAGGS
DATE
2-Sep-26
SCALE
JOB NO.
SHEET
6
OF 6 SHEETS

Correspondence

CFWC Activity Report

TO: Kern County Water Agency Board of Directors
FROM: Michelle Paul, Executive Director
DATE: September 9, 2026
SUBJECT: CFWC Activity Report, August 2026

Summary

August was a productive month at CFWC. I logged plenty of miles across California, visiting more than a dozen members, touring farms and water infrastructure, and connecting with people who shape water policy and public opinion, from Colusa to Imperial County. That work is already paying off through stronger relationships, expanded media engagement, new outreach opportunities, and a deeper understanding of how current water policy affects on-the-ground users.

Media Landscape and Response

August kept us busy on the water-news front. We tracked more than 2,000 articles, most focused on Colorado River operations. Key topics included the federal 10-year shortage framework, Lake Powell reaching a record low, and the Lower Basin states' two-year operating cycle. Other coverage addressed water supplies and allocations, policy and governance, climate and drought, groundwater and water rights. Overall, the tone was more negative than in recent months, with an emphasis on declining reservoirs, shortage planning, litigation, and drought monitoring.

The picture was a little brighter for agriculture. Coverage was mostly neutral, with positive stories about SGMA implementation, irrigation efficiency, farm economics, and habitat partnerships.

Editorial Outreach and Placement

Between member visits and watershed tours across the state, we made progress placing positive stories about agricultural water use. In response to a Los Angeles Times story, we submitted a letter explaining that all growers, regardless of size, location or commodity, must comply with groundwater pumping rules. It also explains that SGMA is a statewide law carried out through local groundwater plans.

I also represented the Coalition in an interview with Capitol Public Radio in Sacramento and drafted several editorials about the cost of building water infrastructure and the need to expand it as California's population grows. We look forward to seeing these pieces published in September.

Outreach

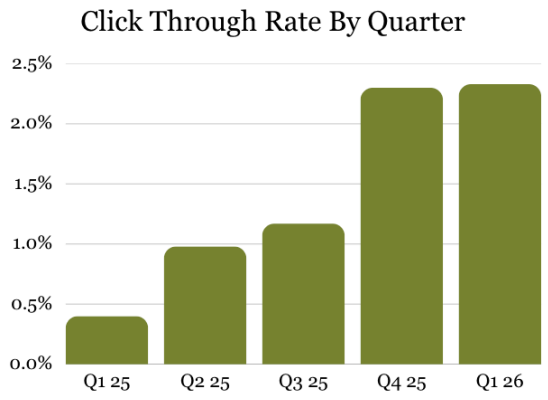
The Unified Water Plan has been released! It's available to read on waterblueprintca.com. This congressionally authorized plan estimates the Valley will face an annual water shortfall of about 2.4 million acre-feet by 2040 and proposes an $18 billion to $33 billion response. The plan provides a pathway for Congress and the state to fund projects prioritized in the Valley and urges a streamlined permitting process to ensure timely completion.

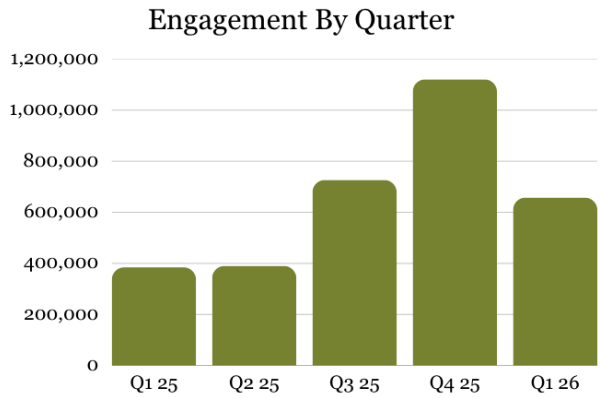
Cultivate California: Quarterly Results and Strategy

As part of our work, the Coalition manages Cultivate California, a social media program that helps people understand the connection between California agriculture, responsible water use, and the food they eat. The goal is to build appreciation and support for the role California agriculture plays in everyday life.

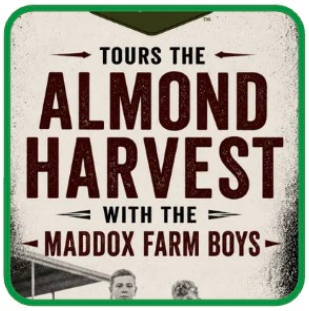
To see whether the content is reaching the right people, we track how they respond to each post. Follower growth matters, but actions such as likes, comments, shares, saves and link clicks tell us more. They show that people, including urban audiences who may be less familiar with California agriculture and water, are interested enough to engage or learn more.

The charts below show the program's performance over the past year. Click-through rate is the percentage of viewers who clicked on a link to learn more. Engagement measures how often viewers took another action, such as liking, commenting on, sharing or saving a post, instead of simply viewing it.





Top-performing posts in August:



Maddox Farm Boys Almond Harvest
Interactions: 4.1k
Views: 84.9k

People and California Agriculture
Interactions: 3.8k
Views: 88.7k

Maddox Farm Boys Calf Care
Interactions: 5.5k
Views: 81.3k

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

Phone No. (661) 634-1400

Mailing Address
3200 Rio Mirada Drive
Bakersfield, CA 93308

September 18, 2026

VIA EMAIL SacDeltaComments@waterboards.ca.gov

Chair E. Joaquin Esquivel
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

Re: Comment Letter on the August 19, 2026 Bay-Delta Plan and Staff Report

Dear Chair Esquivel and Members of the Board:

Kern County Water Agency (Agency) appreciates the opportunity to comment on the State Water Resources Control Board's (State Water Board/Board) August 2026 final draft Sacramento/Delta update to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta Plan/Plan) and the accompanying final Staff Report.

The Agency is a public agency created in 1961 by an act of the California Legislature. It serves as the local contracting entity in Kern County for the State Water Project (SWP) and is the second-largest SWP contractor. The SWP is a critical, and in much of the county, the primary source of water supply for Kern County. The Agency contracts for and delivers SWP water to municipal, industrial, and agricultural districts throughout the county, which in turn serve their own residents and retail customers; in total, water delivered through the Agency supports over 800,000 people and over 650,000 irrigated acres. Given the scale and diversity of the interests it represents, the Agency offers the comments below.

To avoid duplicating the extensive technical record already before the Board, the Agency incorporates by reference, and encloses as Attachment A, the September 18, 2026 comment letter submitted by the State Water Contractors (SWC), of which the Agency is a member. The SWC letter sets out in greater technical detail the specific provisions of the final draft Bay-Delta Plan that are inconsistent with the Healthy Rivers and Landscapes Program (HRL Program) as negotiated. We support the SWC's comments in full and submit this comment letter to convey the Agency's own perspective, which is grounded in nearly a decade of participation in the collaborative process that produced the HRL Program.

I. The Agency's Long-Standing Support for the Negotiated HRL Program

The Agency has been an active participant, alongside other State Water Project (SWP) and Central Valley Project (CVP) contractors and a broad coalition of public water agencies, in the multi-year effort, beginning in earnest in 2017, to develop a negotiated alternative to a purely regulatory update of the Bay-Delta Plan. That effort culminated in the March 2022 Memorandum of Understanding (MOU) and the Term Sheet for the Voluntary Agreements (Term Sheet) annexed thereto among the HRL parties, the California Environmental Protection

Agency, the California Natural Resources Agency, the California Department of Fish and Wildlife, and the California Department of Water Resources. The resulting HRL Program rests on four foundational commitments: a new, transparent and collaborative governance structure; system-wide functional flows managed together with new habitat; a single, science-based adaptive management program; and reliable, multi-source funding, including substantial self-imposed contributions from the participating water agencies. The Agency continues to view the HRL Program, implemented as negotiated, as the most credible available path to durable ecosystem improvement and continued water supply reliability for Kern County and the state as a whole.

II. The Draft Plan Does Not Reflect What the Parties Negotiated

The Agency is concerned that the final draft Bay-Delta Plan released in August 2026 has moved away from the governance and science principles that made the HRL Program a defensible alternative to regulation in the first place. The Agency shares, and specifically supports, the concerns detailed in the attached SWC comment letter and its Attachment 1, including that the final draft Plan:

- Adds new layers of regulation on top of existing frameworks (including new triggers tied to routine SWP and CVP operational and permitting changes, and an expanded set of Executive Director decisions that revisit matters the parties understood would remain subject to Board-level review), reintroducing exactly the kind of regulatory uncertainty and escalating compliance cost the HRL Program was designed to avoid;
- Confines the comprehensive, watershed-wide science and adaptive management program the parties negotiated to the HRL Program alone, rather than applying it Bay-Delta-wide as intended, undermining the coordinated, science-driven decision-making that was central to the MOU; and
- Substantially narrows the collaborative governance structure the parties built to promote transparency and watershed-wide coordination, while leaving the structure and enforceability of the underlying Enforcement Agreements, and the process by which parties may off-ramp from HRL commitments, materially unclear.

Individually and together, these are not minor drafting issues. They alter the basic governance model the parties agreed to and, in the Agency's view, revert significant portions of the Bay-Delta Plan to the same top-down regulatory approach that years of experience, and the HRL Program itself, were meant to move beyond, without a clear showing that the added regulation produces ecological benefit commensurate with its cost to water users.

III. Practical Consequences for Kern County

A final draft Plan that reverts to that top-down approach, without the operational flexibility and regulatory certainty the HRL Program was designed to provide, has real consequences for the communities, farms, and businesses that depend on the Agency's SWP deliveries. Reduced or less predictable SWP supplies would affect agricultural production across more than 650,000 irrigated acres in Kern County, the reliability of municipal and industrial supplies for Kern County's growing population, and the long-term viability of the region's groundwater banking and conjunctive-use programs, which depend on predictable wet-year SWP supplies. These are not abstract concerns. They bear directly on the affordability and reliability of water for a substantial and increasing share of California's population and agricultural economy.

Two provisions of the final draft Plan reach the Agency directly.

1) Section 4.4.9.1 requires HRL parties to increase flow commitments whenever a change in Project operations reduces Delta outflow below the assumed base and states the Board's intent that the water be provided by "the Department and its contractors." The Agency is the second-largest SWP contractor, the Term Sheet contained no such provision, and the obligation as drafted has no cap and no end date.

2) Section 4.4.9.3 drops footnote 10 to Table 1a of the Term Sheet, which reduced the export contribution in any year in which it would cut supplies needed for municipal and industrial health and safety; the Agency delivers those supplies through its Member Units and Improvement District No. 4.

The Agency committed water and funding in reliance on the structure the MOU and Term Sheet describe. If the final draft Plan is adopted with these provisions as written, the Agency will need to reassess the costs and benefits of these specific terms for the Member Units and Improvement District No. 4 that rely on its SWP deliveries, and reserves all rights in that evaluation and in any proceeding that follows. The Agency's strong preference, reflected throughout this letter, is to resolve these concerns collaboratively and administratively, before the Board acts to adopt a final Bay-Delta Plan.

IV. Requested State Water Board Action

The Agency respectfully requests that the State Water Board, prior to adoption:

- Revise the final draft Bay-Delta Plan to reincorporate the HRL Program's negotiated governance, science, and enforcement provisions as reflected in the MOU, consistent with the specific edits requested in the attached SWC comment letter;
- Restore a single, comprehensive science and adaptive management program applicable Bay-Delta-wide, and confirm that HRL will be implemented exclusively through the negotiated Enforcement Agreements, with a clear process for off-ramping consistent with the MOU's eight-year term; and
- Strike from Section 4.4.9.1 the requirement to provide a commensurate increase in HRL flow commitments and the stated intent that the water be provided by the Department of Water Resources and its contractors; restore Term Sheet Appendix 1, footnote 10 in Section 4.4.9.3; and
- Provide the coalition of MOU signatories a further, near-term opportunity to work directly with Board staff to resolve these issues collaboratively before the Board's October 28 to 29, 2026 hearing, so that adoption can proceed on a record that reflects the negotiated HRL Program rather than a departure from it.

V. Conclusion

The Agency raises these concerns because it takes seriously both the promise of the HRL Program and the risk of losing it. The State's own leadership has pointed to HRL as a model for managing California's water collaboratively, through science rather than through conflict, and the Agency agrees that this remains the right goal, even as it insists that the final Bay-Delta Plan deliver on it. The Agency remains committed to working with the Board, its staff, and its coalition partners in the weeks ahead to find a path back to the program the parties negotiated: one that is good for fish and wildlife, good for the communities and farms of Kern County, and durable enough to earn the confidence of everyone who will have to live with it for years to come. We appreciate the Board's consideration of these comments and stand ready to continue this work together.

Sincerely,

Eric L. Averett
General Manager

Enclosure:
Attachment A - State Water Contractors Comment Letter and Attachment 1, dated September 18, 2026

cc: Wade Crowfoot, Secretary for Natural Resources, California Natural Resources Agency
Yana Garcia, Secretary for Environmental Protection, California Environmental Protection Agency
Dorene D'Adamo, Vice Chair, State Water Resources Control Board
Jared Blumenfeld, Member, State Water Resources Control Board
Sean Maguire, Member, State Water Resources Control Board
Nichole Morgan, Member, State Water Resources Control Board
Meghan Hertel, Director, California Department of Fish and Wildlife
Thomas Gibson, Director, California Department of Water Resources
Eric Oppenheimer, Executive Director, State Water Resources Control Board
The Honorable Vince Fong, Member of Congress, U.S. House of Representatives

ATTACHMENT A

September 18, 2026

Delivered Via Email: SacDeltaComments@waterboards.ca.gov

Chairman E. Joaquin Esquivel
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

Re: Comment Letter: Final Draft Bay-Delta Plan

Dear Chair Esquivel, Board Members and staff:

The State Water Contractors (SWC) appreciate the State Water Resources Control Board's (Water Board) ongoing efforts to address the concerns of the water rights holders and operators of our systems and to seek solutions for an updated Water Quality Control Plan (Bay-Delta Plan) that appropriately balances protection of all beneficial uses. We all understand that the water supply reliability of our system is directly tied to its ecosystem health, and we are dedicated to actions, research, and decision-making that effectuate the improvement of both.

The Bay Delta Plan will directly affect the water supply available for nearly every Californian, affecting the millions of acres of farmland that feed the state and the nation, and the State's future livability and affordability. As drafted, the Bay Delta Plan could halt future water supply development, even when there are clearly opportunities to develop water under very wet conditions, and discourage regulatory updates to SWP and CVP operations that reflect advances in the best available science. The old top-down regulatory approach has been shown to be ineffective, causing water costs to escalate without generating measurable returns on those investments. The State needs partners, and the water community stepped up by creating the Healthy Rivers and Landscapes Program (HRL).

As you know, the SWCs have been a collaborative and productive partner in the development of the HRL since 2017. We worked with nearly all other water rights holders and operators in the system, along with Water Board staff, to develop an HRL that was ultimately endorsed by the HRL parties, CalEPA, California Natural Resources Agency, California Department of Fish and Wildlife, and California Department of Water Resources resulting in the March 2022 MOU. HRL as proposed is based on how the water system is and can be operated, best available science, and water availability. HRL includes significant new water dedicated to the environment, thousands of acres of new habitat designed to maximize the ecosystem benefits of environmental water, and funding to make it all happen. We proposed scientific investigation and adaptive management that would be jointly pursued and implemented in a transparent way that allows all interested parties to participate and learn together.

STATE WATER CONTRACTORS
SWC
Served by the State Water Project
FOUNDED IN 1982

DIRECTORS

Chris Lee
President
Solano County Water Agency

Peter Thompson
Vice President
Central Coast Water Authority

Brad Coffey
Secretary-Treasurer
Metropolitan Water District of Southern California

Stephen Cole
Santa Clarita Valley Water Agency

Adnan Anabtawi
Mojave Water Agency

Robert Cheng
Coachella Valley Water District

Valerie Pryor
Alameda County Flood Control and Water Conservation District, Zone 7

Craig Wallace
Kern County Water Agency

Jacob Westra
Tulare Lake Basin Water Storage District

General Manager
Jennifer Pierre

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Unfortunately, the HRL included in the current Bay Delta Plan is not what was proposed. It has been turned into a regulatory program with many new layers of bureaucracy that unnecessarily hinder implementation and drive-up costs, and we are concerned will result in confusion and conflict. We have repeatedly objected to the re-writing of HRL.

In summary, the HRL has been fundamentally changed in the following ways:

- **New Regulation**: The regulatory scope has increased, layering new obligations over existing regulatory frameworks, specifically the ESA and CESA consultations. There is also a new and expansive list of Executive Director decisions that largely re-visit previously approved Board actions adding regulatory uncertainty.

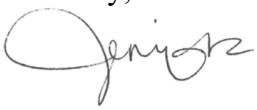
- **No Comprehensive Science Program**: The robust science program that has been collaboratively developed to implement a meaningful research and monitoring program in the Delta has been limited to the HRL rather than the Bay Delta Plan as a whole as intended, creating confusion and potential inefficiencies in developing and implementing a Delta comprehensive science and research program.

- **Lost Governance Structure**: The governance structure meant to promote watershed-wide collaboration and transparency is largely removed from the HRL, causing significant uncertainties for HRL parties due to lack of clarity on enforcement agreements among other changes, such as early termination.

Even in light of the serious issues we and others have raised, there is still a path to recover HRL and get back on track. We stand ready to work with the Water Board to ensure that the HRL that is ultimately adopted provides meaningful contributions to improve fish and wildlife conditions through the Bay Delta Plan implementation, while balancing all other beneficial uses. We hope that this will not be a missed opportunity.

The SWC are providing the attached comments on the major components of HRL description in the Draft Bay Delta Plan that undermine the fundamental concepts of the program, as well as other implementation issues that concern other components of the plan. We continue to be hopeful that our concerns and the concerns of the water community will be addressed so the HRL is included in the Bay Delta Plan, adopted and implemented to the benefit of all uses. The future of California depends on it.

Sincerely,



Jennifer Pierre
General Manager

Attachment 1
Specific Comments
2026 Draft Bay Delta Plan

I. Introduction

The SWC are providing comments on the major changes in the Draft Bay Delta Plan to the HRL that undermine its success. The SWC have comments about other aspects of the Draft Bay Delta Plan as well, including UIF implementation by regulation, the definition of new water supply projects, UIF accounting, and south Delta salinity.

II. Unresolved Problems with HRL Program Description

Through multiple State administrations, it was agreed that the HRL would be developed in cooperation with the State with a goal to:

> …negotiate durable and enforceable Voluntary Agreements that will be approved by applicable regulatory agencies, will represent the program of implementation for the water quality objectives for the lower San Joaquin and Sacramento Rivers and Delta, and will forego an adjudicatory proceeding related to water rights, and will resolve disputes among the parties regarding water management in the Sacramento- San Joaquin Delta Watershed.[1]

The Public Water Agency HRL Parties agreed to this approach and developed significant contributions of new flow and new physical habitat with funding for a comprehensive science program and governance structure in exchange for regulatory commitments. Contrary to the cooperation highlighted in the 2022 MOU, there have been changes to HRL that did not originate from or supported by the HRL parties. We ask that the most significant of those changes be reconsidered.

A. Protection of Baseline Flow

Draft Bay-Delta Plan, Section 4.4.9, Protection of Base Flows requires review of SWP and/or CVP operations every time there is a change in long-term operations regardless of whether it has an impact on the new contributions of flow under HRL. This section is inconsistent with the MOU that states:

> **4.1** The VA flows described in Appendix 1 will be additive to the Delta outflows required by Revised Water Rights Decision 1641 (revised D-1641) and resulting from the 2019 Biological Opinions, although the 2019 Biological Opinions may be modified, including to resolve litigation concerning those opinions.[2]

Rather than interpret this MOU section as stating that HRL flows are new as measured by the defined regulatory condition, the Draft Bay-Delta Plan effectively prohibits all future changes in SWP and Central Valley Project (CVP) operations through a new requirement that imposes a "commensurate increase in HRL flow commitments to address any such reduction in Delta

[1] Memorandum of Understanding Advancing Term Sheet for the Voluntary Agreements to Update and Implement the Bay-Delta Water Quality Control Plan, and Other Related Actions, p. 1, Recital G.
2 *Id.* at Term Sheet, p. 5, Section 4.1.

outflow" every time the SWP and CVP receive a new Endangered Species Act (ESA) permit.[3] Even when establishing this baseline, the MOU acknowledged that SWP and CVP operations "may be modified," but this new language is contrary to that acknowledgement. This new flow obligation would also apply to adaptive management and real time operations within the 2024 ESA permits as the Draft Bay-Delta Plan extends the baseline requirement to "…other operational changes that result in a substantial reduction in Delta outflow." [4]

In our February 2026 comments we explained the following fundamental problem with the Protection of Baseline approach stating:

> It seems that the concern about the SWP and CVP Endangered Species Act permitting is being intensified by recent changes to the state and federal Long-Term Operations Plans (LTO). The recent changes in the CVP's LTO adopting Action 5 are reasonable and protective of endangered species. Action 5 only changed a small subset of CVP operations. It removed Fall X2 based on the published findings of the Delta Smelt Life Cycle Model that concluded that Fall X2 is not meaningfully contributing to species abundance. Fall X2 is a high-water cost action with very low potential benefits, so it's removal was reasonable. In fact, since 2008, we, DWR, Reclamation and others have spent millions of dollars studying the Fall X2 Adaptive Management Action, and there have been numerous publications that support its ultimate offramping. This is how adaptive management should work. Action 5 has the potential to change Old and Middle River (OMR) export operations, adopting a real-time risk assessment approach rather than the prior prescriptive requirements that cannot be adjusted to consider real-time conditions. Ultimately requires the CVP to operate to meet -5,000 cfs OMR flow requirement for majority of the winter-spring season, which is also a reasonable and protective approach, similar to what has been implemented in the past, including under the 2008-2009 biological opinions. These types of science-based changes to the state and federal LTO should be supported by the Water Board, and not hampered by the inclusion of these provision in the WQCP.

We are perplexed by the Water Board's response to this comment. The Response to Comment generally referred us to Common Response 1.3 and to the "Scientific Knowledge" section of Chapter 3. This Response to Comment misunderstands our point which is that changes in long term SWP and CVP operations are based on adaptive management and updated science, so there should not be an assumed impact to beneficial uses merely because a SWP operation changed. We would further point out that the science discussion in Chapter 3 is outdated, which also supports our point that the pace of scientific research is quick, but the Water Board processes are comparatively slow, making the Water Board a sub-optimal forum for adaptive management and real-time operational decisions. The language in the Draft Bay Delta Plan goes further than earlier proposals as the Protection of Baseline provisions would potentially be triggered by any adaptive action, falling under "other operational changes", a change that heightens our previously stated concerns rather than reduce them.

<u>Requested edit</u>: This section should be revised to ensure that adaptive management actions already approved by the state and/or federal fishery agencies are not further burdened by process, and that

[3] Draft Bay-Delta Plan. p. 66.

[4] Draft Bay-Delta Plan, p. 66 [The definition of a "Relevant Change" includes, "other operational changes that result in a substantial reduction in Delta outflow."]

Water Board actions are only taken when necessary to provide reasonable protection of beneficial uses of water based on the written record.

B. Implementation of Interior Flow Narrative Objective

The SWC objects to the implementation of the new Interior Flow Narrative Objective being the sole responsibility of the SWP and CVP.[5] While we appreciate certain edits that were made to Section 4.4.4.1 in the current Draft Bay-Delta Plan as compared to the prior version, the fact that only the SWP and CVP are responsible for meeting this objective has not changed.

We have commented on this previously, saying that there is no administrative record to support imposing yet another Bay-Delta Plan implementation responsibility on the SWP and CVP. We explained that the published literature estimated that SWP and CVP existing regulatory compliance is in the range of 4 MAF and 10 MAF, and the Water Board has never provided a rationale to explain why it is in the public interest or how Water Code §13241(d) (economic considerations) were considered to justify the imposition of new implementation obligations on the SWP and CVP that are higher than the existing millions of acre-feet already provided to support the Delta ecosystem.

In response to our prior comment, the Water Board seemed to quibble with the estimate of compliance, saying it is more like 5 MAF, but did not directly address our comment.[6] As it relates to our Public Trust comments, the Response to Comment said, "to the extent this commenter believes that four pages are intended to satisfy the State Water Board's obligations under the Porter-Cologne Act and Public Trust Doctrine, they are mistaken,"[7] but it did not direct us to where we could find documentation of the balancing of the public interest. Apparently to justify the new requirement, the Response to Comment simply repeated a broad summary of the types of impacts the SWP and CVP may have and made no effort to consider the large regulatory commitment the SWP and CVP are already providing and whether it was in the public interest to further regulate the SWP and CVP.[8]

We have also previously explained that managing fish salvage and determining whether SWP and CVP operations are "consistent" is in excess of the Water Board's water quality authority.[9] The Water Board does not have the authority under its water quality authority to require that the SWP and CVP operate "consistently" with each other or to manage fish salvage, which is unrelated to water quality because it is not a "chemical, physical, biological, bacteriological, radiological, and other properties of water that affects its use."[10] The Response to Comment did not directly respond to our comment, instead referencing general descriptions of law.

<u>Revised Edit:</u> We request that the implementation obligation be broadened to include the entire watershed and that this narrative objective be implemented by: (1) actions required under the HRL

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[5] In Response to our comment on this issue (Comment Letter 1087, Comment Number 12), the Water Board was confused as to why we thought we were solely responsible for the Stockton dissolved oxygen (DO) requirement. We did not mention anything about the Stockton DO requirement.
[6] Response to Comment, Letter 1087, Comment 31.
[7] Response to Comment, Letter 1097, Comment 32.
[8] Response to Comment, Letter 1087, Comment 36.
[9] Comment Letter 1087.
[10] Wat. Code §13050(g).

or by bypassing a percent of unimpaired flow, and (2) other complementary actions or measures, which are: (a) actions required to implement all other fish and wildlife objectives set forth in Table 3 of the Bay-Delta Plan, and (b) other measures that state, federal, and local agencies and other entities must take to protect fish and wildlife, such as addressing invasive species, predation, harvest, and angling. We further request that references to "consistent" SWP and CVP operations and "implementation measures...required pursuant to the State and federal Endangered Species Act requirements for the operations of the CVP and SWP export facilities," be struck.

C. Enforcement Agreement

The Draft Bay Delta Plan changes the core component of the HRL. This is important because it is a deviation from the foundational collaborative concept of the program being implementation by Enforcement Agreement containing mutual commitments between the Water Board and all of the major diverters in the watershed. That commitment is missing from the Draft Bay-Delta Plan.

The HRL described in the MOU relies on a framework of agreements that obligate HRL parties to the Water Board and obligate the HRL parties to each other. In relevant part, the MOU Term Sheet states:

- **7.1** The VAs will become effective on the date the Government Code section 11415.60 Agreements are executed. The VAs will remain in effect for a term of 8 years after the effective date…[11]

- **7.2** The State Water Board will have authority to enforce the flow and non-flow measures relying on Water Code authorities, as provided in the Government Code Section 11415.60 Agreements. The agreements will specify responsible parties and conditions precedent for implementation and related liability for enforcement…[12]

- **7.3** Through the Government Code Section 11415.60 Agreements, the State Water Board will provide assurances that the VAs state the total obligations of the VA Parties to implement [the narrative objectives]…[13]

Contrary to this language, the Draft Bay Delta Plan at p. 65 states that:

> The State Water Board may issue Government Code section 11415.60 decisions by settlement or other decisions, orders, or regulations to enforce HRL commitments in accordance with the below provisions. The holders of the HRL water rights are referred to throughout this section as HRL participants for ease of reference; however, the VA pathway is only applicable to the HRL water rights identified in Appendix B.1, as they are being exercised at the time of Plan adoption by the State Water Board. Inclusion in the VA pathway for the HRL water rights listed in Appendix B.1 is contingent on the HRL commitments being met for that source. HRL participants may also hold water rights that are not included in the VA pathway.

[11] *Id*. at Term Sheet, p. 7, Section 7.1.
[12] *Id*. at Term Sheet, p. 7, Section 7.2.
[13] *Id*. at Term Sheet, p. 8, Section 7.3.

This Bay-Delta Plan language is inconsistent with the MOU because it does not state that the only implementation approach is through agreements under Government Code section 11415.6, rather it indicates that enforcement could occur through "other decisions, orders, or regulations to enforce HRL commitments." We object to any other implementation pathway other than through an Enforcement Agreement. A related problem is that because the Draft Bay-Delta Plan fails to indicate that HRL parties commit to the program by signing an Enforcement Agreement, it is unclear how a HRL party would opt-in. As written, a regulation could be passed that commits every water right in Appendix B.1 to HRL without their affirmative consent, which would undermine the foundation of HRL.

Requested Edit: Modify Section 4.4.9 to state that HRL will be implemented through Enforcement Agreements and that the signing of the Enforcement Agreement is how diverters in the watershed enter the HRL.

D. Shift From Collaborative Implementation

The changes to HRL include a significant increase in number of decisions to be made by the Executive Director related to implementation. The MOU focused on collaboration and regular reporting to the Water Board as it relates to implementation. The dramatic increase in Executive Director decisions in the Draft Bay Delta Plan removes the collaboration dynamic between the HRL participants and the Water Board, while also substantially increasing costs and uncertainty as it relates to implementation. The MOU discussions in 2022 focused on permitting streamlining to ensure timely implementation, but the HRL in the Draft Bay Delta Plan is the other extreme representing a heavy bureaucratic burden to the extent that implementation success could be seriously impacted for reasons beyond control of the HRL parties. When we made this comment in previous letters, the Response to Comment was simply that the Water Board considered all comments.[14] This is not responsive to our comment.

There are multiple examples of this shift away from collaboration to heavy regulation and necessarily burdensome Executive Director review, as follows:

- Review of HRL Water Rights: This process requires:
    - "HRL participants must demonstrate that the water purchase would provide benefits to native fish and wildlife."[15]
    - If HRL is being implemented, the Water Board has already determined that the flows benefit fish and wildlife. This requirement appears to revisit the Water Board decision to adopt HRL.
    - "Within 6 months of adoption of the current Plan amendments, HRL participants will provide a list of the specific water rights for each HRL water source, including water rights proposed for purchases, and any substantiating information requested by the Executive Director, that could be dedicated instream."[16]

[14] Response to Comment, Letter 1087, Comment Number 17.
[15] Draft Bay-Delta Plan, p. 68.
[16] *Id.*

- If HRL is being implemented, the Water Board has already approved all of the water right contained in Appendix B.1 as being part of the program. This requirement appears to revisit this Water Board decision regarding participation in HRL.

- "The State Water Board will notify the public and provide a 30-day comment period for comments on whether the dedication will injure other legal users of water, unreasonably affect fish and wildlife or other instream uses, or increase instream uses, or increase the amount of water that would have otherwise been used under that right."[17]

- There is an existing Water Board process for water transfers that already addresses these issues, and there should be no additional process for water rights that are already listed in Appendix B.1.

Section 4.4.9.5, Non-Flow Habitat Restoration Commitments, is another example. There are countless Executive Director approvals for every aspect of habitat restoration, including but not limited to design criteria regulating the size of the substrate, stones, trees, bushes, logs and grass, and the length of water inundation. There is a process for design approval and modifications to design approval. There is a process for when habitat designs are rejected. There is even a new requirement that, "HRL habitat restoration projects must be maintained to provide for no reduction in habitat quality for at minimum the duration of the VA pathway."[18] While we certainly understand the need to maintain restored habitat, a "no reduction" standard seems to include aspects of a project that are beyond the HRL parties' control, like natural variations in the maturation and performance of projects over time.

Requested edit: In addition to a general recognition that the layers of Executive Director decision-making and reporting need to be streamlined during implementation, we request a specific edit to the new habitat language at Draft Bay Delta Plan p. 86 as follows:

> HRL habitat restoration projects will ~~must~~ be maintained as needed based on assessments ~~to provide for no reduction in habitat quality for at minimum the duration of the VA pathway~~ following potential functionality-altering events over the duration of the VA.

E. Protection of Implementation Flows and No Redirected Impacts

The MOU contained commitments in Sections 8.1 and 8.2 that the Water Board would protect all HRL flows from unlawful diversion and committed to no redirected impacts, particularly as it relates to no backstopping of flows by the SWP and CVP. We appreciate the Draft Bay-Delta Plan statement regarding no redirected impacts at p. 69 that:

> …that HRL participants, including the CVP and SWP, will not be expected to backstop the commitments of other HRL parties or parties subject to the unimpaired flow regulatory requirements in Sections 4.4.2.2 and 4.4.2.6.

Unfortunately, there is no mechanism for meaningful enforcement. An enforcement methodology is only effective to the extent that actual diversions and water rights are known. In response to our

[17] *Id*.
[18] Draft Bay Delta Plan, p. 86.

prior comments on this issue, the Water Board acknowledged that it requires more complete water right reporting; and while the Water Board was confident that reporting will improve, we are less confident based on how the existing reporting regulations are being implemented, particularly in the Delta. The lack of water right reporting has been a long-time issue for the Water Board. If the Water Board is unable to effectively enforce, the SWP and CVP would end up unintentionally backstopping the regulatory commitments of other water users. It is for this reason that we made the following comment in an earlier letter that:

> the Delta Accounting Procedures described at page B.1-3 should describe how the water supply of the CVP and SWP (the "Projects") will be protected if the required HRL flows do not materialize; the Projects have not agreed to any additional water supply impacts beyond the term of the HRL Program. Language should be added stating that the avoidance of redirected impacts is addressed through monthly reporting of whether anticipated regulatory outflow was present when the Projects made a flow bypass ("foregone exports"), with a provision that includes Project recovery of lost water supplies. New language should also allow an updated calculation of salinity offsets and system losses, as new information is available.[19]

Water Board's response to this comment stated:

> The implementation methodology will protect the VA flows from diversion by other water users. If the VA flows are not provided, the VA pathway could be subject to termination or modification for lack of compliance.[20]

We find this Response to Comment confusing since we provided a recommendation for how to implement prevention of backstopping and were not suggesting that the HRL would not be fully implemented. We assume our comment was misunderstood. We were outlining a method for ensuring that if the SWP and CVP end up unintentionally backstopping the missing water contribution from another implementing entity, there would be a process for making the SWP and CVP whole. Since the SWP and CVP have to assume regulatory flows are present when operating, unintentional backstopping of non-SWP and non-CVP commitments can occur. Through an accounting and meet-and-confer process, the SWP and CVP could have a process for recovering lost water supplies.

<u>Requested edit</u>: Add the requested language to flow accounting as requested in our prior comment.

F. Process for Off-Ramping HRL

We continue to be concerned that the process for off-ramping HRL prior to year 8 is unclear. We asked for clarification in our prior letters, but the only response was the Response to Comment boilerplate language stating that all comments were considered.[21] This is an insufficient response. The Water Board is aware that the public water agencies continue to object to UIF even though they intend to participate in HRL. However, if this language is not clarified, legal challenges to UIF may need to be brought immediately after the adoption of the Bay Delta Plan because it is not

[19] Response to individual comments, Letter 1132, Comment 9.
[20] Response to Comment, Letter 1132, Comment 9.
[21] Response to Comment, Letter 1087, Comment 22.

clear that legal challenges can be brought later, even acknowledging that the regulation to implement UIF has not been adopted.

Requested edit: Revise language to clarify that the language on Draft Bay Delta Plan p. 101 (Red Light) applies to any Water Board decision to off-ramp HRL parties or terminate HRL.

G. SWP and CVP HRL Commitment Shortage Tracking and Making Up of the Shortages

The revised Chapter 13 p. 13.3-18 includes new language that requires SWP and CVP to track any shortages in HRL commitments because of health and safety exports, request approval by the Executive Director for incurring shortages, and it requires that the SWP and CVP provide flow equivalent to the shortages in a future year.

This is inconsistent with the footnote 10 in Table 1a of 2022 MOU.[22] The MOU never contemplated tracking shortages and providing equivalent flow in the future years. Also, based on the Water Board's modeling, the HRL volumes offered by SWP and CVP are expected to vary from year to year (sometimes more, sometime less than the volumes in the Table 1a of 2022 MOU) because of operational limitations related to: (1) relying only on curtailment of exports of unstored water to meet SWP and CVP HRL commitment, (2) maintaining 1,500 cfs health and safety pumping, and (3) changing water year type forecast from March through May during implementation. It is reasonable that implementation would vary because it is not possible for the SWP and CVP to exactly hit the flow target every year.

Revised edit: Revise the existing text in Chapter 13 to acknowledge that the HRL flows from SWP and CVP exports can vary from year to year for the reasons stated above, and that compliance will be determined over multiple years. A consistent statement should be added to the Bay Delta Plan section B.1.5.

III. Concerns Related to Non-HRL Implementation

A. UIF Accounting

The Draft Bay Delta Plan is internally inconsistent. The flows provided through the UIF approach may contribute to meeting the requirements of D-1641, but the Draft Bay Delta Plan makes contrary statement at multiple locations. The Draft Bay Delta Plan Response to Comments states:

> The SWP and CVP remain responsible for all requirements placed on their water rights, including those from D-1641. However, the SWP and CVP would only be responsible for meeting those requirements **if they are not incidentally met by flows provided pursuant to the regulatory pathway of the revised proposed Plan amendments**.[23]

This description of UIF implementation is consistent with the Water Board's modeling of all UIF alternatives. However, the Draft Plan also includes language stating that UIF flows have to be

[22] MOU Footnote 10 ["If, in any year, this level of Exporter contribution would reduce supplies that would otherwise be provided to Exporters to protect M&I Public Health and Safety, then the Exporter contribution will be reduced to avoid reduction of M&I Public Health and Safety water, consistent with operations contemplated in D-1641 and the biological opinions for the coordinated operations of the CVP and SWP to protect health and safety water supplies."]
[23] Response to Comment, Letter 264, Comment 26, emphasis add.

protected by the SWP and CVP. The Draft Bay-Delta Plan at p. 48 states in the UIF implementation section that:

> Water that would otherwise be available under the water right's priority of right that is bypassed or released from storage to meet inflow requirements is not abandoned and is not available for diversion….

And, the Draft Bay-Delta Plan states at p. 74 that:

> All diverters in the Delta watershed, including the SWP and CVP, must also bypass…Delta outflow commitments above base conditions, as well as other flows provided by non-HRL water rights, that are above base conditions, to meet Bay-Delta Plan regulatory requirements…"

And at p. 67 that:

> HRL flow commitments are in addition to flows resulting from flows provided by non-HRL water rights pursuant to the Bay -Delta Plan…

And in Flow Accounting at p. B.1-3:

> As provided in Bay-Delta Plan Section 4.4.9, HRL flow commitments are in addition to flows provided by water rights not covered under the VA pathway pursuant to the Bay-Delta Plan, including the lower San Joaquin River (LSJR) flow requirements and other flows required from Sacramento River, Delta, and tributaries that are not part of the VA pathway, as well as other instream flow dedications, including Water Code section 1707 instream flow dedications to the extent applicable. Provisions for protection of tributary and Delta outflows resulting from the non-VA pathway Sacramento/Delta inflow, cold water habitat, and inflow-based Delta outflow objectives and from the LSJR flow objectives will be developed with the implementation methodology. This accounting document will be updated as appropriate.

If the SWP and CVP were required to protect the UIF flows, the SWP and CVP would have to over-comply with D-1641 in quantities equivalent to UIF flows. This implementation of UIF would be inconsistent with the Water Board's own language in section 4.4.2.7, which states that contributions to the inflow-based Delta outflow objective will contribute to meeting the base Delta outflow objectives. Furthermore, this implementation will be inconsistent with the modeling of all UIF alternatives and therefore outside of the analysis in the Staff Report. The water supply impacts on all SWP and CVP service areas would be even more significant than reported in the Staff Report. This implementation would also be contrary to the Water Board's response to comment.

<u>Revised edit</u>: Strike above referenced sentences prohibiting contribution of UIF flows to meeting base Delta outflow objectives and SWP and CVP diversion of UIF flows, and indicate that the resolution of this issue will be part of the future decision regarding UIF implementation.

B. Bay Delta Plan Implementation

We continue to be concerned about the position taken in the Draft Bay Delta Plan at pp. 4-5 that, "Generally, if requirements contained in the Bay-Delta Plan differ from those contained in any

water right order or water quality certification, the more stringent requirement would control." We believe that our prior comment on this topic was misunderstood as the Response to Comment stated:

> The first excerpt is clarifying that more stringent requirements control and does not specify that the Bay-Delta Plan would override other State Water Board orders or decisions. The second excerpt makes no reference to other State Water Board orders or decisions.[24]

This response does not make sense because, for example, if the Draft Bay Delta Plan is more restrictive than D-1641, the language in the Draft Bay Delta Plan would mean that the Draft Bay Delta Plan would control. However, in our example, to be consistent with law and prior Water Board orders, the SWP would have to comply with D-1641 and not the language in the Draft Bay Delta Plan, regardless of which is more restrictive. We are concerned that this language, unless modified, would cause legal risk.

Requested Edit: Strike the sentence, "Generally, if requirements contained in the Bay-Delta Plan differ from those contained in any water right order or water quality certification, the more stringent requirement would control."

C. UIF Implementation Through Curtailments

We do not believe that the Water Board has the legal authority to implement UIF by regulation, including by exercising California Constitution Art. X, Section 2 authority with no individualized determination of "waste" or unreasonable method of diversion. Further, the Water Unavailability Methodology used in prior droughts contains significant assumptions that are particularly inappropriate in a non-emergency context, including the use of water diversion data that is not contemporaneous with implementation, being from years prior.

We have previously made this comment. In the Water Board's response to our comment from 2023, it simply doubled down on the existing language and said that the "commenter provided no basis for the claim that calculations cannot be used in regulations."[25] We made this comment again in February 2026, and the Response to Comment was boilerplate that is not responsive to our comment.[26]

D. Definition of "New Water Supply Projects"

The definition of "new water supply projects" is overly broad because it includes diversions under existing water rights that use existing facilities.[27] This is particularly unreasonable because the result could be a diverter having two different implementation obligations under the same water rights and diversion facilities, resulting in an implementation quagmire. The default to 55% UIF is also problematic because the water supply impact is significant and will make it very difficult to develop new water supplies. The requirement where new projects default to 55% UIF and must stay at that level until the next annual or periodic review, seems punitive as new projects should

[24] Response to Comment, Comment 1087, Comment Number 16.
[25] Response to Comments, Letter 264, Comment 6.
[26] Response to Comment, Letter 1080, Comments 9-10.
[27] Draft Bay Delta Plan, p. 47, Footnote 5.

be able to work with the Water Board to secure the appropriate level of implementation responsibility immediately before operation rather than wait for the next review.

Requested edit: We support new diverters having an obligation to implement the Bay Delta Plan. However, the nature and extent of the obligation should be determined by the Water Board prior to the new diversions coming online rather than adopting a default. We also believe that Footnote 5, subsection 2 should be struck to narrow new project to actual new water rights.

E. Implementation of South Delta Salinity Standard

The Draft Bay Delta Plan continues to solely obligate the SWP and CVP to satisfy south Delta salinity standards and fails to acknowledge the most recent Monitoring Special Study report prepared at the Water Board's request that provides substantial evidence that the SWP and CVP have little impact on South Delta salinity and that the SWP and CVP cannot meet the South Delta Salinity objectives in all water year types.

On December 12, 2018, the Water Board amended the Bay Delta Plan. The amendments included revised salinity objectives for the southern Delta and instructed the Department of Water Resources (DWR) and the Bureau of Reclamation (Reclamation) to develop Monitoring Special Study (MSS). On May 21, 2026, DWR and Reclamation submitted the MSS to the Water Board. The MSS concludes that SWP and CVP "pumping facilities have relatively low impacts on flow and salinity" in the South Delta.[28] It further concluded that the SWP and CVP cannot provide sufficient flows to meet the South Delta salinity objectives at all times.[29] It further found that in-Delta sources of salinity dominate in summer and early fall.[30] Yet, the Draft Bay Delta Plan assigns no implementation responsibility to any other water user or discharger, and in fact specifically excludes imposing any additional implementation responsibility on local waste water dischargers, finding it "infeasible."

Requested edit: The Water Board has known since D-1641 was adopted that the SWP and CVP cannot meet the South Delta salinity objectives in all conditions. The Water Board should broaden the implementation responsibility for the South Delta salinity objectives.

F. Head of Old River (HORB) Special Study

The Draft Bay Delta Plan ignores existing scientific information related to the Head of Old River and continues to require a special study by the SWP and CVP.[31] In our prior comments, we provided a discussion of the current science that shows that the HORB is not effective.[32] The Response to comment said,

> Buchanan et al. (2021) found that the through-Delta survival (head of Old River to Chipps Island) of juvenile steelhead was affected by year, barrier (Head of Old River Barrier [HORB]), and fork length at tagging. They found that survival from head of Old River to Chipps Island would be higher with higher San Joaquin River (SRJ) inflows, when the

[28] MSS, p. E-1.
[29] *Id*.
[30] *Id*.
[31] Draft Bay-Delta Plan, p. 115.
[32] Response to Comments, Letter 264, Comment 33.

> HORB was installed, and for larger fish. Further, survival was positively related to the SJR inflow, negatively related to temperature, positively related to I:E ratio, and negatively related to X2 when the effects of year, barrier, and fork length were accounted for.

The Response to Comment does not report that the Buchanan et al. also says that "survival was modeled to be lower in 2014 compared to 2016 for the same levels of SJR inflow when the barrier was in place". Furthermore, as shown in Buchanan et al. 2023, Figure 7, when accounted for confidence intervals, there is a significant overlap in outmigrant steelhead survival between when the HORB is in or out. Buchanan et al. 2023 implies that HORB can help to offset non-inflow factors that may lower overall survival. Taking into account the uncertainty and limited non-inflow related benefits in Buchanan et al. 2023 because of HORB, the fact that FWS indicated in their 2008 Biological Opinion that HORB will potentially increase Delta Smelt entrainment and the empirical information that shows HORB can affect the water levels and salinity conditions in the south Delta, it is unreasonable to require yet another study of the HORB.

Requested Edit: Strike the required HORB study.

G. Changes to Existing Water Quality Requirements in Tables 1, 2, and 3

The Draft Bay Delta Plan includes several changes to the footnotes in Tables 1, 2 and 3, which are also included in Decision-1641. In some cases[33], these changes meaningfully alter the long-established implementation processes, remove flexibility, remove consultation requirements, and add new Executive Director decision-making authority. Moreover, these changes unnecessarily introduce inconsistencies between Decision-1641 and the Bay Delta Plan, and result in ambiguity for the SWP and CVP compliance. There is no record to support making any changes to the existing in-Delta quantitative objectives.

<u>Revised edit</u>: Remove changes to existing footnotes in Tables 1, 2 and 3. Work with DWR and Reclamation to identify any potential edits to the footnotes that would support clarity.

H. Proposed Bay Delta Monitoring Requirements and Special Studies

The Draft Bay Delta Plan continues to ignore numerous comments SWC made related to the monitoring requirements and special studies imposed on the SWP and CVP. The Draft Bay Delta Plan needs to include a clear record that demonstrates scientific nexus between monitoring/special studies obligations to SWP and CVP operational effects. Currently, as proposed, the draft substantially expands SWP and CVP monitoring and reporting responsibilities and Water Board oversight. Particularly for harmful algal blooms (HABs) this is unreasonable given the HAB presence and severity are driven largely by ambient water temperature, residence time, agricultural runoff, and nutrient loading—local factors generally beyond the direct control of SWP and CVP. HAB monitoring should therefore be addressed primarily through the regional water quality control boards and applicable point-source discharge permits, rather than through a broad regional obligation imposed on just the SWP and CVP.

On page 113, the requirement to "address" the individual and cumulative impacts of diversions, discharges, and HABs across all beneficial uses is ambiguous. Similarly, region-wide monitoring of invasive aquatic vegetation and lower-food-web life stages should be required of the SWP and

[33] REVISED Water Right Decision 1641 Tables 1, 2, and 3 footnotes: 4, 8, 15, 17, 18, 20, 21, 22, 23, March 15 2000

CVP only where the Water Board can establish both scientific feasibility and a direct, decision-relevant connection to SWP and CVP operations.

As proposed, the Bay Delta Plan includes two sets of monitoring requirements: (1) science and monitoring proposed by the HRL parties and (2) BDMEP requirements. We appreciate the Water Board proposal to adopt a Comprehensive BDMEP within two years adoption of the Bay Delta Plan. Comprehensive BDMEP should use the robust, hypothesis-driven framework developed through the HRL science program and should explain how the resulting data will be used to assess the effectiveness of the Bay Delta Plan, compliance or effects of multiple stressors, and not just SWP and CVP operations.

Requested edit: The Water Board should remove duplicate or ineffective monitoring requirements, and implement Comprehensive BDMEP. Future or revised monitoring protocols should be evaluated through qualified, independent scientific peer review—such as review coordinated through the Delta Science Program—rather than generalized public review of technical study designs.

The Water Board should also establish in advance the criteria the Executive Director will use to approve or reject monitoring data and management protocols, provide clear guidance for any incorporation of Traditional Ecological Knowledge, and periodically re-evaluate longstanding programs that do not materially inform effectiveness of the Bay Delta Plan. Further, the monitoring required must help distinguish ecosystem changes attributable to SWP/CVP operations from those caused by climate change, predation, invasive species, and other factors beyond SWP/CVP control. The proposed monitoring requirements should not shift disproportionate compliance burdens or water-supply reductions to SWP.

Coalition for a Sustainable Delta

September 18, 2026

VIA EMAIL

SacDeltaComments@waterboards.ca.gov

Re: Comment Letter – Final Draft Bay-Delta Plan

Dear State Board Members and Staff:

The Coalition for a Sustainable Delta (Coalition) is writing to express its concerns regarding the August 2026 Draft Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Watershed (August 2026 Draft WQCP). The Coalition is a California nonprofit corporation comprised of agricultural, municipal, and industrial water users, as well as individual stakeholders in the San Joaquin Valley. The Coalition and its members depend on water from the Sacramento-San Joaquin Delta for their continued livelihood. Individual Coalition members frequently use the Delta for environmental, aesthetic, and recreational purposes. The economic and non-economic interests of the Coalition and its members are dependent on a healthy and sustainable Delta ecosystem.

The August 2026 Draft WQCP presents water users across California with a conundrum.

On the one hand, the State Board is obliged to update its prior WQCP. In addition, water users have endeavored to collaborate with federal and state agencies, including the State Board, to develop a program—once referred to as the Voluntary Agreements and now known as Healthy Rivers and Landscapes—to be adopted and implemented in lieu of a top-down plan. Those same water users, in partnership with federal and state agencies, have voluntarily offered to support the Healthy Rivers and Landscapes Program by expending over $4 billion on water-quality measures. The water-user community is heavily invested in the success of the Healthy Rivers and Landscapes Program.

On the other hand, the August 2026 Draft WQCP reflects the fact that State Board staff have tacitly rejected the Healthy Rivers and Landscapes Program, cherry-picking components of the plan that the Board is interested in retaining and replacing the components it finds objectionable. In so doing, the State Board has insisted on pursuing policy goals that are contrary to the public interest and has in some circumstances disregarded the best available scientific information. The water-user community has good reason to walk away from the August 2026 Draft WQCP.

Our hope is that the State Board will come to its senses, exercise control over its staff, and acknowledge that the Healthy Rivers and Landscapes Program – led in substantial part by the California Natural Resources Agency – represents a superior path toward compliance with federal and state law.

Improper Objectives

An overarching problem with the August 2026 Draft WQCP that the State Board must eventually address is the set of objectives it expects to achieve by imposing regulatory obligations on water users across California. Those objectives are untethered to available scientific information and represent bad policy. The objectives concerning salmon protection and native fish viability are particularly problematic. The Coalition is not alone in pointing out this reality. The U.S. Bureau of Reclamation likewise stated in recent comments to the Board, observing that the August 2026 Draft WQCP "continues to include narrative objectives based on outdated and failed science."

The two objectives are:

- *Water quality conditions shall be maintained, together with other measures in the watershed, sufficient to achieve a doubling of natural production of Chinook salmon from the average production of 1967–1991, consistent with the provisions of State and federal law.*

- *Maintain water quality conditions, including flow conditions in and from tributaries and into and out of the Delta, together with other measures in the watershed sufficient to support and maintain the natural production of viable native fish populations. Conditions and measures that reasonably contribute toward maintaining viable native fish populations include, but may not be limited to: (1) flows that support native fish species, including the relative magnitude, duration, timing, temperature, and spatial extent of flows; and (2) conditions within water bodies that enhance spawning, rearing, growth, and migration in order to contribute to improved viability. Indicators of viability include population abundance, spatial extent, distribution, structure, genetic and life history diversity, and productivity. Flows provided to meet this objective shall be managed in a manner to avoid causing significant adverse impacts to fish and wildlife beneficial uses at other times of the year.*

As we explained in a previous comment letter, the Chinook salmon doubling goal constitutes bad policy and is devoid of any scientific basis. State and federal statutes enacted decades ago established the doubling goal based on estimated natural production of Chinook salmon over a 25-year period preceding the enactment of those statutes. There is no scientific basis for doubling production or for selecting that period of time.

The vast majority of Chinook salmon in the Central Valley are hatchery-produced, and a substantial proportion of these are raised at State-run hatcheries. The State Board's decision to adopt this outdated, arbitrary doubling goal as an objective and seek to impose it on water users is misguided. Hatchery-produced salmon compete with naturally spawned salmon for essential resources. As a consequence, the State is taking direct action to undermine the very objective it seeks to impose on water users, including those who have committed tremendous resources to the Healthy Rivers and Landscapes (HRL) Program. Ignoring the impropriety of the salmon protection objective will not remedy the issue. Instead, the Board must eventually confront the issue and recast the objective.

The native fish viability objective lacks a defensible scientific basis. To begin with, the Board neither defines the otherwise vague term "viable" nor does it identify, by reference to specific species, the "native fish" that the policy is intended to cover. Because the Board has not set forth a bright-line objective, water users cannot work toward an identifiable goal, and the Board retains the latitude to shift the goalposts continually. One option would be to default to the concept of a "minimum viable population." But the State Board does not expressly or implicitly adopt that concept, which, in any event, has its critics. See K.T. Shoemaker et al. 2014. Disambiguating the Minimum Viable Population Concept: Response to Reed and McCoy, *Conservation Biology* 28: 867-870.

Further, the objective fails to grapple with the reality that different native fish species occupy distinct, only sometimes overlapping ecological niches within the broader ecosystem they inhabit and have distinct habitat requirements. Steps taken to enhance the "viability" of one native species may conflict with and diminish the "viability" of another; certainly it is implausible to presume that competition and predator-prey relationships do not exist.

A second significant problem with the plan's native fish viability objective is particularly concerning -- it presupposes that certain specified environmental factors can be manipulated to meet the objective. This is inconsistent with applied scientific practice in resource management and reflects institutional false confidence that permeates a number of other elements of the August 2026 Draft WQCP.

Misrepresentation of Habitat

The August 2026 Draft WQCP, like the prior December 2025 Draft WQCP, is based on a misrepresentation of the term "habitat." The term "habitat" is used more than 200 times in the document, but the State Board fails to offer a technical definition of habitat and repeatedly misuses it. There is broad agreement in the scientific community that habitat is a species-specific concept. While the habitats of multiple species can overlap, the resources and resource conditions that define the habitat of each species are different from those of all other species -- they inhabit different ecological "niches." Accordingly, "habitat" is not a synonym for the space occupied by one or more species, a landscape feature, a vegetation community, or a narrow set of aquatic physical conditions. As one group of ecologists explains, habitat means "the resources and conditions present in an area that produce occupancy – including survival and

reproduction – by a given organism." See L.S. Hall et al. 1997. The concept of habitat and a plea for standard terminology. *Wildlife Society Bulletin* 25(1), 173-182. Or, as a prominent ecologist explained long ago, habitat means the "place, living space, where an organism lives." See E.P. Odum's seminal book – *Ecology first edition* 1963.

By continuing to mischaracterize the concept of habitat even after being informed of the error, the State Board is purposefully ignoring the best available scientific information.

For example, the August 2026 Draft WQCP (page 1) makes the inapposite statement -- "the Bay-Delta is one of the largest ecosystems *for fish and wildlife habitat* and production in the United States." The Bay-Delta is not one of the largest ecosystems for habitat; rather, the Bay-Delta includes habitats that support numerous native and non-native species, some of which are imperiled. The August 2026 Draft WQCP (page 9) also makes reference to aquatic habitat, estuarine habitat, terrestrial habitat, and wildlife habitat. Each of these phrases reflects improper use of accepted terminology that has significant programmatic and economic implications elsewhere in the document, wherein habitat restoration is required without explicit reference to the intended targeted species. As a further example, the State Board makes over two dozen references to "non-flow habitat." There is no such thing as "non-flow habitat" or "flow habitat" for that matter. Freshwater flows can be an essential environmental factor that determines a species' habitat use or habitat suitability, but flows will neither define its habitat nor necessarily serve as a valid surrogate measure of overall habitat condition.

The August 2026 Draft WQCP frequently invokes habitat without explicitly identifying the species (singular or plural) linked to the habitat being discussed. By misrepresenting habitat, the State Board has produced a product that is fundamentally flawed.

Incorrect Characterization of the Role of Flow

The unimpaired-flow approach to achieving fish objectives is based on a false article of faith rather than reliable science – supposition that gross outflow through the Delta is the "master variable" responsible for the health of the Bay-Delta. The State Board should recognize that a flow-centric approach to developing and implementing water policy in the Bay-Delta is misguided and will not achieve the objectives it has identified. The August 2026 Draft WQCP must therefore be revised. For example, on page 4, the document states: "Most of the objectives in this plan have historically been, and will continue to be, implemented by assigning responsibilities to water right holders because the parameters to be controlled are primarily impacted by flows and water diversions." That statement is facially untrue. The State Board should recognize that physical and biological changes to the Bay-Delta spanning more than a century have contributed, and continue to contribute, to the state of the watershed. Changes in the magnitude and timing of inflows and outflows are just two of the multitude of ecological variables, including introduced environmental stressors, that influence the contemporary state of the watershed.

Flows and water diversions do not primarily control parameters as important and varied as hatchery practices, invasive species, and water temperature, all of which influence the population dynamics of listed and other native species. The State Board's suggestion to the contrary is indicative of the Board's detachment from the ecological realities of the Delta and its tributaries.

Costly and Unnecessary Monitoring

Ongoing monitoring efforts targeting biological resources in the Delta, several of which have gathered data for five or more decades, are widely recognized and well documented as having failed to inform or provide guidance for resource-management efforts. Monitoring programs targeting listed fishes in the Delta, as identified in Section 4.4.9.7, Section 4.5, and Appendix Table A-2 of the August 2026 Draft WQCP, fail to provide accurate management-relevant data on species status and trends, habitat availability and condition, or the identities of environmental factors or stressors that limit the abundance of listed and other at-risk native fishes in the Delta. Nor do they substantively meet the six "Purposes for monitoring, assessment, and special studies" in the Bay Delta Monitoring and Evaluation Program (BDMEP) (A.2.2). Nonetheless, an extraordinary and indefensible number of monitoring schemes "are required to be conducted pursuant to water right requirements of the SWP and CVP" and "consistent with monitoring designs as of December 31, 2025" (A.2.1). In other words, monitoring under the August 2026 Draft WQCP must be conducted pursuant to and be consistent with ongoing monitoring that explicitly does not meet the monitoring purposes identified in the BDMEP. It must also incorporate "supplemental" HRL "monitoring and science activities" (A.2.1).

Proposed changes to the exhaustive monitoring requirements set forth in the August 2026 Draft WQCP are subject to "public review and comment and must be supported by the best available scientific evidence…" (A.3.1). The August 2026 Draft WQCP also provides that the "structure, governance, and content of the BDMEP will be informed by available monitoring and assessment models, frameworks, reviews, guidance, and regional monitoring programs" (A.1), including, for example, the approach to monitoring described by federal resource-agency experts in J. Reynolds et al. 2016. A road map for designing and implementing a biological monitoring program. *Environmental Monitoring and Assessment*, 188(7), 400.

None of the standing monitoring programs required under the BDMEP followed that roadmap in designing and implementing the individual programs. Accordingly, each and every ongoing biological monitoring program incorporated into the August 2026 Draft WQCP will require redesign and amendment.

The BDMEP, as written, is internally inconsistent and is itself not informed by the best available scientific information or professional standards of practice.

Punishing Water Users—and, by Extension, All Californians

Finally, the August 2026 Draft WQCP includes provisions addressing future operations that the federal and state wildlife agencies may authorize to increase water available for Central Valley Project (CVP) and/or State Water Project (SWP) use. The provisions seemingly require the beneficiary of any such increase to "replace" that "baseline" water with equivalent outflow (pp. 65–66). In essence, the August 2026 Draft WQCP effectively ensures that the CVP and SWP can never be operated in a manner that increases water supply. This is not a science-based decision; it is a policy position that demands that the CVP and SWP must be ratcheted down over time, even where increasing water supply would have no demonstrable harmful impacts on the distributions and abundances of listed species.

Conclusion

We urge the Board not to simply paper over concerns we have raised in this letter, as well as concerns raised by water users across agencies and across the state. Thank you for giving due consideration to the Coalition's input.

Sincerely,

William D. Phillimore

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