

PART A

KERN-TULARE WATER DISTRICT

NOTICE TO CONTRACTORS

SEALED PROPOSALS will be received by the Kern-Tulare Water District ("District") at the District Office 3000 California Avenue, Bakersfield, California 93309, until the time and date indicated on the cover sheet of this document, to be publicly opened and read immediately thereafter in the District Office Conference Room. Sealed Proposals shall be submitted by the Bidder only on the forms or copies thereof as provided by the District, and shall be enclosed in a sealed envelope and marked and addressed as directed. Sealed Proposals will be submitted with respect to the following work for the following Project set forth below. The Work set forth herein, set forth in the Contract and/or Agreement, and all other Contract Documents, including, but not limited to the Project's plans, specifications, and forms of proposal (collectively referred to hereinafter as the "Contract Documents") are incorporated herein by this reference.

GUZMAN RESERVOIR PROJECT (THE "PROJECT")

Plans, specifications, and forms of proposal, bonds, and contract may be obtained at the District Office. The District will provide a link to the bid documents on ebidboard.com. The District assumes no responsibility for non-receipt of bids due to any delay, including but not limited to carrier delay. It is the bidder's responsibility to meet the Project's deadlines as set forth herein and under the Contract Documents.

A project site visit has been scheduled for October 3, 2019 at 9:00 AM at the job site located at 35° 44' 15" North, 119° 03' 46" West (lat/long) approximately 1 -3/4 miles south of the intersection of Garces Highway (SR 155) and Porterville Highway (SR65). Contractors wishing to bid this project will be able to walk through the site at this time. While not mandatory in order to bid on this project, the Water District strongly encourages all contractor wishing to bid on this project attend this site visit.

No bid will be considered unless it is made on a proposal form furnished by the District, which appears in Part D of this document, and is made in accordance with the provisions set forth under Section 2, "Proposal Requirements", of the special provisions issued for this project. Each bid must be accompanied by a proposal guarantee in accordance with the provisions set forth under Section 2, "Proposal Requirements", of the special provisions issued for this project.

Under the Public Contract Code, District reserves the right to reject any or all bids. Bids are required on the entire work described herein.

Substitution of securities for moneys retained to ensure performance shall be permitted pursuant to the provisions and requirements of Public Contracts Code 22300. Eligible securities include interest bearing demand deposit accounts, standby letters of credit, or any other security agreed to by the Contractor and the Kern-Tulare Water District. The request for substitution of securities to be deposited shall be submitted on the form entitled "Escrow Agreement for Security Deposits in Lieu of Retention," a copy of which is included in Part E of this document.

Proposals will be considered only from Contractors and/or Subcontractors licensed as required under applicable provisions of the Contractors' State License Law (See California Business and Professions Code Section 7000 et seq.) and all rules and regulations adopted pursuant thereto. Additionally, Contractors and/or Subcontractors must possess a valid Class A and/or a Class C-12 Contractor's License at the time bids are received for this project.

The Contractor shall ensure that all Subcontractors are properly licensed for the work they are to perform consistent with the provisions set forth above, herein, and pursuant to the Contract Documents.

Pursuant to Part 7 of Division 2 of the California Labor Code (Section 1720 et seq.), the Contractor shall not pay and all bids shall be made and submitted in accordance with the prevailing hourly rate of per diem wages for workers with respect this locality and the Project as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1770 et seq. and under the Davis-Bacon Act, whichever is greater. A copy of the prevailing wage rate schedules are on file at the office of the District and are incorporated herein by this reference. Prevailing wage schedules for Kern County are also available from the Department of Industrial Relations-Division of Labor Statistics & Research via the internet at www.dir.ca.gov. Copies of Davis-Bacon Act

wages can be found at www.wdol.gov. Davis-Bacon Act requirements regarding this Project are attached hereto under Part B. The Contractor shall post a copy of said documents at each job site. The Contractor and any Subcontractor under him, her, or it shall pay not less than the specified prevailing rate of per diem wages for general, holiday, and overtime work to all workers so employed by the foregoing and pursuant to the execution of this Contract.

Effective March 1, 2015, all Prime Contractors and Subcontractors must have a current registration with the Department of Industrial Relations at the time bids are received and throughout the duration of the project, as set forth under Labor Code Section 1725.5. If a Prime Contractor is not registered at the time bids are received their bid will be deemed non-responsive. If a Subcontractor is not registered at the time bids are received, they must be registered within 24 hours of the bid opening, otherwise their bid will be deemed non-responsive. In the case that a Subcontractor's bid is deemed non-responsive, the Prime Contractor shall substitute that Subcontractor with a responsive and responsible registered subcontractor per Section 4107 of the Public Contract Code.

For more information please go to the DIR website at <https://www.dir.ca.gov/PublicWorks/PublicWorksLawsRegsDetDec.html>. To register with Department of Industrial Relations please go to the following website: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. (See Labor Code Section 1771.4(a)(1).) Each Contractor and Subcontractor shall furnish records specified in labor Code Section 1776 directly to the Labor Commissions, in the manner set forth in Labor Code Section 1771.4(a)(3)(A)-(B).

Effective immediately, the Prime Contractor shall post job site notices prescribed by California Code of Regulations, Title 8 Section 16541 (d).

SB 854 Notice Requirements:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Contract that is to be awarded with respect to this Contract is included in Part E this bid package. Please review it carefully. This is the contract the Contractor shall be expected to execute without alteration. If any changes are desired they must be submitted to the District for approval prior to bid opening. If approved, the changes will be issued to all prospective contractors. Failure to submit request for changes in a timely manner will result in a denial of the request for change.

Contractor shall not be allowed to alter or negotiate contract language after the acceptance of Contractor's proposal. Failure to execute the contract without alteration may result in the rejection of the Contractor's proposal and the retaining of a different contractor by the District.

GENERAL DESCRIPTION OF WORK

The work to be performed consists, in general, of the performance, construction, and furnishing of all materials, services, labor, tools, supplies, machinery, facilities, and equipment necessary for purposes of the construction and completion of an irrigation water reservoir on approximately 60 acres. Work includes the construction of an earthen dam, concrete spillway, underdrain outfall line, drainage layer and collection system, rip-rap and compaction of the bottom of the reservoir and all necessary materials and labor to complete the project as shown in the construction documents.

During the bidding of this project, Contractors who have questions or desire clarifications about the bid documents, must submit those questions or requests for clarifications in writing using the form provided in the bid documents. Said questions and requests for clarifications must be submitted by the date identified in the Request for Information (RFI) form and in these Special Provisions.

KERN-TULARE WATER DISTRICT

GUZMAN RESERVOIR PROJECT - Request for Information Form

BIDDING QUESTION TO: Kern-Tulare Water District
C/O Cornerstone Engineering Inc
200 M Street, Bakersfield Ca 93304

NOTE: All questions must be received by the DISTRICT in written form on the form provided no later than **12:00 P.M. on February 9, 2023.**

Any questions submitted or received after the foregoing deadline shall not be considered by the District. This will allow time to respond to the question and/or to issue an addendum to all contractors addressing the question. Questions received after the above set due date will not be acknowledged. The form may be sent via facsimile, postal service, hand delivery or email. The District encourages sending the written request via facsimile to expedite the process.

Date Submitted: _____ Submitted by: Contractor: _____
Contact Person: _____
Address: _____
Telephone Number: _____
Facsimile Number: _____

QUESTION(S): _____

RESPONSE: Date: _____ Answered by: Name _____ Company _____

Kern-Tulare Water District Approval of Response by: _____ **Date:** _____

Addendum Required: YES _____ NO _____

SPECIAL PROVISIONS

SECTION 1 - DEFINITIONS AND TERMS

The following terms and definitions shall apply and be incorporated throughout the following Bid and Contract Documents:

- 1-1.01. "Board" – Kern-Tulare Water District Board of Directors.
- 1-1.02. "Contract Documents" – means and includes, but is not limited to, all Bid Documents, Contract Documents, the Project Contract, Change Orders, and any other Documents relating to the Guzman Reservoir Project, as well as all terms, provisions, and conditions set forth therein.
- 1-1.03. "District" – Kern-Tulare Water District.
- 1-1.04. "District Office" – Kern-Tulare Water District Office located at 3000 California Avenue, Bakersfield, California 93309.
- 1-1.05. "Engineer" or "Project Engineer" – Cornerstone Engineering, Inc.
- 1-1.06. "General Manager" – General Manager of the Kern-Tulare Water District.
- 1-1.07. "Plans and Specifications" – means any conditions, plans and specifications set forth in the Contract Documents as related to this Project.
- 1-1.08. "Project" – means and includes the Kern-Tulare Water District's Guzman Reservoir Project, and includes the Work, terms, provisions, and conditions set forth herein.
- 1-1.09. "Work" – means and includes all the Work specified, indicated, shown, or contemplated herein as is necessary to perform construct the Project.

SECTION 2 - PROPOSAL REQUIREMENTS

2-1.01 GENERAL INFORMATION.

See Section "Notice to Contractors" regarding general information concerning "Proposal Requirements" with respect to the Guzman Reservoir Project (the "Project"). The following serves to further explain and set forth additional specific provisions and requirements with respect thereto.

GUZMAN RESERVOIR PROJECT

2-1.02 RESPONSIBLE BIDDER AND RESPONSIVE BID. A "Responsive Bid" is one that materially conforms in all aspects to the requirements set forth herein and in the Project Contract, as well as all other related Contract Documents. The District reserves the right to waive any irregularities in this Bids received.

A "Responsible Bidder" is one that has the qualifications, general competency, and resources to perform the Work covered by the Proposal. Among other matters, a Responsible Bidder is one that can demonstrate successful performance and completion of projects involving work comparable to the nature, extent, scope, and complexity of that being installed, constructed, and/or contemplated as set forth under the Contract Documents. The District expressly reserves the right to reject any Bid if it determines that Bidder's business or technical organization, financial resources, labor capacity, plant, equipment, supplies, and facilities to be used in performing the Work, or lack of successful experience in performing work of similar scope and complexity is such that it is not reasonable and/or in the District's best interest to accept the Bid.

2-1.03 APPROXIMATE ESTIMATE. The Engineer's estimate of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the Kern-Tulare Water District ("District") does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

2-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK. The bidder is required to examine carefully the site of work, the proposal, plans and specifications, and contract forms. It will be assumed that the bidder has performed said examination, and is satisfied as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions, and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

2-1.05 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. Proposals in which the prices obviously are unbalanced may be rejected.

The right is reserved to reject any and all proposals and waive any irregularity.

2-1.06 PROPOSAL FORM. All proposals must be made upon blank forms to be obtained from the District, the form of which appears herein immediately following these special provisions. All proposals must give the prices proposed. The bidder shall include all unit prices, extended prices and total prices on the proposal form. If any of those prices are excluded, the submitted bid may be deemed non-responsive. Where indicated on the various forms, the proposal must be signed by a person duly authorized by the bidder to bind the bidder to a contract.

If the proposal is made by an individual, his name, telephone number and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

2-1.07 BIDDER'S GUARANTEE. All bids shall be presented under sealed cover and shall be accompanied by a Proposal Guaranty made payable to the Kern-Tulare Water District, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such Proposal Guaranty is enclosed therewith.

2-1.08 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS. Each proposal shall have listed therein the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, in accordance with the **Subletting and Subcontracting Fair Practices Act**, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. In addition, bidder's attention is directed to Subsection 4104 (a) (2) which states:

An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

The listing of proposed subcontractors shall also include a description of the portion of the work that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion of work as defined by the prime contractor in his or her bid.

It shall be the responsibility of prime contractors to ensure their listed subcontractors are licensed and in good standing with the Contractors State License Board; to ensure that their listed subcontractors have current registration with the Department of Industrial Relations; to verify that the correct license numbers are listed on their bids prior to submission; to review the subcontractors' names, locations and license numbers after submitting the bid to ensure accuracy and completeness; and to correct any errors in the license numbers within 24 hours after the bid opening.

A sheet for listing the Subcontractors, as required herein, is included in the Proposal. **This form must be submitted with the bid.**

2-1.09 BID SUBMITTAL ITEMS. All submitted bids shall include the following completed forms:

- Proposal Form;
- Bidder's Bond Form; and
- Noncollusion Affidavit Form.

2-1.10 OMISSIONS IN SPECIFICATIONS AND DRAWINGS. Any materials or work mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of the same effect as if shown or mentioned in both.

Omissions from the drawings or the specifications of the materials or details of work which are manifestly or obviously necessary to carry out the intent of the drawings and specifications or which are customarily furnished or performed, shall not relieve the Contractor of his responsibility for furnishing such omitted materials or performing such omitted work; but shall be furnished or performed as if fully shown or described in the drawings or specifications.

2-1.11 WITHDRAWAL OF PROPOSALS. Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids by written request for the withdrawal of the bid filed with the District at the District's Office. The written request shall be on the bidder's letterhead and shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.

2-1.12 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place indicated in the "Notice to Contractors". Bidders or their authorized agents are invited to be present.

2-1.13 RELIEF OF BIDDERS. Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the District written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2-1.14 DISQUALIFICATION OF BIDDERS. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected. Bidders may be disqualified for being non-responsible.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL. The award of the contract, if awarded, will be to the lowest responsible bidder. The language refers to not only the attribute of trustworthiness, but also to the quality, fitness and capacity of low bidder to satisfactorily perform the proposed work.

3-1.02 AWARD OF CONTRACT. The award of the contract, if awarded, will be made within sixty (60) calendar days after the opening of the proposals unless extension is approved by the lowest responsive and responsible bidder.

3-1.03 CONTRACT BONDS. The Contractor shall furnish two good and sufficient bonds insured by an admitted surety insurer as set forth in Title XIV, Chapter 2, Article 6 of the California Code of Civil Procedure. One of the said bonds shall guarantee the faithful performance of the said contract by the Contractor and shall be in an amount equal to one hundred percent (100%) of the contract price. The other of the said bonds shall guarantee payment to laborers, mechanics and material workers employed on the job under the contract, shall satisfy the requirements specified in Section 3248 of the California Civil Code and shall be for an amount not less than one hundred percent (100%) of the total amount payable by the terms of the contract.

Whenever any surety or sureties on any such bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the District has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for 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 such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

3-1.04 EXECUTION OF CONTRACT. The contract shall be signed by the successful bidder and returned, together with acceptable contract bonds and acceptable, required insurance documents, within ten (10) days, not including Sundays, after the bidder has received notice that the District offers to award the contract to the successful bidder. The Commercial General Liability and Workers' Compensation insurance policies shall contain additional insured endorsements in favor of the District, Board, officers, agents, employees and volunteers, as required in these specifications. No proposal shall be considered binding upon the District until the execution of the contract. All contracts shall be considered as being made and entered into in the Kern-Tulare Water District, California.

Failure to execute a contract, file acceptable bonds and submit acceptable insurance documents as provided above shall be just cause for the cancellation of the offer to award and the forfeiture of the proposal guaranty.

3-1.05 RETURN OF BIDDER'S GUARANTEES. Within ten (10) days after the award of the contract, the Kern-Tulare Water District will return any monies or form for deposit of money that are not to be considered in making the award.

**SECTION 4- BEGINNING OF WORK, TIME OF COMPLETION
AND LIQUIDATED DAMAGES**

4-1.01 GENERAL. The Contractor shall start job site activities within 15 days after receiving a Notice to Proceed from the District.

Contract working days will commence from the date the Contractor begins work or the 15th calendar day from the date of the written notice to proceed, whichever comes first. The Contractor shall diligently prosecute the work to completion before the expiration of 130 working days.

The Contractor shall pay to the Kern-Tulare Water District the sum of **One Thousand Dollars** (\$1,000.00) per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional allowance will be made therefor.

4-1.02 Schedule of Values Within fourteen (14) calendar days of receiving a Notice to Proceed, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's monthly Application for Payment. Therefore, the Contractor must obtain the District's approval of the Schedule of Values prior to submitting his first month's Application for Payment.

The Schedule of Values shall include the following items as a minimum list: bonds, mobilization, demobilization, temporary office, temporary utilities, temporary fencing and barricades, all other temporary facilities, insurance, on-site supervision, office supervision, job clerk/support staff, office support staff, Contractor's profit, equipment rental, Contractor-owned equipment and technical section items of Division 2 through Division 16 of the project specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional allowance will be made therefor.

4-1.03 Construction Documents The District will provide the Contractor with the following number of copies of the construction drawings and specifications:

Ten copies plus one copy for each and every subcontractor included in the List of Subcontractors on the Contractors submitted bid form.

Should the Contractor need additional copies of these documents, the District will make the originals of these documents available to Contractor for the Contractor's use in obtaining copies at his expense.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional allowance will be made therefor.

SECTION 5 - GENERAL

5-1.01 NOT USED

5-1.02 ALTERATION IN QUANTITY OF WORK. The District reserves the right to make such alterations, deviations, additions to or deletions from the Contract Documents and/or Plans and Specifications, including the right to increase or decrease the quantity of any supply(ies), item(s), and/or portion(s) of the Work to be performed and/or completed, or to delete any item or portion of the Work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the Work. Any changes will be set forth in a written contract change order which will specify, in addition to the Work to be done in connection with the change made, adjustment of the Contract Time, if any, and the basis of compensation for such Work. A contract change order is to be submitted to both the Engineer and the Board. If a project change order is in excess of \$10,000.00, it will become effective upon being approved in writing by the Board. If a project change order is less than \$10,000.00, it will become effective upon being approved in writing by the Engineer. The Contractor shall proceed with the additional Work upon receipt of an approved written contract change order. If the Contractor disagrees with any of the terms, provisions, and/or conditions of an approved written contract change order which he has not executed, Contractor shall submit a written protest to the Engineer within fifteen (15) days after receipt of the subject approved written contract change order. The protest shall state the points of disagreement and any and all other contentions with respect thereto. If a written protest is not submitted, payment will be made in the manner provided in the approved written contract change order and such payment shall constitute full compensation for all Work included therein or required thereby. If the Contractor signifies its acceptance of the terms, provisions, and conditions of such written contract change order by executing the change order and if such change order is approved by the Engineer and the Board and issued to the Contractor, payment in accordance with the provisions therein set forth shall constitute full compensation for all Work included therein or required thereby.

Moreover, increases or decreases in work exceeding an amount of ten-thousand dollars (\$10,000), must be authorized by the Board.

5-1.03 CONTROL OF WORK. The Engineer shall 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 may arise as to the interpretation of the Plans and Specifications, all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor and all questions as to compensation. The Engineer shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

The Contractor shall designate in writing before starting the Work an authorized representative who shall have the authority to represent and act for the Contractor. The Engineer shall at all times have safe access to the site of the Work during construction and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements and intentions of the Plans and Specifications. All Work done and all materials furnished shall be subject to Engineer's inspection. The inspection of the Work or materials shall not relieve the Contractor of any of his obligations under the Contract Documents. Any portion of the Work which has been rejected shall be remedied, removed or replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal, replacement or remedial work. Any portion of the Work done which is not shown or described on or in the Plans and Specifications or any portion of the Work done without written authority will be considered as unauthorized work and will not be paid for. Unauthorized work shall be remedied, removed or replaced by the Contractor at his sole expense.

The District shall provide construction staking for the project. When the Contractor requires such stakes or marks, he shall notify the Engineer of his requirements in writing a reasonable length of time in advance of starting operations that require such stakes or marks. In no event, shall a notice of less than seventy-two (72) hours be considered a reasonable length of time.

Pre-construction surveys. - Prior to starting construction of the project, the Contractor and/or Subcontractor shall diligently research, investigate and satisfy himself as to the accuracy of the existing ground survey on the project site. Contractor, at his own expense may have a pre-construction survey performed prior to mobilization. The survey shall be submitted to the project Engineer with a request that the Contractor and/or Subcontractors original ground surface be used as the basis for construction quantity calculations for earthwork. The Engineer will either accept the survey as the basis for earthwork quantities or provide written notice as to its unacceptability. Failure to perform a pre-construction survey of the site will be considered as acceptance on the part of the Contractor

and/or Subcontractor of the existing ground contour surface within the construction drawings as being the basis for any earthwork quantities and measurements.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer, so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection.

5-1.04 PREVAILING WAGES. Pursuant to Chapter 1 of Part 7 Division 2 of the Labor Code (commencing with Section 1720), Contractor agrees that in performing said work, by himself or through any subcontractor, eight hours labor shall be one day's work and forty hours labor shall be one week's work, and that Contractor shall keep an accurate record showing the name and actual hours worked for all workers employed in said work, and that said record shall be kept open at all reasonable hours for inspection pursuant to Section 1812 of the Labor Code. The Contractor and all Subcontractors shall pay not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime to all workers employed in the construction of this project. The prevailing rate for each craft, classification or type of work is determined by the Director of the California Department of Industrial Relations. This schedule of prevailing rates is on file and available for inspection at the District Office and through the Department of Industrial Relations' website <http://www.dir.ca.gov/DLSR/PWD/>. The schedule is incorporated herein by this reference. The District shall have the right to inspect payroll records during normal working hours and shall have the right to question workers at any time concerning the wages being paid. Contractor shall not interfere in any way with the District's right to investigate conformance with the wage provisions of this contract.

Effective March 1, 2015, all prime contractors and sub-contractors must have a current registration with the Department of Industrial Relations at the time bids are received and throughout the duration of the project. If a prime contractor is not registered at the time bids are received their bid will be deemed non-responsive. If a sub-contractor is not registered at the time bids are received, they must be registered within 24 hours of the bid opening, otherwise their bid will be deemed non-responsive. In the case that a sub-contractor's bid is deemed non-responsive, the prime contractor shall substitute that subcontractor with a responsive and responsible registered subcontractor per Section 4107 of the Public Contract Code.

For more information please go to the DIR website at <https://www.dir.ca.gov/Public-Works/PublicWorksLawsRegsDetDec.html>. To register with Department of Industrial Relations please go to the following website: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>.

Effective immediately, the prime contractor shall post job site notices prescribed by California Code of Regulations, Title 8 Section 16541 (d).

SB 854 Notice Requirements:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor shall forfeit to the District for each worker employed for each calendar day or portion thereof:

- a. **FIFTY DOLLARS (\$50)** pursuant to Section 1775 of the Labor Code, per worker paid less than the amount to which he is entitled under said general prevailing rate of wages; and
- b. **TWENTY-FIVE DOLLARS (\$25)** pursuant to Section 1813 of the Labor Code, per worker required to work more than eight (8) hours per day or more than forty (40) hours per week, except as provided in Section 1815 of the Labor Code.

5-1.05 DAVIS-BACON WAGE REQUIREMENTS. The Contractor is directed to the provisions of APPENDIX G in PART B of these special provisions.

5-1.06 LABOR NONDISCRIMINATION. The Contractor shall comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for the duration of the Project.

The Contractor shall comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

During the performance of this work, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Contractor, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

The Contractor and subcontractors must comply with the following federal non-discrimination requirements:

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
3. The Age Discrimination Act of 1975, which prohibits age discrimination.
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
5. 40 CFR Part 7, as it relates to the foregoing.

The Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include these nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

5-1.07 APPRENTICES. The Contractor's attention is directed to the provisions of Labor Code section 1777.5 concerning the employment of apprentices upon public works. The Contractor shall be responsible for compliance with Labor Code Sections 1777.5, 1777.6, and 1777.7 for all apprenticeable occupations with the Contractor.

5-1.08 TRENCH SAFETY. The Contractor shall comply with Section 6705 of the Labor Code which provides that the Contractor's responsibility shall be as follows:

If the contract price for the project includes an expenditure in excess of **TWENTY-FIVE THOUSAND DOLLARS** (\$25,000) for excavation of any trench or trenches five (5) feet or more in depth, the Contractor or his Subcontractor shall not begin any trench excavation unless a detailed plan, showing the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation of the trench, has been submitted by the Contractor to the District Engineer and the detailed plans have been reviewed by the District Engineer.

If such a plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a Registered Civil or Structural Engineer.

Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees. The terms "Public Works," and "Awarding Body," as used in this section, shall have the same meaning as in Labor Code Sections 1720 and 1722 respectively.

5-1.09 NOT USED.

5-1.10 PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, as well as all necessary approvals required for performing its obligations under this Project, pay all charges and fees associated therewith, and give all notices necessary and incidental to the due and lawful prosecution of the work from any and all governmental organization which requires such permits, licenses and/or fees. The Contractor shall procure a business license in the Kern-Tulare Water District.

5-1.11 HOURS OF WORK – LABOR. Eight (8) hours of labor shall constitute a legal day's work upon all the Work hereunder and the time of service of any worker employed by the Contractor or by any Subcontractor under him shall be limited and restricted to eight (8) hours during any one (1) calendar day, except that work performed by employees in excess of eight (8) hours per day and forty (40) hours in any one (1) calendar week will be permitted upon compensation for all hours worked in excess of said limitations at not less than one and one-half times the basic rate of pay or as otherwise may be required by applicable law. The Contractor and all Subcontractors under him shall keep record of hours worked as required by Section 1812 of the California Labor Code. As required by Section 1813 of the California Labor Code, the Contractor shall forfeit as a penalty to the District twenty-five dollars (\$25) for each worker employed in the execution of the Contract by him or by any Subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of this subsection.

Should the Contractor and its employees, agents, representatives, or other persons working therefor perform services or operate pursuant to an alternative working schedule, such alternative working schedule shall not be utilized for this Project unless submitted in writing to the Engineer and approved in writing by the Engineer. Unless the Engineer provides said written authorization and approval, and alternative working schedule shall not be utilized for the performance and completion of this Project.

5-1.12 WORKING HOURS. Contractor shall limit his field working hours from 7:00 a.m. to 7:00 p.m. Monday through Saturday. Any deviations must be requested in writing and directed to the Engineer at the Pre-Job Conference. Written approval from the Engineer is required for work beyond these limits.

Any time work proceeds **which requires inspection services for more than an eight (8.0) hour work day** or on legal holidays or on weekends, the Contractor will be charged for all associated overtime charges and said charges may be withheld from contract retention. Those overtime inspection charges will be waived for those overtime hours in which the contract compels working hours of more than an eight hour work day or on legal holidays or on weekends.

5-1.13 LAWS TO BE OBSERVED AND LEGAL OBLIGATIONS. The Contractor shall keep himself fully informed of all applicable and existing, as well as future, Federal, State, and Local laws, regulations, and/or ordinances which in any manner affect those engaged or employed in the Work, or the materials, supplies, and/or items used in performance and/or completion of the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing or anything herein, Contractor shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including, but not limited to, California Labor Code Section et seq. regarding public works, limitations on use of volunteer labor (see California Labor Code Section 1720.4), labor compliance programs (see California Labor Code Section 1771.5), and payment of prevailing wages for work performed and completed pursuant to this Project.

5-1.14 CONTRACTOR'S INSURANCE. The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the General Manager, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until said certificates of insurance have been filed with and approved by the General Manager. Contractor shall be responsible for any deductibles under all required insurance policies.

5-1.14A INDEMNITY. The Contractor shall provide the indemnity required by the Contract.

5-1.14B INSURANCE. The Contractor shall provide the insurance required by the Contract. Contractor agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, the District, and each entity's respective officers, agents, employees, representatives, and servants as being additional insureds thereto. Contractor shall provide the District with a copy of all such certificates prior to the commencement of this Project. The insurance requirements provided in the Contract shall be controlling with respect hereto.

5-1.15 CONTRACTOR'S AUTHORITY. At the preconstruction meeting, the Contractor shall provide the District with the foreman's or superintendent's name who will be in charge of this project.

5-1.16 Not Used.

5-1.17 PROJECT WORK SITE. The Project Work Site and/or Property where the Work for the Project is to be constructed, performed, and completed will be provided by the District. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of the property unless otherwise provided in the special provisions. Before storing equipment or stockpiling material outside the District property, the Contractor shall obtain a letter from the property owner authorizing the Contractor the use of his property. The letter shall be filed with the Engineer.

5-1.18 SUSPENSION OF CONTRACT. If at any time in the opinion of the District Board, the Contractor has violated any terms of this contract, failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the District Board in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the District Board may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the District Board, or its duly authorized representative, may employ other parties to carry the contract to completion, employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such a manner as the Engineer may deem proper; or the District Board may annul and cancel the contract and re-let the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the District; but such forfeiture will not release the contractor or his sureties from liability or failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the District as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion as determined by the Engineer have been paid.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the District Board shall be binding on all parties to the contract.

5-1.19 TEMPORARY SUSPENSION OF WORK. The Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work, or extra work that may be done by District Forces. The Contractor shall immediately obey such order of the Engineer and shall not resume the work until ordered in writing by the Engineer.

5-1.20 NOT USED.

5-1.21 PAYMENT(S) AND FINAL PAYMENT.

Following final inspection of the Work by the Engineer and certification to the Board by the Engineer that the Work has been completed in accordance with the Contract Documents, the District shall pay the Contractor 90% of the

Contract Price and the District shall retain 10% of the Contract Price until 35 days after recordation by the District of a notice of completion and receipt of conditional waivers and releases upon final payment executed by all subcontractors and suppliers of materials. The Engineer shall also, after the completion of the contract, make a final estimate of the amount of work done thereunder, and the value of such work, and the District shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contract Time exceeds 60 days, the District shall make partial payments to the Contractor by the 25th day of each month for 90% of all work performed by the Contractor during the preceding month. Subject to Public Contract Code section 9203, the District may elect to pay more than 90% of the amount of any progress estimate upon recommendation of the Engineer but such payment shall not constitute a waiver of the District's right to retain 10% of subsequent progress payments. At the request and expense of the Contractor and pursuant to Public Contract Code section 22300, securities equivalent to any amount withheld by the District to ensure the Contractor's performance under the Contract shall be deposited with the District as substitute security, or, at the Contractor's request, with a state or federally chartered bank in California as the escrow agent. Escrow instructions shall conform to the requirements of Public Contract Code section 22300.

The District may withhold funds, or because of subsequently discovered facts, nullify the whole or any part of any certificate for payment, to such extent as may be necessary to protect the District from loss due to causes including but not limited to the following:

- Defective work not remedied;
- Claims filed or information reasonably indicating probable filing of claims;
- Failure of Contractor to make payment due for materials and/or labor;
- Information causing reasonable doubt that the contract can be completed for any unpaid balance;
- Damages to another Contractor; and
- Breach of any terms of this contract.

When any and all such causes are removed, certificates shall be issued for amount withheld.

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 party of the first part, 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 alterations of the same, shall release the District, the District Board, and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

5-1.22 HAZARDOUS MATERIALS. The Contractor shall be held responsible for his worker's and subcontractor's well-being and their education of handling hazardous materials when hazardous materials are encountered during this project.

5-1.23 SUBCONTRACTING. The Contractor must perform at least 50% of the contract value with his own forces.

5-1.24 SUBSTITUTION OF A SUBCONTRACTOR. The substitution of a subcontractor shall not be allowed except as provided by Section 4107 of the Public Contract Code.

5-1.25 FEDERAL AND STATE ENVIRONMENTAL AND ENDANGERED SPECIES COMPLIANCE: Contractor and its employees, agents, representatives, officials, officers, volunteers, consultants, and/or subcontractors shall comply with all State and Federal laws, rules, and regulations regarding and with respect to the California Environmental Quality Act ("CEQA"), the National Environmental Protection Act ("NEPA"), and the Endangered Species Act ("ESA"). Furthermore, with respect to the documents set forth under Part B hereto entitled the "Environmental Impact Report – Mitigation Monitoring Program" and the "Environmental Commitment Program", Contractor and its employees, agents, representatives, officials, officers, volunteers, consultants, and/or subcontractors shall comply with the requirements set forth therein.

5-1.26 EXCLUSION OF DISBARRED CONTRACTORS: The Contractor shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwaldbp.shtml

5-1.27 TRAFFICKING IN PERSONS AGREEMENT: The Contractor, its employees, and Subcontractors and their employees may not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Contractor must include this provision in its subcontracts under this Agreement. The Contractor understands that failure to comply with this provision may subject the District to loss of federal funds for this project. The Contractor agrees to compensate the District for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition. Trafficking Victims Protection Act of 2000.

5-1.28 DISCOVERY OF TRIBAL RESOURCES - The Contractor shall notify the Engineer within 4 hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient shall ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource.

5-1.29 SIGNAGE - The Contractor shall place a sign at least four feet tall by eight feet wide made of 3/4 inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos:



"Funding for Kern-Tulare Water District Oil Field Water Reuse Project has been provided in full or in part by the Proposition 1 - the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

The Project sign shall include the District's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

5-1.30 EXECUTIVE ORDER NO. 11246 - The Contractor shall agree to the following requirements:

"During the performance of this contract, the contractor agrees as follows:

"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) 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, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. J 1246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, Regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. J 1246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. "

5-1.31 DISADVANTAGED BUSINESS ENTERPRISES (40 CFR Part 33) REQUIREMENTS. The Contractor shall comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp. The Recipient shall comply with, and agrees to require its sub-contractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. (IUP)

5-1.32 PROCUREMENT PROHIBITIONS. Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, administration of the clean air act and the federal water pollution control act with respect to federal contracts, grants, or loans; 42 USC § 7606; 33 USC § 1368. The Contractor may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/> .

5-1.33 CORRELATION AND INTENT OF DOCUMENTS. The Bid Documents, Contract Documents, and Contract with respect to this Project are complementary, inter-related, and work in conjunction with each other. What is called for in any one shall be binding as if called for in all. The intention of the Bid Documents, Contract Documents, and the Contract with respect to this Project are to require a complete and finished piece of Work including, but not limited to, all labor, services, materials, supplies, equipment, facilities, and transportation necessary for the proper execution of the Work.

5-1.34 CLAIMS AGAINST THE DISTRICT AND PAYMENT OF ATTORNEYS' FEES. Contractor shall comply with the provisions set forth under Public Contract Code Sections 9204 et seq. and 20104 et seq. for purposes of

submitting, filing, and/or lodging a claim against the District. The provisions of Public Contract Code Sections 9204 et seq. and 20104 et seq. are incorporated herein by this reference.

5-1.35 CONTRACTOR'S LICENSE. Contractor, including all Subcontractors, shall possess a valid California Contractor's License, of the required class for the Work to be performed and completed as required by the Project, the Bid/Contract Documents, at the time the Bid/Proposal is submitted and during the entire course of performance under the Project Contract. Said California Contractor's License is required to remain in effect for the duration of the Project. The following statement, in pertinent part, shall be included in at least 10-point type on all written contracts with respect to which the person is a Prime Contractor in accordance with Section 7030 of the California Business and Professions Code:

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

Furthermore, failure of the bidder to obtain proper and licensing for an award of a contract shall constitute a failure to execute the contract and shall result in forfeiture of the bidder security under Public contract Code Section 20103.5.

5-1.36 Contractor Registration with Board of Industrial Relations. Pursuant to Labor Code Section 1725.5, all Contractors, including all Subcontractors, are to be registered with the Department of Industrial Relations in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public work contract. The foregoing are required to register with the Department of Industrial Relations prior to bidding, being included in a bid or engaging in Work set forth herein and required of the Project. Said registration shall be maintained by the Contractor at all times prior to and throughout the course of performance and completion of the Project, and the cost and renewal associated therewith shall be the sole responsibility of the Contractor and/or Subcontractor.

SECTION 6 - CONTROL OF MATERIALS

6-1.01 GENERAL.

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of all materials to be used in the work, for testing or examination as desired by the Engineer.

All tests of materials furnished by the contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in the specifications.

6-1.02 BORROW, DISPOSAL AND MATERIAL SITES. The operation of any borrow or disposal sites used by the Contractor to produce or dispose of material for this project shall comply with the requirements in these special provisions. All provisions for water pollution, dust control, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Upon completion of the work, all such sites and haul roads shall be graded and treated so that, at the time of final inspection of the contract, they will drain, will blend with surrounding terrain, and will have a potential as a source of blowing dust or other pollution which is no greater than when in their original condition.

If the Contractor obtains necessary permits for borrow, disposal or material sites from the authority having jurisdiction or from the appropriate pollution control boards and such permits contain requirements which conflict with the requirements in the first and second paragraphs of this section, the requirements of the permits shall govern over the conflicting requirements of this section provided the permit requirements have been approved by the Engineer.

The property owner on the NE quadrant of the project has expressed an interest in receiving any waste soil from the project site, if any becomes available. The Contractor may, at his discretion, make arrangements with this owner if it is advantageous. Contact the District General Manager for further information about this option.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

6-1.03 CERTIFICATES OF COMPLIANCE. The Engineer may permit the use of certain materials or assemblies, prior to sampling and testing, if accompanied by a Certificate of Compliance.

6-1.04 AMERICAN IRON AND STEEL. Contractor shall not purchase "iron and steel products" produced outside of the United States on this Project. The Contractor shall certify that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.