

Kern Sanitation Authority

Craig M. Pope, General Manager

4101 Kimber Avenue

Bakersfield, CA 93307

(661) 862-8984

Fax: (661) 837-8920

March 23, 2021

Ref: Contract No. 21086

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

CONTRACT NO. 21086, PLANS, SPECIFICATIONS, AND NOTICE TO CONTRACTORS FOR KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS

(Fiscal Impact: \$520,000; Kern Sanitation Authority; Budgeted; Discretionary)

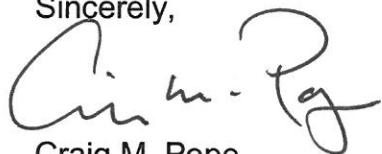
The purpose of this letter is to request Board approval of plans and specifications and to authorize the Department to publish the Notice to Contractors for the Kern Sanitation Authority repairing and coating of headworks project. Sufficient funds have been budgeted for this project.

The work to be performed consists, in general, of preparing and coating of headworks, replacing electrical conduits, wires, receptacles, junction boxes, grit rake drive, pump electrical controls and junction boxes, and installing chain link fence and gate.

Plans and Specifications are on file at the Clerk of the Board's office.

Therefore, IT IS RECOMMENDED that your Board make finding that this project is categorically exempt from the requirements of the California Environmental Quality Act, per Section 15301(c) of the State CEQA Guidelines; approve the plans and specifications, authorize Chairman to sign the plans; and authorize the Public Works Department to publish the Notice to Contractors in a newspaper of general circulation, pursuant to Section 20392 of Public Contract Code. Bid opening date is to be Wednesday, April 21, 2021, 11:00 A.M., at 2700 "M" Street, Bakersfield, CA 93301.

Sincerely,



Craig M. Pope
Director

CMP:SL:kt

K:\Administration\Board\2021\03-March\2021-03-23\KSA_Contract_21086_Advertise\KSA_Contract_21086_Advertise.docx

Attachments

cc: CAO, County Counsel, LB, MBL, SG, AB, SM, YA, BF, Permits, Lab, Contract File, Construction File

**Public Works Department
County of Kern, State of California**

**NOTICE TO BIDDERS
CONTRACT NO. 21086**

1. The County of Kern (**County**) will receive sealed Bids for construction on a facility in accordance with the plans and special provisions therefor to which special reference is made as follows: **FOR CONSTRUCTION OF KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS**, until 11:00 a.m. on **April 21, 2021**, at the following locations:
 - (a) Delivered in person or by courier service to the Kern County Public Works Department, **Plans and Specifications Counter, 4th Floor, Public Services Building, 2700 "M" Street, Bakersfield, California** from 10:45 a.m. until 11:00 a.m. on the above specified bid opening date, bids will also be accepted in the first floor meeting room of said Public Services Building.
 - (b) Mailed via United States Postal Service to Kern County Public Works Department, 2700 "M" Street, Suite 400, Bakersfield, California, 93301.
2. No bid will be considered unless it is made on a Bid form furnished by the County's Public Works Department (**Department**) and accompanied by bidder's security in an amount equal to 10% of the amount bid in accordance with the provisions set forth under Section 2, "Bidding," of the Standard Specifications of the State of California Department of Transportation, dated 2018, as modified by the special provisions. Plans, specifications, any addenda, and standard Bid form to be used for bidding on this project may be obtained at <https://kernpublicworks.com>.
3. The successful bidder must complete the work, including plant establishment work, within **90** working days.
4. The County reserves the right to reject any and all bids. If the contract is to be awarded, it will be awarded by the Board of Supervisors to the lowest responsible bidder whose bid complies with all prescribed requirements. The successful bidder must furnish a Performance Bond and a Payment Bond each in the amount of 100% of the contract price and on the County's form. Pursuant to Public Contract Code Section 22300, the substitution of securities for money withheld by Kern County to ensure performance of the contract will be permitted. All documents submitted in compliance with the requirements of this bid package and the contract must be scannable and photocopiable.
5. Each bidder must be licensed as required by law at the time the contract is awarded. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The contractor license classification required for this project is: **A or C-33**.
6. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.
7. No discrimination shall be made in the employment of persons for this project. Labor Code Section 1735 and all other applicable State and Federal requirements relating to employment discrimination shall be complied with.
8. Pursuant to the provisions of Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid, 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 Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to Civil Code Section 1725.5. **Please note: It is not a violation of Section 1771.1 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.** Any bids submitted without proof that Bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, shall not be accepted by the County.
9. In accordance with Labor Code Section 1771.4, the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

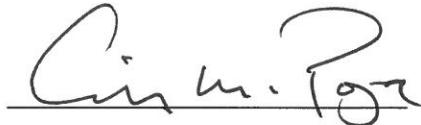
10. Interested subcontractors may obtain a list of plan-holding general contractors at <https://kernpublicworks.com>. Interested subcontractors should then contact general contractors for possible participation in their Bids on this project.
11. County shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. No bidder shall include in its Bid any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7.
12. Each bidder is hereby informed that, upon submittal of its Bid to the County, the Bid is the property of the County. The County shall consider each Bid subject to the public disclosure requirements of the Public Records Act (Government Code section 6250, et seq.) after Bid opening, unless there is a legal exception to public disclosure.
13. County specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the work.
14. Pursuant to Part 7 of Division 2 of the California Labor Code (Section 1720 et seq.) the Contractor shall not pay less than the prevailing rate of wages to workers on this project as determined by the Director of California Department of Industrial Relations. The Director's schedule of prevailing rates is on file and open for inspection at the Kern County Public Works Department, may be obtained at <http://www.dir.ca.gov/copr/DPreWageDetermination.htm>, and is incorporated herein by this reference.
15. All insurance (other than Workers Compensation/Employers' Liability) shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an A-, VII rating or in special circumstances, issuers pre-approved by both the Risk Management Division of the Office of County Counsel and the Public Works Department at least 5 business days prior to bid opening. Request for pre-approval to be submitted by RFI.
16. The Contractor is invited to attend a non-mandatory pre-bid meeting and job walk on Wednesday, April 07, 2021, at 10:00 a.m. at the Kern Sanitation Authority Wastewater Treatment Plant, in Kern County, 4101 Kimber Avenue, Bakersfield CA 93307.
17. Subcontractors wishing information regarding bidding procedures, insurance or bonding requirements may call Angela Willis at (661) 862-8890.

GENERAL DESCRIPTION OF WORK

The work to be performed consists, in general, of preparing and coating of Headworks, replacing electrical conduits, wires, receptacles, junction boxes, grit rake drive, pump electrical controls and junction boxes, and installing chain link fence and gate.

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED, AND REGULATED BY CONTRACTOR'S STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CA 95814.

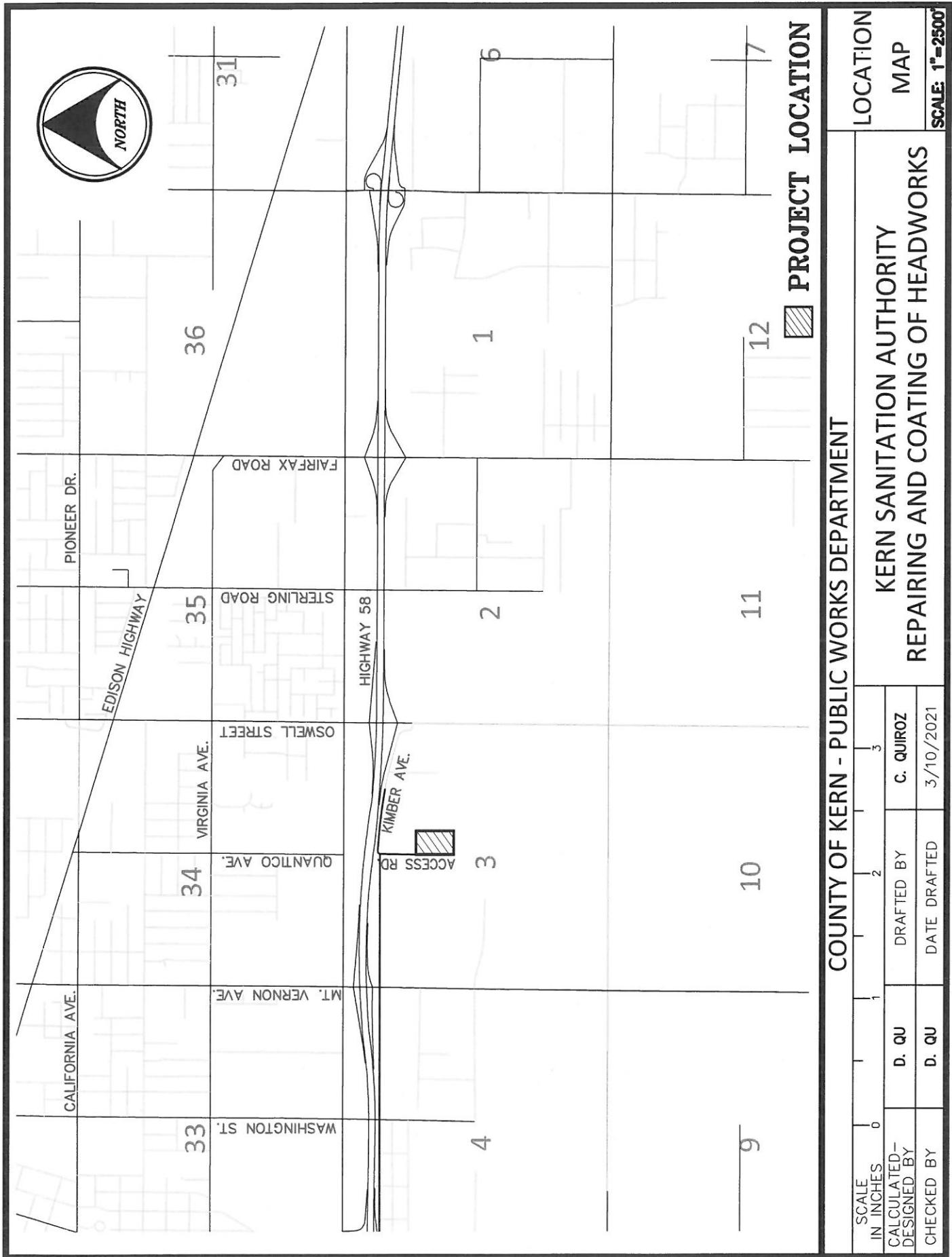
COUNTY OF KERN



Date: March 23, 2021

Craig M. Pope

Director, Public Works Department



SPECIAL PROVISIONS

NOTICE TO BIDDERS BID FORM AND CONTRACT FOR CONSTRUCTION OF

KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS

Contract No. 21086

PROJECT NO.
9144-M00001



BID OPENING DATE
April 21, 2021

PRE-BID MEETING
April 07, 2021

KERN COUNTY PUBLIC WORKS DEPARTMENT

Craig M. Pope, Director

**FOR USE IN CONNECTION WITH THE STANDARD SPECIFICATIONS
OF THE STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION, DATED 2018**

CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED: A or C-33

**Public Works Department
County of Kern, State of California
CONTRACT NO. 21086**

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[To Be Inserted During Bid Period]

**Public Works Department
County of Kern, State of California**

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3. The successful bidder must complete the work, including plant establishment work, within **90** working days.
4. The County reserves the right to reject any and all bids. If the contract is to be awarded, it will be awarded by the Board of Supervisors to the lowest responsible bidder whose bid complies with all prescribed requirements. The successful bidder must furnish a Performance Bond and a Payment Bond each in the amount of 100% of the contract price and on the County's form. Pursuant to Public Contract Code Section 22300, the substitution of securities for money withheld by Kern County to ensure performance of the contract will be permitted. All documents submitted in compliance with the requirements of this bid package and the contract must be scannable and photocopiable.
5. Each bidder must be licensed as required by law at the time the contract is awarded. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The contractor license classification required for this project is: **A or C-33**.
6. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.
7. No discrimination shall be made in the employment of persons for this project. Labor Code Section 1735 and all other applicable State and Federal requirements relating to employment discrimination shall be complied with.
8. Pursuant to the provisions of Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid, 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 Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to Civil Code Section 1725.5. **Please note:** *It is not a violation of Section 1771.1 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.* Any bids submitted without proof that Bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, shall not be accepted by the County.
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14. Pursuant to Part 7 of Division 2 of the California Labor Code (Section 1720 et seq.) the Contractor shall not pay less than the prevailing rate of wages to workers on this project as determined by the Director of California Department of Industrial Relations. The Director's schedule of prevailing rates is on file and open for inspection at the Kern County Public Works Department, may be obtained at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>, and is incorporated herein by this reference.
15. All insurance (other than Workers Compensation/Employers' Liability) shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an A-, VII rating or in special circumstances, issuers pre-approved by both the Risk Management Division of the Office of County Counsel and the Public Works Department at least 5 business days prior to bid opening. Request for pre-approval to be submitted by RFI.
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COUNTY OF KERN

Date: March 23, 2021

Craig M. Pope
Director, Public Works Department

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Public Works Department
County of Kern, State of California

SPECIAL PROVISIONS, BID FORM AND CONTRACT

FOR CONSTRUCTION OF
KERN SANITATION AUTHORITY REPAIRING AND
COATING OF HEADWORKS

Annexed to Contract No. 21086

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

THESE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER
THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEER:

SIGNED: _____

DATE: March 23, 2021

Chiming Qu, P.E.
Engineering Manager – Design
Finance and Engineering Division
Public Works Department, County of Kern



FOR USE IN CONNECTION WITH THE 2018 STANDARD SPECIFICATIONS OF THE
DEPARTMENT OF TRANSPORTATION OF THE STATE OF CALIFORNIA

DIVISION I GENERAL PROVISIONS

1 GENERAL

Replace the 12th paragraph of Section 1.01 with:

The following items from the Contractor must be in writing:

1. Assignments
2. Notifications
3. Proposals
4. Reports
5. Requests, including RFIs, sequentially numbered
6. Subcontracts
7. Test results

Replace the 4th paragraph of Section 1-1.05 with:

Where a section number is referenced without a reference to a document, the reference is to a section of the *Standard Specifications* as revised by any special provision.

Replace "authorized laboratory" and its definition in Section 1-1.07B with:

Authorized laboratory: The laboratory of the Public Works Department of the County of Kern or other laboratories authorized by the Public Works.

Replace "contract" and its definition in Section 1-1.07B with:

Contract: When referencing a single document, the Agreement; otherwise, contract documents.

Replace item 2.2.5.5. in the definition of "day" in Section 1-1.07B with:

- 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner (other than the County) resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

Replace "Department" and its definition in Section 1-1.07B with:

Department or Department of Transportation: The Public Works Department of the County of Kern, also referred to as the County (except where Department of Transportation forms or publications are cited, such cites are to remain as written, or where context clearly requires a reference to the State of California Department of Transportation (Caltrans)).

Replace "Director" and its definition in Section 1-1.07B with:

Director: The Director of the Public Works Department of the County of Kern.

Replace "Engineer" and its definition in Section 1-1.07B with:

Engineer: The Director of the Public Works Department of the County of Kern, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Replace "plans" and its definition in Section 1-1.07B with:

Plans: Standard plans, revised standard plans (to the extent incorporated into the contract) and project plans.

1. **standard plans:** Standard Plans of the State of California Department of Transportation, dated 2018.
2. **revised standard plans:** Revisions to the standard plans issued by Caltrans
3. **project plans:** Drawings specific to the project, including authorized shop drawings

Replace "specifications" and its definition in Section 1-1.07B with:

Specifications: Standard specifications and special provisions.

1. **standard specifications:** The Standard Specifications of the State of California Department of Transportation, dated 2018.
2. **special provisions:** These Special Provisions.

Replace "State" and its definition in Section 1-1.07B with:

State: The County of Kern, State of California (except in connection with professional licensing and registration requirements, or other legal requirements where the context clearly does not refer to the County, in which cases it means the State of California).

Add to Section 1-1.07B:

Agency: The County (unless context clearly indicates other federal, state or local government agency).

Agreement: The executed Agreement for Construction Work or other written and executed agreement between the County and the Contractor.

Bidding Documents: Bid Form and all other items identified in Table of Contents as Bidding Forms.

Caltrans: Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90.

Contract documents: The Notice to Bidders, Agreement, specifications, plans, bonds, contract-specific plans and specifications, addenda and other items identified herein or therein as contract documents. Project supplemental information and information supplied for bidding purposes are not contract documents unless expressly otherwise provided in the contract or special provisions.

County: The County of Kern, State of California.

Department's Office: See special provision section 1-1.11.

Design Engineer: The licensed engineer who furnished the project-specific plans and specifications for the project.

Owner: The County.

State Contract Act: Chapter 1, Division 2 of the Public Contract Code. (See special provisions section 7-1.02J.)

Table of Contents: The table of contents which precedes these special provisions.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

Replace Section 1-1.08 with:

1-1.08 RESERVED

Replace Section 1-1.10 with:

1-1.10 RESERVED

Replace the row for “Department” in the table in Section 1-1.11 with:

Department	https://kernpublicworks.com	Kern County Public Works Department Public Services Building 2700 "M" Street, Suite 400 Bakersfield, California, 93301	Tel: (661) 862-5100
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Replace the 1st paragraph of Section 1-1.12 with:

Make check and bonds payable to the County of Kern.

Replace Section 1-1.13 with:

1-1.13 REVISED STANDARD SPECIFICATIONS

The Caltrans revised standard specifications are not incorporated into this contract unless expressly stated. Nothing within this contract relieves you of your obligation to follow current law. Different laws apply to a state entity than the County. It is your responsibility to know which laws apply to the County of Kern.

2 BIDDING

Replace the headings and paragraphs in Section 2 with:

2-1.01 GENERAL

Section 2 includes specifications related to bid eligibility and the bidding process.

Your failure to provide submittals, required by these Special Provisions to be provided after bid opening, may be used in the determination of you as a non-responsible bidder on future Public Works contracts.

The bid form is bound in this book together with the *Notice to Bidders*, Special Provisions, and other forms. Wherever, in the specifications and other contract documents, reference is made to a book entitled "bid book," such reference shall be considered as a reference to this book.

The date and time for submission of bids shall be extended by no less than 72 hours in the event the County issues any material changes, additions or deletions to the plans and specifications later than 72 hours prior to scheduled bid closing. Revisions, if any, will be issued in the form of a written addendum and published at <https://kernpublicworks.com/>. Bidders are solely responsible for ensuring the receipt of any and all addenda. All addenda issued by the Department shall be included in the bid proposal and made part of the contract documents. Failure to acknowledge receipt of all addenda may result in bid rejection.

To be considered responsive, the bid must take into account all issued addenda.

2-1.02 BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

2-1.03 RESERVED

2-1.04 CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid form for a public works project 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)].

2-1.05 RESERVED

2-1.06 BID DOCUMENTS

2-1.06A General

Standard Specifications and *Standard Plans* are available at the Caltrans Construction Contract Standards website, <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>

Special Provisions, Bid Form and Contract and project plans may be obtained as described in the Notice to Bidders.

2-1.06B Supplemental Project Information

Supplemental Project Information (if any) is available at the Department's Plans and Specifications Counter, 4th Floor, Public Services Building, 2700 "M" Street, Bakersfield, California.

2-1.06C Bidder Inquiries

Email request for clarification or interpretation to Angela Willis at WillisA@ kerncounty.com. Requests must be received at least 5 business days prior to bid opening. The Department will not respond to RFIs submitted after that time, unless the Department determines at its sole discretion that it is in the best interest of the public and the Department to do so.

Responses will be provided no later than 3 business days from when the RFI is received. If a question will affect all contractors who are bidding the contract, the Department will issue an addendum to the contract.

2-1.07 JOB SITE AND DOCUMENT EXAMINATION

2-1.07A General

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Your investigation must include, without limitation, requesting and thoroughly examining all reports of exploration and tests of:

1. Subsurface conditions
2. As-built drawings
3. Drawings
4. Product specification(s)specifications or reports
5. All Existing Conditions Data (as defined below)

As part of your examination, contact the utility companies listed in Section 5-1.36D and ascertain to your satisfaction the extent and presence of facilities which may affect the contract operations. By submission of a bid, you warrant such contact has been made and that you are familiar with all utilities and non-highway facilities which may affect the work.

It is your responsibility to verify vertical clearances to low hanging overhead utilities, railroad cantilevers, and any other potential vertical obstructions that may affect your ability to complete the work.

You must request and thoroughly examine all Existing Conditions Data made available by the Department for bidding or contracting purposes or during your pre-bid examination. Existing Conditions Data is information regarding existing above ground and (to the extent applicable) below ground conditions, including information (as applicable) regarding:

1. Underground Facilities
2. Geotechnical data
3. As-built data
4. Utility surveys
5. Record documents
6. Hazardous materials surveys or similar materials which may appear or be referenced in the contract documents.
7. Local conditions

Your examinations must consider fully the fact that Existing Conditions Data is in many cases based on information furnished to the Department by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. You must:

1. provide the Department with prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the contract documents and the Existing Conditions Data, and
2. subject to the Department's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Bidder may deem necessary in order to perform and furnish the work in accordance with the terms and conditions of contract documents.

You are responsible to determine any federal, state or local laws and regulations that may affect cost, progress, performance or furnishings of work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by you and safety precautions and programs incident thereto.

During performance of the Contract, you will be charged with knowledge of all information that you should have learned in performing these examinations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Bidder should have known as a part of this work. You shall be responsible for the resultant losses, including, without limitation, the cost of correcting defective work.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

2-1.07B Limited Reliance Permitted on Owner's Existing Conditions Data

Regarding aboveground and as-built conditions shown on the contract documents or supplied by the Department, such information has been compiled in good faith, however, the Department does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. You must independently verify such information as part of your pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to the Department's attention through written question issued during the bid period. In executing contract, you must rely on the results of your own independent investigation and must not rely on Department-supplied information regarding aboveground conditions and as-built conditions, and you must accept full responsibility for your verification work sufficient to complete the work as intended.

Regarding subsurface conditions other than Underground Facilities shown on the contract documents or otherwise supplied by the Department, you may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the contract documents. The Department is not responsible for the completeness of any subsurface condition information, your conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown.

2-1.07C Additional Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects

As part of your pre-bid investigations for projects involving excavation and/or relocation of existing utilities, you shall make reasonable efforts to verify information regarding underground facilities including, without limitation, requesting additional information or verification of information as necessary.

Because of the nature and location of County and the project, the existence of Underground Facilities is deemed inherent in the work of the contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. You must, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. You must carefully consider all supplied information, request additional information you may deem necessary, and visually inspect the site for above ground indications of Underground Facilities. You must also consider local underground conditions and typical practices for Underground Facilities, either through your own direct knowledge or through your subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

2-1.08 RESERVED

2-1.09 BID ITEM LIST

Submit a bid based on the bid item quantities shown on the Bid Form.

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor that will perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.

3. Public works contractor registration number
4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

Bidder shall not use any subcontractor who is ineligible to perform work on this project pursuant to Sections 1777.1 or 1777.7 of the Labor Code, which pertain to the Labor Commissioner's debarring of certain contractors for noncompliance with the Labor Code.

Complete subcontractors list must be submitted with all other Bidding Documents, except as otherwise provided in Subcontractors List.

2-1.11 RESERVED

2-1.12 RESERVED

2-1.13 RESERVED

2-1.14–2-1.32 RESERVED

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

2-1.33A General

Complete Bid Form and all other Bidding Documents identified in the Table of Contents. Submit all Bidding Documents to location, in the manner and at the time identified in Notice to Bidders and this special provision.

Submit your bid in a sealed envelope bearing the bidder's name, address, and name of the project for which the bid is submitted.

Submission of bids shall be within a sealed envelope labeled with the following information:

BID OF:	<i>INSERT BIDDER'S NAME</i>
CONTRACT NO.	21086
SEALED BID FOR:	KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid will be considered nonresponsive.

2-1.33B Bid Form Submittal Schedules

The *Bid* book includes forms specific to the contract. The deadlines for the submittal of the forms vary depending on the requirements of each contract. Determine the requirements of the contract and submit the forms based on the applicable schedule specified in section 2-1.33B.

Bid forms and information on the form that are due after the time of bid may be submitted at the time of bid.

Submit the bid forms according to the schedule shown in the following table:

Bid Form Submittal Schedule

Form	Submittal deadline
Bid to the Board of Supervisors of Kern County	Time of bid
Bidder's Security	Time of bid
Subcontractor List	Time of bid

Non-Collusion Declaration	Time of bid
Bidder Certifications	Time of bid
County of Kern Bidders List	Time of bid

2-1.33C Required Noncollusion Declaration

Pursuant to Section 7106 of the Public Contract Code, each bid shall be accompanied by a Noncollusion Declaration executed by the bidder. Form of declaration is contained in this book.

2-1.34 BIDDER'S SECURITY

Bids must include one of the following forms of bidder's security:

1. Cash
2. Cashier's check
3. Certified check, (certified without qualification and drawn on a solvent bank of the State of California or a national bank doing business in the State of California)
4. Bidder's bond in form contained in this book signed by a surety insurer who is admitted in California

The security shall be in an amount equal to at least 10 percent of the total amount bid. A bid will not be considered unless the required bidder's security is enclosed with it.

2-1.35–2-1.39 RESERVED

2-1.40 BID WITHDRAWAL

An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid.

After the bid opening time, you cannot withdraw a bid.

2-1.41–2-1.42 RESERVED

2-1.43 BID OPENING

The Department publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

If apparent low bidder is determined to be non-responsive or non-responsible, then the County may proceed to the next apparent low bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this apparent low bidder were the original apparent low bidder.

2-1.44 BID EVALUATION

For a lump sum based bid, the County compares bids based on the total price.

For a unit price based bid, the County compares bids based on the sum of the item totals (Extension Prices).

For a cost plus time based bid, the County compares bids based on the sum of the item totals and the total bid for time.

The County breaks a tied bid with a coin toss.

The County may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as the County deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the work in accordance with the contract documents to County's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.

The County shall have the right to consider information provided by sources other than Bidder. The County shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words. In the event the Bid Form itself specified rules which would cause a different result, the Bid form rules shall control.

Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of the County made as part of Bid evaluation process after submission of Bid.

Consistent with Section 5-1.13A, except for a building-construction non-federal-aid contract, the Contractor must perform work equaling at least 30 percent of the value of the original total bid with its own employees and with equipment it owns or rents, with or without operators.

2-1.45 RESERVED

2-1.46 BID REJECTION

The County may reject:

1. All bids
2. A nonresponsive bid
3. A bid of a non-responsible bidder.
4. Any bid which includes any alteration of form, additions not called for, or irregularities of any kind. Accordingly, a bid may be rejected if it contains bid items with more than one unit price, more than one extension price, or additional bid items such as sales tax. The bidder's unit prices, extension prices, subtotals and totals should be inserted as indicated on the bid form.

In addition, the County may re-bid, or waive inconsequential deviations from bid requirements not involving time, price, or quality of the work.

2-1.47 BID RELIEF

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the Department at Department's Office.

2-1.48 RESERVED

2-1.49 SUBMITTAL FAILURE HISTORY

The Department considers a bidder's past failure to submit documents required after bid opening in determining a bidder's responsibility.

2-1.50 BID RIGGING

The US Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.51 PUBLIC RECORDS ACT REQUESTS

In accordance with the Public Records Act, County will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures set forth herein, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and shall be returned to the submitter. Except as otherwise require by law, County will not disclose trade secrets or proprietary financial information submitted by Bidders that has been designated as confidential by Bidder. Any such trade secrets or proprietary financial information that Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.

Upon a request for records regarding this Bid, County will notify the Bidder involved, within ten Days from receipt of the request, when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests that County refuse to comply with the records request, Bidder shall take all appropriate legal action, indemnify

and defend County's refusal to produce the information in all forums; otherwise County will make such information available to the extent required by applicable law, without restriction.

Information disclosed in the Bid and the attendant opened submissions are the property of County unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

2-1.52 ACCESS TO RECORDS

The Grantee (County), the Controller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions for a period of three years after the project is completed or until all project audit findings have been resolved, whichever comes last.

3 CONTRACT AWARD AND EXECUTION

Replace the headings and paragraphs in Section 3 with:

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

3-1.02 CONSIDERATION OF BIDS

3-1.02A General

For a lump-sum-based bid, the Department compares bids based on the total price.

For a unit-price-based bid, the Department compares bids based on the sum of the item totals.

For a cost-plus-time-based bid, the Department compares bids based on the sum of the item totals and the total bid for time.

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

3-1.02C MANDATORY BID PROTEST PROCEDURES

Any Bid protest must be submitted in writing to Department's Office before 2:00 p.m. of the fifth day following issuance of Notice of Intent to Award for Construction. County shall fax or e-mail the Notice to all Bidders that submitted Bids and all parties who requested that the Owner provide such notice. The Notice shall identify the Bidder recommended for award.

3-1.02D Procedures for Submitting Bid Protests

The initial protest must contain a complete statement of the basis for the protest. The protest must refer to the specific portion of the document that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

Only Bidders who County otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other party will not be considered.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

3-1.02E Exclusive Remedy

The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of a Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

3-1.03 CONTRACTOR REGISTRATION

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.

3-1.04 CONTRACT AWARD

If the County awards the contract, it will be to the lowest responsible bidder whose bid complies with all of the requirements prescribed and will be made within 60 days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.

3-1.05 CONTRACT BONDS (PUB CONT CODE § 20129, CIVIL CODE § 9550)

The successful bidder shall furnish a Construction Performance Bond and a Construction Labor and Material Payment Bond, each in a sum equal to 100% of the contract price. Said bonds must

be on the forms included in this book, and shall be properly filled out and executed. Each bond shall be executed by an admitted surety insurer.

In conjunction with the submittal of bonds, the successful bidder shall furnish the following information: (a) the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bonds to do so; (b) a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California; and (c) a certificate pursuant to CCP 995.640(a) from the clerk of Kern County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or, in the event that it has, that renewed authority has been granted. All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

3-1.06 CONTRACTOR LICENSE

1. Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 30 days prior written notice to the Department.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08–3-1.11 RESERVED

3-1.12 RESERVED

3-1.13 RESERVED

3-1.14–3-1.17 RESERVED

3-1.18 CONTRACT EXECUTION

The successful bidder must sign and deliver to County the following items, and any other items identified in the Notice of Intent to Award:

1. Contract bonds and other information identified in Section 3-1.05.
2. General liability insurance policy, certificate of insurance, and any other documents identified in Section 3-1.07.
3. Contractor's license number (if not already provided).
4. If the contract is awarded to a corporation, a corporate resolution which authorizes the person signing on behalf of the corporation to do so.

Unless otherwise provided for in the Notice of Intent to Award, all such documents must be received before the 10th business day after bidder receives the Notice of Intent to Award.

Upon confirmation of the award by the Board of Supervisors, County will deliver the Agreement to bidder.

Bidder's security may be forfeited for failure to execute the Agreement and comply with all contract execution requirements within the time specified.

3-1.19 BIDDERS' SECURITIES

The County reserves the right to retain all bidder securities until the later of (a) 60 days following award (Pub Cont Code Section 20129) or (b) execution of contract and compliance with all contract execution requirements within the time specified. In County's sole discretion, it may return all bidders' securities other than those from 1st, 2nd, and 3rd low bidders, upon the determination of the 1st, 2nd, and 3rd low bidders.

4 SCOPE OF WORK

Replace section 4-1.04 with the following:

4-1.04 USE OF MATERIALS FOUND ON THE JOB SITE

If the Engineer approves it, you may use aggregate or other materials found in excavation that comply with the specifications unless otherwise specified in Section 19-2.03D. The Department pays for the material excavated at the excavation item Contract price. Replace the quantity of material removed and used with an equal quantity of material at your own expense. The material must have been designated by the Engineer for use in the work. Do not excavate material from outside the excavation's slope and grade lines without written authorization from the Engineer.

Add the following to Section 4-1.05:

Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

Replace Section 4-1.06A with:

4-1.06A DIFFERING SITE CONDITIONS

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Replace section 4-1.08 with:

4-1.08 CONTRACTOR'S OBLIGATIONS RE UNDERGROUND FACILITIES AND SITE CONDITIONS

4-1.08A Contractor to Locate Underground Facilities

During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2, which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

Contractor shall contact USA, and schedule the work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide County with copies of all USA records secured by Contractor. Contractor shall advise County of any conflict between information provided for bidding purposes, the plans and that provided by USA records. Contractor's excavation shall be subject to and comply with the contract documents.

Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Existing Conditions Data, contract documents, or USA records, or discovered during Contractor's pre-bid investigations. Contractor shall immediately secure all such available information and notify County and the utility owner, in writing, of its discovery.

4-1.08B Contractor to Protect Underground Facilities

At all times during construction, all operating Underground Facilities shall remain in operation, unless the contract documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the work upon written authorization by the owner; and shall incorporate them into the work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.

Prior to performing work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Existing Conditions Data, contract documents, USA records, or any material otherwise reasonably available to Contractor, or discovered during Contractor's pre- or post-bid investigations. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to County for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in contract documents.

If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, indicated or discovered in the materials and investigations described in contract documents, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven days), and prior to performing any work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to County. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

The cost of all of the following will be included in the original Contract price and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, without limitation, Existing Conditions Data, and information on file at USA; (b) locating all Underground Facilities shown or indicated in the contract documents or reasonably available information, or indicated by visual observation including, without limitation, and by way of example only, through performance of all pre-Bid investigations required by contract documents and Bidding Documents and post-Bid investigations required by this special provisions, and by engaging qualified locating services, and all necessary backhoeing and potholing; (c) coordination of the work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the work.

Consistent with Government Code Section 4215, as between County and Contractor, County will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the contract documents or information made available for bidding. County will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the contract documents or information made available for bidding with reasonable accuracy, and equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of County or the utility to provide for removal or relocation of such utility facilities.

4-1.08C Concealed Or Unknown Conditions

If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to County promptly before conditions are disturbed, except in an emergency as set forth in the Standard Specifications or special provisions, and in no event later than seven days after first observance of:

1. Subsurface or latent physical conditions which differ materially from those indicated in the contract documents; or
2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract documents.

In response to Contractor's Notice of Differing Site Conditions under this paragraph, County will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the work, County will negotiate the appropriate change order following the procedures set forth in the contract documents. If County determines that physical conditions at the Site are not latent or are not materially different from those indicated in contract documents or that no change in terms of the contract documents is justified, County will so notify Contractor in writing, stating reasons (with Contractor retaining its rights to file a claim under Section 5-1.43.)

Contractor shall not be entitled to any adjustment in the contract price or contract time regarding claimed latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the contract documents preclude reliance upon.

Regarding Underground Facilities, Contractor shall be allowed an increase in the contract price, an extension of the contract time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by County only where the Underground Facility:

1. Was not shown or indicated in the contract documents or in the supplemental project Information, information supplied for bidding purposes or in information on file at USA.
2. Contractor did not know of it; and Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available.

Contractor shall bear the risk that Underground Facilities not owned or built by County may differ in nature or locations shown in information made available by County for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground

Facilities are inherent in construction involving digging of trenches or other excavations on County's project, and Contractor is to apply its skill and industry to verify the information available.

Contractor's compensation for claimed latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the work, resulting from the claimed latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the work and the actual value of that portion of the work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the work and the reasonable expectation (if any) of differing or difficult site conditions in the work area based on the available records and locale of the work.

5 CONTROL OF WORK

Replace the last paragraph in Section 5-1.01 with:

Use contract administration forms available at the Department of Transportation's website.

Replace Section 5-1.02 with:

5-1.02 CONTRACT COMPONENTS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.1. Special Provisions
 - 1.2. Project Plans
 - 1.3. Standard specifications
 - 1.4. Revised standard plans
 - 1.5. Standard plans
 - 1.6. Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs of a specification referenced by that section

If a discrepancy is found or confusion arises, submit an RFI.

Add the following to Section 5-1.03:

Nothing in this section or any other contract documents provision is intended to authorize Engineer to make any decision or give any approval that any applicable law requires be made by the County Board of Supervisors or other governmental official.

Replace Section 5-1.09 with:

5-1.09 RESERVED

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

The performance of the Contract or any Contract part may be assigned only with prior written consent from the Board of Supervisors. To request consent, submit a Contractor Action Request – Assignment of Contract Performance form. The Department does not consent to any requested assignment that would relieve you or your surety of the responsibility to complete the work or any part of the work.

In order to assign the right to receive Contract payments, you must submit to the Engineer a Contractor Action Request – Assignment of Contract Monies, Assignee Change of Name/Address form. Payments will only be assigned upon approval of the request by the Board of Supervisors. Assigned payments remain subject to deductions or withholdings described in the Contract. The Department may use withheld payments for work completion whether payments are assigned or not.

Replace Section 5-1.13B with:

Reserved

Replace Sections 5-1.13C with:

Reserved

Replace Sections 5-1.13D with:

Reserved

Replace Section 5-1.20C with:

Reserved

Add the following to Section 5-1.23B(1):

Action submittals include:

1. Shop drawings
2. Product data
3. Samples
4. Test samples
5. Quality control plans
6. Work plans
7. Material sources
8. Test data, test results, and evaluation reports

Replace Section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

The Department places stakes and marks under "The Kern County Public Works Department Preliminary Topographic Survey Guidelines and Construction Staking Booklet" pages 13-20.

Complete survey staking requests on the appropriate form and return the completed form to the Engineer. The Engineer will verify that the area is ready for staking and then submit the request to the County's Office Survey Coordinator.

After receiving the request from the Engineer, the Office Survey Coordinator will have a survey crew onsite to begin staking within a reasonable length of time. In no case will a notice of less than two working days be considered a reasonable length of time.

"The Kern County Public Works Department Preliminary Topographic Survey Guidelines and Construction Staking Booklet" and appropriate survey request form can be obtained from the Engineer.

Preserve stakes and marks placed by the survey crew. If the stakes or marks are destroyed, the Department replaces them at the Department's earliest convenience and deducts the cost.

Notify the Engineer immediately regarding any survey monuments, bench marks, control points, stakes or marks, etc., that are in jeopardy of being disturbed or destroyed by your construction, so that they may be relocated and perpetuated.

Replace Section 5-1.27E with:

5-1.27E Change Order Bills

Maintain separate records for change order work costs.

Submit change order bills to the Engineer.

Add the following to Section 5-1.30:

The Department may reduce payment for noncompliant work left in place.

Replace Section 5-1.32 with:

5-1.32 AREAS FOR CONTRACTOR'S USE

No area is available within the contract limits for your exclusive use. However, temporary storage of equipment and materials on County property may be arranged with the Engineer. Use of work areas and other County-owned property shall be at your own risk. The County shall not be held liable for damage to or loss of materials or equipment located within these areas.

Remove all equipment, materials, and rubbish from the work areas and other County-owned property you occupy and leave the areas in a presentable condition. Comply with Section 4-1.13.

You must secure, at your own expense, areas required for storage of materials and equipment or for other purposes if sufficient area is not available within the contract limits.

The County does not allow temporary residences within the County right-of-way.

Replace 7th paragraph of Section to 5-1.36A with:

Install sheet piling, cribbing, bulkheads, shores, or other supports necessary to support existing facilities or support material carrying the facilities.

Maintain temporary facilities until they are no longer needed.

Dispose of temporary facilities when they are no longer needed.

Excavate and backfill as necessary to remove temporary facilities. Backfill with materials of equal or better quality and to a comparable density of surrounding materials and grade surface to match the existing grade and cross slope.

Add the following to Section 5-1.36D:

The following companies are believed to have utility and other facilities present within the project area. As part of site investigation of the project, bidders shall contact the below listed companies and ascertain to the bidder's satisfaction the extent and presence of facilities which may affect the contract operations. By submission of a bid, the bidder warrants such contact has been made and the bidder is familiar with all utilities and non-highway facilities which may affect the work.

COMPANY/CONTACT	ADDRESS	PHONE
Spectrum Greg Eoff	4450 California Ave, Suite A Bakersfield, CA 93309	661-395-3351
PG&E Mike Settelmire	4101 Wible Road Bakersfield, CA 93313	661-335-2822
Cal Water Mike Koelzer	3725 South H Street Bakersfield, CA 93304	661-979-9544
AT&T Lawrence L. Olsen	4540 California Ave Suite 400 Bakersfield, CA 93309	661-631-3407

Certain underground facilities exist that may require special precautions to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which

do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

At least two working days prior to beginning excavation notify Underground Service Alert-North (USA) at 1-800-227-2600, pursuant to California Government Code 4216-4216.9,

You will be required to work around public utility facilities and other improvements that are to remain in place within the construction area, or that are to be relocated and relocation operations have not been completed. You will be liable to owners of such facilities and improvements for any damage or interference with services resulting from his operations.

You must determine the exact location of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with the services.

Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services of utilities and you shall cooperate with such forces and conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

Main or trunk line facilities for the purposes of Government Code 4215 shall mean only the primary or principal transmission facilities conveying energy, information, material or product through the construction project site to or from a substantial number of users on the far side of the project from the source of the utility. More than one main or trunk line facility of the same type may be present within the project area. Any other utility facilities or related appurtenances not a main or trunk line, are laterals, particularly where installed to distribute or supply utility services to property abutting the project site, whether such service line or lateral serves one or more abutting property owners, or other users.

You shall infer the presence of underground service laterals and appurtenances from the presence of any visible facilities, including but not necessarily limited to, buildings, meters, valve covers, manholes and junction boxes, whether or not main or trunk lines of the same type are shown on the plans.

You are advised that utility and non-highway facilities, including but not necessarily limited to main or trunk lines, which do not directly affect the immediate work (i.e.: excavation or trench areas) are not necessarily shown on the plans, whether or not such lines may be present within the road right-of-way. The absence or presence on the plans of such facilities that do not directly affect the immediate work shall not relieve you of your obligation for independent investigation to determine facilities which may affect the work.

For the purposes of Government Code 4215 and this contract, the "site of the construction project" with respect to main or trunk line facilities shall consist only of those areas actually trenched or cut where soil 30 inches below existing grade is disturbed. The phrase "identified...in the plans and specifications" shall mean "identified in the plans and specifications as they relate to areas to actually be trenched or cut, where soil 30 inches below the existing grade is disturbed."

Replace the list in the 1st paragraph of Section 5-1.38 with:

1. For highway related work, a unit shall be a road, divided highway, frontage road or a contiguous group of roads, divided highways or frontage roads which is clearly separated from all other roads, divided highways and frontage roads on the project.
2. For work not related to highways, a unit shall be an area of work which is clearly separated from all other areas of work on the project.

Replace Section 5-1.43E with:

5-1.43E Reserved

Replace Section 5-1.43F with:

5-1.43F Compliance

The provisions of this Section 5-1.43 constitute a non-judicial claim settlement procedure that, pursuant to Government Code Section 930.2, shall constitute a condition precedent to submission of a valid Government Code Claim under the Government Code.

Contractor shall bear all costs incurred in the preparation, submission and administration of a claim.

Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under specification subsections 5-1.43B, 5-143C and 5-143D above of the claims asserted.

No suit or (if otherwise permitted) arbitration may be brought against County arising out of or in connection with the project unless and until Contractor presents to County a statutory Government Code Claim, in accordance with Government Code Sections 910, et seq.

Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

Without limiting any other provision of Section 5-1.43, failure to submit and administer claims as required in Section 5-1.43 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely claim submitted under this Section 5-1.43 may not be asserted in any subsequent litigation, Government Code Claim, arbitration or legal action.

County shall not be deemed to waive any provision under this Section 5-1.43, if at County's sole discretion, a claim is administered in a manner not in accord with this Section 5-1.43. Waivers or modifications of this Section 5-1.43 may only be made a signed change order approved as to form by legal counsel for both County and Contractor; oral or implied modifications shall be ineffective.

Add the following to Section 5-1.43:

5-1.43G Disputes

5-1.43G(1) General

Notwithstanding any other provision of Section 5-1.43, Public Contract Code Sections 9204 and 20104, et seq., specify required provisions on resolving certain contract claims, which are set forth below, and constitute a part of this Contract.

For the purposes of this section 5-1.43G, **“Claim”** means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested for (1) a time extension, (2) payment or money or damages arising from work done by or on behalf of Contractor arising under the contract documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by County. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under specification Section 5-1.43 and be submitted in compliance with all requirements of that Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with contract documents claim submission requirements.

Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

5-1.43G(2) Claims Requirements

The Claim must be in writing, submitted in compliance with all requirements of specification Section 5-1.43, including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to specification sections 5-1.43B, 5-1.43C and 5-1.43D. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in specification Section 5-1.43 or elsewhere in the contract documents.

Owner may render a final determination in writing based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination in writing. Should Owner take no action on the Claim within 45 Calendar Days of submission, it shall be deemed denied. The parties may extend this 45 day period by mutual agreement upon submission of a claim.

Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.

After their submission, claims that total less than \$375,000 in the aggregate at Contract closeout shall also be subject to the Local Agency Disputes Act.

Owner shall issue payment on any undisputed portion of the Claim within 60 days of Owner's final determination in writing. Failure by County to issue a written statement shall result in the claim being rejected in its entirety. A Claim that is denied by reason of Owner's failure to respond shall not constitute an adverse finding with regard to the merits of the Claim.

5-1.43G(3) Meet and Confer

If Claimant disputes County's written response, or County fails to respond within the time prescribed above, Claimant shall notify County, in writing, either within 15 days of receipt of County's response or within 15 days of County's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand County will schedule a meet and confer conference within 30 days for settlement of the dispute.

Within ten (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 Owner shall provide the Contractor with 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 made within sixty (60) days after the Owner issues this written statement.

5-1.43G(4) Subsequent Proceedings

Any remaining disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (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 bear the fees and costs charged by its respective mediator in connection with the selection of a neutral mediator.

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 herein.

If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this Article shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.

The Claim resolution procedures in this section do not preclude Owner from requiring arbitration of disputes under private arbitration if mediation under this section does not resolve the parties' dispute.

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

Following this procedure, the Claim or any portion remains in dispute, 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 California 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 Claimant submits its written claim as set forth herein, until the time that the mediation process set forth herein is complete, including any period of time utilized by the mediation process.

If the Government Code claim is denied, Contractor may file an action in court. Such action shall be subject to Public Contract Code sections 9204 or 20104.4. This Section applies only to Claims subject to Public Contract Code Sections 9204 or 20104; if a Claim is not subject to those sections, the Contractor's rights to file a civil action shall be as otherwise provided by law.

5-1.43G(5) Claims by Subcontractors

If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a Claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a Claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on his or her 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 Owner shall furnish reasonable documentation to support the Claim. Within forty-five (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 Owner and, if the original Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

5-1.43G(6) Consistency with Public Contract Code 9204 and 20104 et seq.

If any Claim arising under this Contract is subject to the provisions of Public Contract Code sections 9204 or 20104 et seq., and if the provisions of that article require a procedure or procedural element different from that established herein, then the provisions of that article shall apply in place of the conflicting procedure or procedural element established herein.

6 CONTROL OF MATERIALS

Add the following to Section 6-1.01:

Do not use materials manufactured or produced by convict labor.

Add the following to Section 6-1.04C:

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

Add the following to Section 6-2.01A:

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace Section 7-1.02I(1) with:

7-1.02I(1) General

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

County adopts for purposes of this contract the Standard California Nondiscrimination Construction Contract Specifications (Gov. Code, Section 12990) applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000, or more. Such provisions are contained in Standard Specification section 7-1.02I(2), and your attention is drawn to such sections

Replace Section 7-1.02J with:

7-1.02J State Contract Act

The provisions of the State Contract Act do not apply to this contract except for specific language of that Act that is specifically incorporated into this contract by reference.

Replace sections 7-1.02K(1) through 7-1.02K(5) with:

7-1.02K(1) General

Contractor shall pay to persons performing labor in and about work provided for in the contract documents an amount equal to or more than the general prevailing rate of per diem wages for (i) work of a similar character in the locality in which the work is performed and (ii) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

Pursuant to Chapter 1 of Part 7 of 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 a day's work and forty hours' labor shall be a 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 prevailing rate for each craft, classification or type of work is determined by the Director of the California Department of Industrial Relations, and his schedule of prevailing rates is on file and available for inspection at the Public Works Department, or may be obtained on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>, and is incorporated herein by this reference..

7-1.02K(2) Penalties

Contractor shall forfeit, as a penalty to County, \$200.00 for each laborer, worker, or mechanic employed in performing labor in and about the work provided for in the contract documents for each Day, or portion thereof, that such laborer, worker or mechanic is paid less than the said stipulated rates for any work done under the contract documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code. The sums and amounts that are forfeited pursuant to this Paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the contract documents, pursuant to this Document 00 72 00 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by County. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

7-1.02K(3) Compliance With Wage and Hour Laws

Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, Labor Code Sections 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.

Contractor and its Subcontractors shall be responsible for compliance with Labor Code Sections 1810-1815.

Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any worker employed on the project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.

1. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the project. The record shall be kept open at all reasonable hours to the inspection County and to the Division of Labor Standards Enforcement.
2. Contractor or its Subcontractors shall, as a penalty to County, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract documents 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 Labor Code Sections 1810-1815.
3. Work performed on the project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted 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.

7-1.02K(4) Payroll Records; Prevailing Wage Monitoring; Listing of Trades Working

Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776. Further, this project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

1. Contractor and Subcontractors must 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 him or her in connection with the work of the contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
 - a. Contractor shall inform County of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has ten days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to County on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

3. With each application for payment, Contractor shall also deliver certified payrolls to County, and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.
4. Contractor shall post all jobsite notices if and when prescribed by regulation.

Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to County.

7-1.02K(5) Apprentices

7-1.02K(5)(a) Compliance Required

Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

7-1.02K(5)(b) Certification of Approval

Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

1. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
2. When the number of apprentices in training in the area exceeds a ratio of one to five;
3. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
4. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

7-1.02K(5)(c) Fund Contributions

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

7-1.02K(5)(d) Apprenticeship Standards

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

Add the following to Section 7-1.02K(6)(a):

You have the responsibility to ensure safety at the project location specified on the contract documents. The Engineer or the Engineer's representative will monitor construction on behalf of the Department for general observation that key design elements will be faithfully executed. Construction observation does not constitute superintendence of construction process, site conditions, operations, compliance with any law or regulation, equipment or personnel, or the maintenance of a safe place to work or any safety in, or about, the project location as specified in the contract documents.

Prepare a Safety and Health Plan for work at the project location in compliance with all applicable sections of the Code of Federal Regulations (CFR), Title 29 and California Code of Regulations Title 8 (Cal/OSHA), and submit the Plan to the Engineer for review. The Safety and Health Plan must be submitted and in place prior to work commencing at the site.

The Safety and Health Plan will describe the hazard assessment and project location control. The plan will describe all Health and Safety methods and procedures to be followed by the contractor. The plan will outline process and coordination with the Engineer, the Kern County Environmental Health Department's Local Enforcement Agency (LEA), and all appropriate regulatory agencies on methods to be exercised if contaminated materials are found in the field.

Report all job related accidents or health problems to the Owner.

Note in your Safety and Health Plan that valley fever (coccidioides immitis fungus) is endemic in this region and notify each employee who works on the project.

Note in your Safety and Health Plan that residual leads may be found in paint and in the soil, generated by work activities, and/or in a state of air and non-air borne particulate at the contract project location and notify each employee who works on the project.

Provide information on any chemical used at the project location. This information must include, but not be limited to, inventory, quantity, use, MSDS (Material Safety Data Sheet) and location. This information will be retained by the Engineer.

The Owner relies on the information contained in MSDS's as permitted by the Cal/OSHA Hazard Communication Standard and does not do an independent hazard determination.

Provide in your Safety and Health Plan a written methodology of dealing with fire hazards and/or explosions that may engulf the project location. Fire extinguishers with a rating of at least A, B, and C must be available at all times on the site.

Replace Section 7-1.02K(6)(j)(iii) with:

RESERVED

Replace the 6th, 7th, 8th, 9th and 16th paragraphs in Section 7-1.03 with:

Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to and maintained at a smooth, even condition, free of humps and depressions, satisfactory for the use of public traffic.

After the surface of the roadbed has been brought to a smooth, even condition for the passage of public traffic as above provided, any work ordered by the Engineer (in addition to maintaining a smooth, even condition as above provided) for accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in section 4-1.05A, "Changes and Extra Work: General" of the Standard Specifications. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at his own expense, repair any damage to the roadbed or completed subgrade, including damage caused by his operations or use by public traffic.

Except during periods of road closure, when allowed by the special provisions, a minimum of one traffic lane, not less than twelve feet in width, shall be open for use by public traffic where construction operations are actively in progress. Where construction operations are not actively in progress, not less than two such lanes shall be open for use by public traffic. Public traffic may be permitted to use the shoulders and, if half-width construction methods are used, may also be permitted to use the side of the roadbed opposite to the one under construction. No additional compensation will be allowed for any shaping of shoulders or reshaping of subgrade necessary for the accommodation of public traffic thereon during subgrade preparation and paving operations.

In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall, at his own expense, furnish, install and maintain construction area signs, lights, flares, temporary railing (Type K), barricades, changeable message signs (CSM), and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. When deemed necessary by the County, ROAD WORK AHEAD (W20-1) and END ROAD WORK (G20-2) signs shall be furnished, installed and maintained by the Contractor at locations as directed by the Engineer at least 48 hours in advance of any construction.

Flagging must comply with section 12-1. This work is to be done at your own expense.

Apply water or dust palliative for the prevention or alleviation of dust nuisance.

Replace the last sentence of the 7th paragraph in Section 7-1.04 with:

This work is to be done at your own expense.

Replace the paragraphs in Section 7-1.05A with:

County and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager and each County's representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the work; loss or damage to materials or other things used or employed in performing the work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct, or active negligence, attributable to performance or character of the work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

To the furthest extent permitted by law, (including without limitation, Civil Code Section 2782), the Contractor agrees to indemnify, defend, and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and of counsel retained by County, expert fees, costs of staff

time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of the Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons, damages to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of the Contractor by any person or entity.

With respect to third party claims against the Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives. It is the intent of the parties that the Contractor will defend, indemnify, and hold the County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives harmless as set forth above regardless of the existence or degree of fault or negligence on the part of the Contractor or the County and the agents, board members, elected or appointed officials and officers, employees, volunteers, and authorized representatives or any of these.

County shall provide timely notice to Contractor of any third-party claim relating to the contract documents, in accordance with Public Contract Code Section 9201.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout contract documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the work or the terms of the contract documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

Replace Section 7-1.05B with:

7-1.05B Responsibility to Other Entities

You are responsible for any liability imposed by law and for injuries to or death of any person, including workers and the public, or damage to property. Indemnify and save harmless any county, city or district and its officers and employees connected with the work, within the limits of which county, city, or district the work is being performed, all in the same manner and to the same extent specified for the protection of the County.

Replace Section 7-1.05C with:

7-1.05C Other

You are responsible to the fullest extent allowed by law, to defend and indemnify the County for any and all injury, illness, disease, or death arising out of or caused by an organism, including but not limited to animals, microscopic bacteria, fungi, plants and the like, to which persons, including but not limited to the public, any employees or agents of yours, the County, or any other contractors that are exposed in connection with the work on the project.

Replace the headings and paragraphs in Section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

Nothing in the contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications. Contractor shall not commence work under this contract until it has obtained all insurance required under this section and all required certificates have been filed with and approved by County, nor shall Contractor allow any subcontractor to commence work on its subcontract until its certificates have been filed with and approved by the County. Contractor shall be responsible for any deductibles under all required insurance policies.

7-1.06B Insurance and Amounts

Contractor shall maintain in full force and effect at all times between the signing of the contract and final acceptance of the completed work by the County the following Liability Insurance:

1. General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy (**Occurrence Form**). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after final completion and acceptance of the final payment for the work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than \$2,000,000 each occurrence, \$4,000,000 aggregate for products and completed operations, and \$2,000,000 general aggregate limit which applies to this contract only. The policy shall be endorsed to provide Broad Form Property Damage Coverage.
2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 each person Bodily Injury, \$1,000,000 each occurrence Bodily Injury, and \$1,000,000 each occurrence Property Damage.
3. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out work contemplated under contract documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Also, Employer's Liability insurance with limits of at least \$1,000,000 for bodily injury or disease.
4. Excess/Umbrella Liability Insurance, on an umbrella or excess liability policy form at least as broad as the GL primary underlying form, written on a "drop-down-following form" basis and covering both the General and Automobile Liability insurance, with limits of at least \$5,000,000 if the initial contract price is less than \$1,000,000 and \$10,000,000 if the initial contract price is greater than \$1,000,000.

All insurance (other than Workers Compensation/Employers' Liability) shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an A-, VII rating or in special circumstances, issuers pre-approved by both the Risk Management Division of the Office of County Counsel and the Public Works Department at least 5 business days prior to bid opening. Request for pre-approval to be submitted by RFI.

All insurance shall be primary to County and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.

Required minimum amounts of insurance may be increased should conditions of work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County, at County's costs (if they exceed amounts which Contractor already maintains).

All self-insured retentions (**SIR**) must be disclosed to the County for approval and shall not reduce the coverage limits. Insurance policies containing an SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or the County.

7-1.06C Additional Insurance Provisions

All required insurance herein (other than Workers' Compensation/Employers' Liability) shall include an endorsement naming the County and County's board members, officials, officers,

agents and employees as additional insureds for liability arising out of this contract and any operations related thereto, and provide "Cross Liability" coverage under ISO forms separation of insureds clause or commercial general liability ("severability of interest") coverage for all said additional insureds. Additional insured language must be at least as broad as the Insurance Services Office (ISO) forms GC 20 38 04 13 and GC 20 37 04 13. Any other insurance maintained by the County, its governing board, officers, employees, or agents is excess and not contributing insurance.

The insurance coverage shall contain provisions that the insurance may not be canceled or reduced during the period of the contract unless the County receives 30 days prior written notice of such cancellation or reduction. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of the Certificate of Insurance.

Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

Failure to maintain all such insurance in effect at all times until final acceptance of the completed work (and, for completed operations coverages, through the expiration of the patent deficiency in construction statute of repose set forth in Civ Pro Code § 337.15k) shall be a material breach of the contract by the Contractor.

Replace Section 7-1.08 with:

7.1-08 PERSONAL LIABILITY; COUNTY NONLIABILITY FOR CONSEQUENTIAL, ETC. DAMAGES

Neither the Director, the Engineer nor any other officer or authorized employee of the County, nor any officer or employee of any city or district shall be personally responsible for any liability arising under or by virtue of the Contract.

County, and each of its officers, board members, employees, consultants and agents including, without limitation, engineer, project manager and each other county representative, shall have no liability to contractor for special, consequential, or incidental damages, except to the limited extent that these contract documents or applicable public contracting statutes may specify their recovery.

Replace Section 7-1.09 with:

7-1.09 NO INTEREST OF PUBLIC OFFICIALS

No representative, officer, or employee of County, no member of the governing body of the locality in which the project is situated, no member of the locality in which County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the contract documents or the proceeds thereof.

Replace Section 7-1.11 with:

7-1.11 RESERVED

8 PROSECUTION AND PROGRESS

Replace the headings and paragraphs in Section 8-1.02 with:

8-1.02 SCHEDULE

8-1.02A General

Before or at the preconstruction conference, submit a CPM baseline schedule.

For each schedule, submit a plotted original and PDF version, time-scaled network diagram on a sheet at least 11 by 17 inches with a title block and timeline.

Your initial schedule must show completion of the contract within the allotted contract working days.

8-1.02B Schedule Format

On each schedule, show:

1. Planned start and completion dates of each work activity, including applicable:
 - 1.1 Submittal development, review and anticipated acceptance
 - 1.2 Material procurement
 - 1.3 Contract milestones and constraints
 - 1.4 Test periods
 - 1.5 Final cleanup
2. Order that you propose to prosecute the work
3. All controlling activities
4. Legible description of each activity
5. At least 1 predecessor and 1 successor to each activity except for project start and project end milestones
6. Duration of at least 1 working day for each activity
7. Start milestone date as the Contract approval date

8-1.02C Updated Schedule

If any proposed change in planned work would alter the critical path or extend the scheduled completion date, submit a revised schedule within 15 days of the proposed change.

8-1.02D Reserved

Replace the last sentence of the 1st paragraph of Section 8-1.03 with:

Do not start work before the preconstruction conference without written authorization. Authorization is at the discretion of the County and will not be granted until all bonds and applicable insurance are in place.

Add the following row to the table in the 2nd paragraph of Section 8-1.03:

Any other matter requested by the County	
--	--

Replace the paragraphs in Section 8-1.04B with:

As the execution of the Agreement by County is a matter of public record, Contractor will be considered to have received actual notice the date the Agreement was executed by County on the date the Agreement is so executed by County. County may, but is not required to, send written notice to Contractor.

Contractor shall submit a notice 72 hours before starting job site activities. If the project has more than one location of work, submit a separate notice for each location.

This contract has a delayed start. Contractor's working days shall begin on November 01, 2021. Contractor shall begin work within 15 calendar days after the date working days begin and shall diligently prosecute the same to completion by the time set forth in contract documents.

Add the following to Section 8-1.06:

Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Replace Section 8-1.07A with:

8-1.07A General

To request a delay-related time or payment adjustment, submit an RFI within 7 calendar days of receipt of the notice to resume work.

The Department will evaluate your request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of you, your suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. You will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless you have submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Replace the 2nd, 3rd and 4th paragraphs in Section 8-1.10A with:

Liquidated damages amounts for this contract are **\$2,000.00** per day, as set forth in the Agreement.

Time is of the essence. Execution of the Agreement by Contractor shall constitute its acknowledgement that County will actually sustain damages in the form of contract administration expenses (such as project management and consultant expenses) in the amount fixed in the contract documents for each and every working day during which completion of work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by County because of a delay in completion of all or any part of the Work. Contractor and County agree that specified

measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by County, and that because of the nature of the project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County, and defense costs thereof. County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

The Contractor shall schedule and conduct all work from the hours of 7:00 am to 4:00 pm. The contractor may, upon written approval of the Engineer, perform work outside of the work hours stated provided that all mandated site safety and security requirements are met. The working hours for construction activities must be approved by the Engineer. The Contractor will be assessed liquidated damages at a rate of \$500.00 per 30 minute intervals for construction activities performed outside of the approved working hours. Any work within the interval will be assessed the full interval amount. The parties agree that the actual damages created by construction activities outside the approved hours are extremely difficult to ascertain, and that these damages set forth in this section, are agreed upon by the parties as liquidated damages for such activities. The parties expressly agree that Section 8-1.10 shall apply to these damages.

Replace Section 8-1.13 with:

8-1.13 TERMINATION OF CONTRACT FOR CAUSE

Contractor shall be in default of the contract and County may terminate the Contractor's right to proceed under the contract, for cause, in whole or in part, should the Contractor commit a material breach of the contract and not cure such breach within ten calendar days of the date of notice from County to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten calendar days, the Contractor must provide County within the ten day period with a written plan acceptable to County that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).

In the event of termination by County for cause as provided herein, Contractor shall deliver to County possession of the work in its then condition including, without limitation, all designs, engineering, project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the project, and all construction supplies and aids dedicated solely to performing the work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any work completed and materials and equipment provided through the date of such termination to comply with the provisions of the contract documents. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of the contract documents or otherwise, but rather, the Contractor shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and/or failure to comply with the contract documents.

In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience under Section 8-1.14, and Contractor shall have no greater rights than it would have had following a termination under that Section. Any Contractor claim arising out of a termination for cause shall be made in accord with Section 5-1.43. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

Replace the heading of Section 8-1.14 with:

TERMINATION OF CONTRACT FOR CONVENIENCE

Add the following to Section 8-1.14D:

Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

Replace Section 8-1.15 with:

8-1.15 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Contractor hereby assigns to County each Subcontract for a portion of the work, provided that:

1. The assignment is effective only after County's termination of Contractor's right to proceed under the contract documents (or portion thereof relating to that Subcontract) as set forth in either Section 8-1.13 or 8-1.14.
2. The assignment is effective only for the Subcontracts which County expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Construction Performance Bond provided under the contract documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in contract documents), sign all instruments and take all actions reasonably requested by County to evidence and confirm the effectiveness of the assignment in County; and
5. Nothing in this Section shall modify or limit any of Contractor's obligations to County arising from acts or omissions occurring before the effectiveness of any Subcontract assignment including, without limitation, all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

9 PAYMENT

Replace the 10th through 14th paragraphs of Section 9-1.03 with:

County will be responsible for interest and penalties if and only to the extent required by law.

Replace the 1st paragraph of Section 9-1.07A with:

Section 9-1.07 applies to asphalt contained in materials for pavement structure and pavement surface treatments such as HMA, tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

Replace Section 9-1.08 with:

9-1.08 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Replace Section 9-1.11 with:

9-1.11 RESERVED

Replace item 5 in the first paragraph of Section 9-1.16A with:

5. Deductions and retentions

Replace the paragraph in Section 9-1.16C:

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

Replace the headings and paragraphs of Section 9-1.16D with:

9-1.16D Mobilization

Section 9-1.16D applies if a bid item for mobilization is shown on the Bid Item List. Unless otherwise specified, County will make partial payments for mobilization as provided in Pub Cont Code § 10264(a).

Payments for mobilization made under section 9-1.16D are in addition to amounts payable for other bid items under the Contract.

The Department pays the item total for mobilization in excess of the maximum allowed under Pub Cont Code § 10264(a)(5) in the 1st payment after Contract acceptance.

Replace the headings and paragraphs in Section 9-1.16E with:

9-1.16E Withholds

County may withhold from any payment (progress or final) for noncompliance, as provided in contract documents and applicable law. Noncompliance includes, without limitation, if in County's judgment work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract. County may withhold to comply with stop notices or to offset liquidated damages accruing or expected. County reserves the right to withhold up to 5% from any progress payment if Contractor has failed to comply with either its schedule update or informational submittal requirements

County returns the noncompliance withhold in the progress payment following complete correction of noncompliance.

Withholds are not retentions under Pub Cont Code § 7107, do not accrue interest under Pub Cont Code § 20104.50, and are independent of deductions.

Replace the paragraphs in Section 9-1.16F with:

The County will retain five percent of the amounts otherwise due from each progress payment, or a lesser amount if so provided in contract documents and by law.

Replace Section 9-1.16G with:

9-1.16G Payment Procedures

Satisfactory progress will be determined from State of California Form CEM-2601, "Construction Progress Chart".

The progress estimate prepared by the Engineer, pursuant to Section 9-1.16A, "Progress Payments: General," of the Standard Specifications, shall be submitted to the Contractor for review. Once the Contractor signs estimate, it shall be considered an application for payment for the purposes of this section of these special provisions.

Upon receipt of each application for payment, the County shall act in accordance with both of the following:

1. Each application for payment shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the application for payment is a proper payment request; and
2. Any application for payment determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days after receipt. An application for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

The number of days available to the County to make a payment without incurring interest shall be reduced by the number of days by which the County exceeds the seven-day return requirement set forth above.

For purposes of this section of these special provisions, a “progress payment” includes all payments due the Contractor, except any portion of the final payment designated in the Standard Specifications or special provisions as retention earnings.

An application for payment shall be considered properly paid by the County if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the County.

Replace Section 9-1.16H with:

9-1.16H Rights Under Public Contract Code Section 22300

In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under contract documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities 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 County which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
2. Alternatively, Contractor may request and County 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 receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the work of the contract documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from County. Consistent with Public Contract Code Section 7107(d), Contractor shall then pay to each Subcontractor, not later than seven Days after 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.
3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
4. Contractor may enter into an escrow agreement, form included in contract documents, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of contract documents.
5. Public Contract Code Section 22300, in effect on Bid day, is hereby incorporated in full by this reference and shall supersede anything inconsistent therewith

Replace Section 9-1.16I with:

9-1.16I Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to

his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

Replace Section 9-1.16J with:

9-1.16J PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

Add the following to Section 9-1.17D(1):

The Director of the Public Works Department 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 County from loss, due to causes including but not limited to the following:

1. Defective work not remedied;
2. Claims filed or information reasonably indicating probable filing of claims;
3. Failure of Contractor to make payment due for materials and/or labor;
4. Information causing reasonable doubt that the contract can be completed for any unpaid balance;
5. Damages to another contractor;
6. Liquidated Damages.

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

Replace the 2nd paragraph of Section 9-1.17D(2)(b) with:

Failure to submit the audit report with an overhead claim with the claim statement is a waiver of the overhead claim and operates as a bar to submission of a valid claim under the Government Code or litigation of the overhead claim.

Add the following to item 4 of the 4th paragraph of Section 9-1.17D(2)(b):

- 4.4. Neither daily rate may include a markup for profit

Replace the 3rd, 4th, 5th and 6th paragraphs of Section 9-1.17D(3) with:

The Director of the Public Works Department will make the final determination of any claims which remain in dispute after completion of claim review. A board or person designated by said Director will review such claims and make written recommendation thereon.

After the determination, the Engineer furnishes a final estimate to the Contractor and the Department pays the amount due within 30 days. The final estimate is conclusive as to the amount of work completed and the amount payable excepts as specified in Section 5-1.27, 5-1.47, and 9-1.21.

The Contractor's failure to comply with the claim procedures is a bar to submission of a valid claim under the Government Code or litigation of the claim.

Add the following to section 9-1.17:

9-1.17E Agreement and Release of Any and All Claims

As a condition to final payment, Contractor shall submit a final statement of accounting to County, showing all adjustments to the contract price and complete and execute Agreement and Release of Claims. If so required, County shall prepare a final Change Order for submittal to Contractor, showing adjustments to the contract price that were not previously made into a Change Order.

Replace section 9-1.22 with:

9-1.22 RESERVED

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace Section 10-1.03 with:

10-1.03 TIME CONSTRAINTS

Construction activity is only allowed between the working hours of 7:00 a.m. and 4:00 p.m on working days. Alternative working hours may be approved by the Engineer. Requests for alternative working hours must be received 30 days prior to the work beginning.

The day that the County observes for Christmas Eve through the day the County observes for New Years Day shall not be counted as working days and no work shall be performed on those days unless approved by the Engineer. If the Contractor is approved to work on any of these days, then the days worked shall be counted as working days.

Add the following to Section 10-5:

Areas of work with the potential to generate dust must be dampened in advance of the work and must be kept damp during the progress of the work.

Replace 8th paragraph in Section 10-6 with:

Keep at least 1 mobile unit with a capacity of at least 1,000 gal on the job site at all times for applying water. It must have the ability to apply water by both spray and hose.

Replace Section 10-7 with:

10-7 SUBMITTAL REQUIREMENTS

10-7.01 GENERAL

All project submittals shall be made promptly and in such a sequence as to cause no delay in the work. Submittals may be submitted within 13 calendar days of the date of contract authorization. The submittal must be turned in a minimum of 10 days before the reviewed submittal will be needed.

You must provide the Engineer the work plans and restoration system plan.

The work plan must include the following:

1. Proposed methods of surface preparation, including containment, collection, and disposal of related debris, rinse water, or trash.
2. Proposed methods and equipment to be used for paint application, including containment, collection, and disposal of related debris, rinse water, or trash.
3. Proposed method for maintaining proper environmental conditions during surface preparation, application, and curing cycles of the coating materials.
4. Proposed methods for maintaining a safe and secure jobsite during work activity.
5. Proposed methods to protect coating during curing, shipping, handling, and storage.
6. Proposed methods for storing materials.
7. Proposed methods and examples of daily reports of contractor work progress.
8. Proposed methods for maintaining a clean and safe work site.
9. Potential hazards, work processes, scheduling conflicts or other planning items which would hinder successful and timely completion of the project.

The restoration system plan shall include the following

1. Proposed systems for each space or substrate identified on the plans, drawings, or finish schedule.
2. Proposed surface preparation standard and proposed methods to achieve standard for

each space or substrate identified on the plans, drawings, or finish schedule.

In addition, the Contractor shall submit detailed product descriptions for the materials below, including but not limited to:

- Epoxy Primer
- Hydraulic Cement
- Mortar
- Epoxy Mortar
- Epoxy fairing compound
- Grout
- Low Viscosity Structural Epoxy
- High Performance Epoxy (Coating)
- Curing compound
- Water tight non-metallic flexible conduits
- Deflector plates shop drawings
- Junction boxes and associate fittings
- Catwalk angle iron
- Dual motor pump panel and associated hardware
- Influent flow meter
- Electrical receptacle (water tight and outdoor use)
- Grit rake drive, panel box and associated hardware

Submittals shall contain the following information:

1. The project title, number, contract number and bid item number. This information shall be placed in the top right corner of every page or sheet of the submittal.
2. The date of submission and the dates of any previous submissions.
3. The names of the contractor, supplier and manufacturer.
4. Identification of the product, with the corresponding Special Provision and/or the Standard specification.
5. Field dimensions, clearly identified as such.
6. Relationship to adjacent or critical features of the work or materials.
7. Identification of deviations from contract documents.
8. Identification of revisions on resubmittals.
9. Contractor's stamp, initialed or signed, shall certify Contractor's review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal that the product meets the requirements of the work and of the contract documents.

10-7.02 SUBMITTAL FORMAT

Each submittal shall have a transmittal form and every page in a submittal shall be numbered in sequence (page ____ of ____ pages). Each copy of a submittal shall be collated and stapled or bound, as appropriate. Copies not collated will be rejected.

Where product data from a manufacturer is submitted, clearly mark which model is proposed with all pertinent data, capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Present a sufficient level of detail for assessment of compliance with the contract documents.

Resubmittal of submittals shall be reviewed within 5 working days of the resubmittal. No additional working days will be allotted for incomplete or rejected submittals.

Submittals that do not meet the requirements of this section will be returned without review.

10-7.03 PAYMENT

The payment for confirming to this section is included in the various contract items of work.

Replace Section 10-8 with:

10-8 EXISTING SITE CONDITIONS

10-8.01 GENERAL

The Contractor shall be aware that the Kern Sanitation Authority (KSA) Plant is a seven-day 24-hour operating municipal wastewater plant that is treating sewage at an approximate 3.5 MGD rate. Contractor shall be required to minimize extended wastewater treatment processes downtime.

The Contractor shall perform all on-site construction work during normal KSA business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Mandatory cleanup after daily work tasks shall be promptly and fully completed before 4:00 p.m.

The Contractor shall be required to work around existing daily wastewater plant activity and shall not interrupt operation of the wastewater treatment plant.

The Contractor shall be responsible for the prompt repair of any inadvertent damage caused by his project operations and for damage to any adjacent KSA infrastructure components to the satisfaction of the Engineer, irrespective of the reason for the sustained damage, at no additional cost to KSA and County for Contractor's time, materials, equipment, and labor to remedy.

The contractor shall deploy and maintain Best Management Practices (BMP) as necessary and as directed by the Engineer.

The Contractor shall exercise caution while hoisting and placing new equipment in the vicinity of low hanging overhead electrical power lines, so as to avoid disruption of plant electrical power service.

All shipping material (i.e. crates, wooden pallets, waste etc.) associated with the project shall be fully disposed of by the Contractor, at no additional cost to the District for Contractor's time, materials, equipment, and labor.

10-8.02 PAYMENT

The payment for confirming to this section is included in the various contract items of work.

Replace Section 10-9 with:

10-9 COOPERATION

10-9.01 GENERAL

Should construction be underway by Kern Sanitation Authority or by other contractors within or adjacent to the limits of work specified, the Contractor shall cooperate with all the other contractors and Kern Sanitation Authority to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site at any time, by the use of other forces.

When two (2) or more contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 6, "Control of Materials," of the Standard Specifications each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

10-9.02 PAYMENT

The payment for confirming to this section is included in the various contract items of work.

Replace Section 10-10 with:

10-10 HEADWORKS DRAINING

10-10.01 GENERAL

Kern Sanitation Authority WWTP Plant Staff will be responsible for the drainage of the Headworks. It is estimated that draining the Headworks may take up to 14 calendar days. Therefore, you must submit in writing a request to start the process 16 calendar days prior to the scheduled start of the surface preparation of Cast-In-Place concrete.

Headworks will only be drained and will not be disinfected or pressured washed. If you require disinfection, it will be at your own expense. You must be aware that some ponding may occur in the Headworks and must be given sufficient time to dry out or provide own equipment to remove ponding.

Lockout of the electrical power supply to Headworks operations must be performed by a KSA WWTP Plant staff.

10-10.02 PAYMENT

The payment for confirming to this section is included in the various contract items of work.

13 WATER POLLUTION CONTROL

13-1 GENERAL

Replace 3rd and 4th paragraph of Section 13-1.01A with:

You may view these manuals at the Stormwater and Water Pollution Control Information link at the following website: <http://www.dot.ca.gov/construction/>

A WPCP and a SWPPP must comply with the Department's Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual and must be prepared using the latest template posted on the following website:
<http://www.dot.ca.gov/construction/>

Replace 1st paragraph of Section 13-1.01D(2) with:

Comply with the National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWA, issued by the State Water Resources Control Board.

In addition to the above noted permit if the project is within the Bakersfield Urbanized Area, as defined by the Census 2010 Urban Area Map, then comply with the NPDES Permit for the County of Kern No. CA008339, Order No. R5-2013-0153 issued by the Central Valley Water Quality Control Board.

Add the following to Section 13-1.01D(4)(b):

Submit a statement of qualifications for the assigned WPC manager, including

1. Description of previous training
2. Previous work history
3. Individual expertise

Assign a different WPC manager if the County deems the qualifications of the original assigned WPC manager inadequate.

Replace 4th paragraph of Section 13-1.03A with:

You may request or the Engineer may order changes to the WPC work. Changes may include additional or new WPC practices.

Replace 1st paragraph of Section 13-1.03C with:

Use Caltrans form CEM-2030, "Stormwater Site Inspection Report" for documenting inspections.

Add the following to Section 13-1.04:

Payment for all water pollution control facilities, devices and measures required to implement the WPCP is included in lump sum price for Prepare Water Pollution Control Program.

Replace 3rd paragraph of Section 13-2.01A with:

This project qualifies for an erosivity waiver because the anticipated soil disturbance is at least 1 and less than 5 acres and the R-factor is less than 5.

Schedule all soil disturbing activities, such as clearing and grubbing, roadway excavation, and embankment construction, to occur from April, 2021 to September. Deviation from this schedule may void the erosivity waiver.

Replace Section 13-2.04 with:

13-2.04 PAYMENT

Payment for the WPCP is included in the lump sum price for Prepare Water Pollution Control Program.

Replace 3rd paragraph of Section 13-3.01C(2)(a) with:

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised SWPPP within 5 working days of receiving the comments. The Department's review resumes when a complete SWPPP has been resubmitted.

Replace 1st paragraph of Section 13-3.01D(2) with:

Comply with the National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWA, issued by the State Water Resources Control Board.

Replace Section 13-3.04 with:

13-3.04 PAYMENT

Payment for the SWPPP is included in the lump sum price for Prepare Stormwater Pollution Prevention Plan.

Replace Section 13-5.04 with:

Not Used.

Replace Section 13-6.04 with:

Not Used.

Replace Section 13-7.03D with:

Not Used.

14 ENVIRONMENTAL STEWARDSHIP

Add to the end of 14-6.01:

It is anticipated that biological resources which may be listed species under the California and Federal Endangered Species Acts may be present within or near the project limits. Protective measures are included within the project to avoid "take," as defined by those laws. These measures may affect all work operations accordingly.

You must be fully informed of rules, regulations, conditions, and guidance as described in these special provisions and applicable sections of the California Endangered Species Act, the Federal Endangered Species Act (16 U.S.C. 1531-1543), and the Migratory Bird Treaty Act (16 U.S.C. 703-712).

Replace section 14-6.03A with:

The Contractor shall be fully informed of rules, regulations, provisions, and guidance as described in these special provisions and the applicable sections of the California Endangered Species Act (California Fish and Game Code 2050-2069), and Federal Endangered Species Act (16 U.S.C. 1531-1543). Specific measures for San Joaquin kit fox (*Vulpes macrotis mutica*), Burrowing owl (*Athene cunicularia*), and migratory birds are listed below.

Protect regulated species and their habitat that occur within or near the job site. This project is within or near habitat for the regulated species shown in the following table:

Regulated Species

San Joaquin kit fox (<i>Vulpes macrotis mutica</i>)
Burrowing owl (<i>Athene cunicularia</i>)

Protective Radius

Upon discovery of a regulated species, immediately:

1. Stop all work within a 100-foot radius of the discovery, except as shown in the following table:

Regulated species	Protective radius (feet)
San Joaquin kit fox	150 ft.
Burrowing owl	250 ft.

2. Notify the Engineer

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas

Identification	Location
Species Protection Area 1	Entire project limits

3. No work within the protective radius may resume until the contractor has received written notice from the Engineer.

Within Species Protection Area 1, implement the following protection measures:

1. Worker Training: Workers must receive a 1-hour maximum biological resource information training or equivalent that is provided by the County before performing onsite work. Workers include laborers, tradesmen, material suppliers, equipment maintenance personnel, supervisors, foremen, office personnel, food vendors, and other personnel who stay on the project longer than 30 minutes. Upon completion of the training, workers must sign a form stating that they received the training and understand the required protection measures.

Upon request by the Contractor, the County will provide up to three worker environmental awareness training sessions. All request for training, including cancellations, must be made in writing to the Engineer no fewer than 5 working days prior. Requests made less than 5 working days in advance are subject to biologist availability. The County will not be liable for delays, costs of cancelations, or other additional costs resulting from requests made less than 5 working days prior to the date the training is required.

The County may provide additional trainings to the Contractor. The Contractor is liable for any costs associated with the additional trainings.

2. **Site Access:** All construction-related access must be kept within project limits and to existing roadway and associated paved or graded shoulders or other designated areas clearly marked on the ground.
3. **Speed Limit:** Project-related traffic shall observe a 20 mile per hour speed limit except on roads or highways open for public use.
4. **Species Discovery:** If a dead, injured or entrapped regulated species is found in Kern County right-of-way, the Contractor shall immediately notify the Engineer. All construction activity within the protective radius of the regulated species shall be halted and may not resume until the Engineer provides written authorization. Any entrapped regulated species shall be permitted to escape. No injured or dead regulated species or other regulated species may be handled or otherwise disturbed.
5. **Species Den:** If a den of a regulated species is discovered in Kern County right-of-way, all construction activity within the protective radius of the den shall be halted and the Engineer shall be notified immediately. Work may not continue until the Engineer provides written authorization.
6. **Trash Abatement:** A trash abatement program must be initiated during the pre-construction phases of the project and must continue through the duration of the project. Trash and food items must be contained in closed (raven-proof) containers and removed daily. Upon project completion, construction refuse must be removed from the site and disposed of properly. All contractors are prohibited from feeding wildlife.
7. **Fill Materials:** Imported materials must be obtained from a source that is known to be free of invasive plant species, or the material must consist of purchased clean material. All erosion control materials, including straw bales, straw wattles, or mulch used onsite must be free of invasive species seed.
8. **Material Inspections:** The Contractor shall inspect all pipes and culverts with a diameter greater than or equal to 3 inches before burying, capping, or other use. If a regulated species is discovered during this inspection, the pipe or culvert shall not be disturbed until after the regulated species has escaped.
9. **Excavation Inspections:** At the end of each workday, excavations shall be inspected, the Contractor shall then take measures to prevent the entrapment of regulated species in all excavated, steep-walled holes or trenches more than or equal to 2 feet deep. Such measures shall include covering excavations or providing dirt or plank escape ramps every 200 feet.
10. **Equipment Inspections:** The Contractor shall inspect under vehicles and equipment before the vehicles and equipment are moved. If a regulated species is present, the worker shall wait for it to move unimpeded to a safe location.
11. **Equipment Maintenance:** Prior to staging, equipment must be cleaned of mud and/or debris that may contain invasive plants or seeds. All equipment and vehicles shall be checked and maintained daily to prevent leaks.
12. **Staging and Storage:** Any staging and/or storage locations within the Project area must be approved by the County. The Contractor shall request approval of these locations in writing no less than 5 days prior to their anticipated use.
13. **Night Work:** No Construction may occur during hours of "Darkness" (Night Work), as defined in the California Vehicle Code, Section 280. However, Night Work may be requested by the contractor, in writing, no less than 30 calendar days prior to the start of work. The County

will not be liable for delays or costs associated with additional environmental review, approvals, and avoidance measures necessary to allow for night work.

Monitor for regulated species according to the schedule shown in the following table:

Monitoring type	Schedule
Excavation Inspections	Daily
Material Inspections	Daily

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various contract items of work, and no additional compensation will be allowed.

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to September 30.

Delete the 9th paragraph of section 14-6.03B

15 EXISTING FACILITIES

Replace paragraph in Section 15-1.02 with:

Materials for adjusting facilities to grade must be similar in character to the existing materials or as shown on the Plans. You must use the materials for adjusting facilities to grade as shown on the plans if the material shown is different from existing materials.

Replace the 7th paragraph of Section 15-1.03A with:

All loop detectors shown or not shown on the plans must remain in place and operational until their non-usage and removal has been coordinated with the engineer. If you damage a part of a loop conductor and any associated components specified to remain in place, including the part leading to the adjacent pull box, replace the entire loop detector and any adjacent loops damaged during the replacement.

Replace the 1st paragraph of section 15-1.03B with:

Where concrete is described to be removed, remove the concrete to the grades and dimensions shown on the plans. Where no grades or dimensions are shown on the plans, remove concrete completely. Where new concrete is shown to be constructed on the plans, all existing concrete in conflict with the new concrete work must be removed completely.

Replace the 7th paragraph of section 15-1.03B with:

You are responsible for disposing of removed concrete at your costs. Removed concrete may not be incorporated into the project unless specifically detailed in the construction plans.

DIVISION III EARTHWORK AND LANDSCAPE

22 FINISHING ROADWAY

Replace 10th paragraph in Section 22-1.03 with:

Dispose of material resulting from finishing activities. You must remove, from all affected areas, whether inside or outside the project limits, all excess and/or objectionable material originating within the project limits and transported by public traffic or by your operations. You may use any method, approved by the Engineer that does not create a dust problem, to remove the excess and/or objectionable material from the affected areas. However, in residential areas, when a broom is used, a self-contained, pick-up type, power broom with water distribution system must be used.

Replace paragraph in Section 22-1.04 with:

Payment for work performed according to Section 22 is included in lump sum price for Finishing Project.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

Replace Section 79 with:

79 CONCRETE COATING SYSTEM

79-1 SURFACE PREPEARATION OF CAST-IN-PLACE CONCRETE

79-1.01 GENERAL

You must prepare the existing concrete surfaces, and repair inflow and infiltration leak of the Headworks prior to application of coating system as shown on the Plans, as specified in these special provisions, and as directed by the Engineer.

You must repair all damaged, cracked and corroded concrete where aggregate is exposed and section loss is $\frac{1}{2}$ " or greater. You must repair all area of cracked concrete.

Finished surfaces must meet the requirements of subsequent coating manufacturer and the Engineer for texture, cure of material, and be satisfactory condition for application of protective coatings.

Surface preparation for cast-in-place concrete must be completed prior to coating application in accordance with Society of Protective Coating (SSPC) SP 13/NACCE 6 with surface profile of International Concrete Repair Institute (ICRI) CSP 4 to 6. Abrasive blast surface to remove laitance and solid contaminants, existing paint/epoxy and to provide clean, sound substrate with uniform anchor profile. Fill holes, voids and cracks with coating manufacturer's approved surfacer or epoxy mortar. Provide the following repairs as required to establish a suitable substrate for coating

1. Moisture Infiltration: Remove active hydrostatic pressure
 - a. Active leaks prior to epoxy crack injection filling: hydraulic cement patching
2. Crack Repair
 - a. Non-structural, non-moving, surface cracks: Epoxy Fairing Compound
 - b. Structural, non-moving cracks: low viscosity injection epoxy

Expose and prepare exposed rebar in accordance with Society of Protective Coating (SSPC) SP10/NACE 2. Prime exposed rebar before flash rust occurs. Saw cut perimeter of the area to be repaired to a minimum depth of $\frac{1}{4}$ ". Do not cut existing steel reinforcement. Substrate must have a minimum amplitude of $\frac{1}{4}$ ". Limit the size of chipping hammers to 15 lbs to reduce micro fractures. Utilize abrasive blasting, scabblers, other suitable mechanical means per SSPC SP13 to provide sufficiently clean, profiled, and prepared surface. Final surface profile must meet ICRI 310.2R, CSP 4 to 6. You must remove enough concrete material to completely expose reinforcing steel using saws, chipping hammers, to depth of 1" from corroded reinforcing steel. Prepare and prime exposed, corroded metal as specified prior to replacement of concrete. The exposed reinforcement must be cleaned in accordance with SSPC SP1, solvent cleaning. Apply appropriate primer to blasted substrate using the most stringent of the following; within 4 hours of blast cleaning or prior to rust blooming.

Water infiltration through cracks, holes or other means must be eliminated prior to application of coating system. Infiltration leakage of all concrete structures must be stopped by trenchless technology method of chemical grouting with polyurethane grouts and structural epoxy grout. Products used must be classified as "Hydrophobic foam", "Hydrophilic Gel", or "Moisture Tolerant Structural Epoxy" type grouting compounds or a combination of these materials and methods as recommended by the manufacturer or as specified in the section must be used to eliminate water infiltration.

Hydraulic Cement must be cement based, quick setting, hydraulic cement compound which instantly stops weeping water through concrete or masonry walls and floors. They will become harder and more resistant when subjected to constant water pressure. The hydraulic cement must have 28 days compressive strength of 5,500 PSI per ASTM C-109, tensile strength of 650 PSI per ASTM C-496, bond strength of 880 PSI per ASTM C-882.

Epoxy mortar must be a blend of graded silica sand, fibers, silica fume and epoxy resins. The epoxy mortar may be hand troweled or spray applied usually form 1/16" to 1/4". Epoxy mortar must be Raven

755 for rehab mortar 1/2" minimum, Raven 155 W/B Epoxy with CTS rapid Cement all for two-part epoxy 3/16" to 1/4", or approved equal.

Grout must be hydrophilic polyurethane grout designed to react with water and cures rapidly into a tough, flexible closed-cell compound. The grout must be Avanti AV-248, DeNeef, AV-248 Flexseal Hydrophobic Polyurethane Foam, or Simpson Strong Tie FX-III Jet Set.

For structural crack repair, low viscosity structural epoxy must all be used. The epoxy must be two component, moisture tolerant epoxy for pressure injection of concrete cracks, or flood coat crack filling. 100% solids formulation, meets ASTM C881, Type 1, Grade I, Class B. The low viscosity injection epoxy must be AV-248-LV Flexseal LV or approved equal.

Fairing Compound must be 100% solids epoxy fairing compound suitable for immersion waste water treatment structures. The fairing compounds must be Raven 405 Hand Trowel Version Epoxy or approved equal.

Protect fresh, non-epoxy mortar from premature evaporation.

Cure finished resurfacing mortar by one or both of the following methods or by manufacturer's instructions.

1. Keep area continuously moist with water as soon as mortar surface had hardened for a minimum required.
2. Apply curing compound as recommended by the Manufacture.

79-1.02 PAYMENT

Payment for work performed according to Section 79-1 is included in contract unit price paid for Surface Preparation of Cast-In-Place Concrete.

Patch concrete work as shown on the Plans and as directed by the Engineer is included in the payment for Surface Preparation of Cast-In-Place Concrete.

79-2 CAST-IN-PLACE CONCRETE COATING SYSTEM

79-2.01 GENERAL

You must apply the coating system to concrete surfaces of the Headworks as shown on the Plans, as specified in these special provisions, and as directed by the Engineer.

Prior to the application of the coating system, confirm and document concrete repair system and completed surface preparation meets the specification requirements. The concrete repair and surface preparation work must be inspected and approved by the Engineer. The coating application must be completed per manufacturer's instructions, and as directed by the Engineer. All areas to be surface prepared as shown on the Plans and as directed by the Engineer must be completed.

Apply coatings in accordance with manufacturer's instructions. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions. Manufacturer's authorized representative must provide written statement attesting that the coating applicators have been instructed on proper preparation, mixing and application procedures for the material specified. Applicators must have a minimum of 5 years of experience in application of similar products on similar water or wastewater immersion projects. You must provide references for minimum of three different projects completed in last five years with similar scope of work.

Applicators must possess current Society of Protective Coating (SSPC) Qualified Person (QP) certification.

Epoxy primer applied on the prepared concrete surfaces must have dry film thickness (DFT) of 4 to 6 mil. Epoxy coating on the primer surface must have Dry Film Thickness (DFT) of 125 to 160 mils. Total DFT must be a minimum of 130 mils. Uniform apply coatings at spreading rate required to achieve specified DFT. Do not exceed manufacturer's specified spreading rate per coat. Stripe paint with brush critical locations on steel such as welds, corners, and edges using specified primer. Apply additional strip coat of the intermediate coating material in immersion areas. Roll or backroll the first coat of epoxy or block filler applied to concrete or interior block substrates to work the material into the substrate.

You must submit manufacturer's product data and standard warranty for each coating, including generic description, complete technical data, surface preparation, and application instructions. You must submit Manufacturer's quality assurance certification that coatings comply with specified requirements and are suitable for immersion application of waste water structure (Headworks). The color of the coating system must be desert sand.

High performance epoxy primer must be Raven 175 or approved equal. High performance epoxy must be Raven 405 or approved equal.

You must convene a pre-application meeting two weeks before the start of application of coating system. The pre-application meeting requires the attendance of the Contractor, Engineer and manufacturer's representative to review the following

1. Environmental requirements
2. Protection of surfaces not scheduled to be coated
3. Surface preparation
4. Application
5. Repair
6. Field quality control
7. Cleaning
8. Protection of coating systems
9. One-year inspection
10. Coordination with other work

Delivery of material to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying the following:

1. Coating or material name
2. Manufacturer
3. Color name and number
4. Batch or lot number
5. Date of manufacture
6. Mixing and thinning instructions

Store the materials in a clean dry area and within temperature range in accordance with manufacturer's instructions. Keep containers sealed until ready for use. Do not use material beyond manufacturer's shelf life limits. Protect materials during handling and application to prevent damage or contamination.

You must apply the coating system under the following environmental conditions:

1. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point and per manufacturer's instructions.
2. Do not apply coatings in rain, snow, fog, or mist.
3. Relative Humidity: Apply and cure coatings within relative humidity range in accordance with the manufacturer's instructions.
4. Wind: Do not spray coatings if wind velocity is above manufacturer's limit.

Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with American Water Works Association (AWWA) D102. You must schedule coating work to avoid excessive dust and airborne contaminants and protect work areas from excessive dust and airborne contaminants during coating application and curing.

Spray applied equipment must be properly inspected and in working condition prior to the application of materials. Spray coating system must be performed when conditions, environments, and permitting allow per manufacturer's requirements. Use only spray equipment approved by the manufacturer for the specific material.

You must examine all substrates and conditions with the Engineer present for compliance with requirements for maximum moisture content, surface soundness, and other conditions affecting the performance of work. Moisture content of concrete, masonry, brick, substrates should be appropriately tested. Moisture levels should comply with coating manufacturer's requirement. Test concrete for moisture in accordance with ASTM 4263 and if necessary ASTM F1869. Concrete and mortar

applications substrate must be a clean, saturated surface dry (SSD) concrete surface with no free standing or moving water. Epoxy mortar or epoxy fairing compound substrates shall be clean with moisture content consistent with the manufacturer's requirements.

Do not begin coating application until substrates have been properly prepared and submitted repair procedures have been reviewed and approved. Notify the Engineer of unsatisfactory conditions before proceeding. Proceed with work only after conditions and work plans have been reviewed, corrected, and approved by the Engineer. Provide all primers, sealers, cleaning agents, cleaning cloths, preparation equipment, preparation materials, and clean up materials required per manufacturer's specifications.

The concrete surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion. Verify that the atmosphere conditions are within the acceptable temperature, humidity and sun exposure limits. Dehumidification must be utilized in the event that atmosphere conditions can't be maintained. Remove any residual dusting or light surface contamination from prepared surfaces. All substrates must be vacuumed, swept and blown down with clean, dry air to remove spent abrasive, dust and other foreign material that might interfere with the adhesion of the primer and lining. Protect all surfaces not being repaired from any damage due to surface preparation work process. Surface repairs must provide a properly repaired substrate ready for subsequent coating or lining application as specified. The Contractor to confirm pH of concrete is indicative that all contaminated materials have been removed, the pH of the cleaned concrete surfaces to be coated is within the range of 8 to 11. Application of coating outside this range must not be permitted without written approval from the Engineer.

Maintain adequate environmental conditions and ventilation during drying and curing of applied coating systems. The coating system is to be placed into immersion service must be cured under the proper conditions as stated by the manufacturer.

Touch-up or repair damaged coatings. Touch-up of minor damage must be acceptable where result is not visibly different from adjacent surfaces as determined by the Engineer. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color as determined by the Engineer. Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

Any leftover epoxy coating and cleaning products shall remain the property of the Department.

79-2.02 PAYMENT

Payment for work performed according to Section 79-2 is included in contract unit price paid for Apply Coating System to Concrete Surface.

Coating for the patch concrete work as shown on the Plans and as directed by the Engineer is included in the payment for Apply Coating System to Concrete Surface.

79-3 AIR DISTRICT ABRASIVE BLASTING PERMIT

79-3.01 GENERAL

You must be fully informed of rules, regulations, provisions, and guidance as described in these special provisions and the applicable sections of the California Code of Regulations. Attention is directed to the regulations for abrasive blasting operations adopted by the State Air Resource Board, subchapter 6 in Chapter 1, of Part III of Title 17, California Code of Regulations.

You must contact San Joaquin Valley Unified Air Pollution Control District to apply for Authority to Construct for abrasive blasting operations. You must not start any abrasive blasting operations prior to obtain a permit from San Joaquin Valley Unified Air Pollution Control District. You must provide the Engineer a copy of the approved permit for abrasive blasting operations.

It is your responsibility to pay all fees associated with obtaining a permit. Contractor is responsible to comply with all the requirements set forth in the said permit.

79-3.02 PAYMENT

Payment for work performed according to Section 79-3 is included in the contract prices paid for the various contract items of work.

79-4 PART REPLACEMENTS

79-4.01A(1) Replace Deflector Plates

You must replace the existing deflector plates in kind or similar. The new deflector plates must be the same size, shape, length, and steel thickness of the existing deflector plates. Any variance of the deflector plates must be approved by the Engineer prior to production and installation.

You must remove the existing deflector plates without damaging the support system and the concrete beam. You must repair and pay for any damages done to the existing structure during your removal and installation operation. You must use the removed deflector plate to fabricate new deflector plate to the same size, shape, length, and steel thickness of the existing deflector plate.

All shop drawings for the deflector plates must be approved by the Engineer prior to fabrication.

The steel bar that is holding the deflector plate in place is part of the deflector plate item. The steel bar should be embedded into the concrete of the deflector plate a minimum of 12".

The stainless steel must be grade 316 comply with ASTM A240. You must provide certificate of compliance to the Engineer. All welding required to form the shape of the deflector plate must comply with ASTM A312 and A403.

The deflector plates will be submerged under water at all times. The concrete used to fill the formed steel deflector plate must be minor concrete comply with Section 90 of the Standard Specifications. The cementitious material content must be at least 505 pounds per cubic yard. Both ends of the exposed concrete must be grouted. Grout must be hydrophilic polyurethane grout designed to react with water and cures rapidly into a tough, flexible closed-cell compound. The grout must be Avanti AV-248, DeNeef, AV-248 Flexseal Hydrophobic Polyurethane Foam, or Simpson Strong Tie FX-III Jet Set. The grout must be $\frac{1}{2}$ " thick. The finished grade of the grout must flush with the steel plates used to produce the deflector plate.

You must submit a concrete mix design and the mix design must be approved by the Engineer prior to use.

Deflector plates installed must be functional and tested by the Engineer.

Deflector plates must be installed to the satisfaction of the Engineer.

79-4.01A(2) Payment

Payment for work performed according to Section 79-4.01A is included in contract unit price paid for Replace Deflector Plate.

79-4.01B(1) Replace Catwalk Steel Angle

Replace the steel angle around the existing catwalk as shown on the Plans and as directed by the Engineer. The grated steel walkway components must be removed prior to removing the steel angles for replacement. The removed grated steel walkway components must be stored safely. You must repair and pay for any damages done to the grated steel walkway components during your steel angle replacement operation.

The existing steel angles must be removed including the anchor bolts, nuts, and washer that is used to bolt down the existing steel angles. The existing anchor bolts must be removed and all holes within the concrete surface must be filled with grout or concrete. If the anchor bolts embedded into the existing concrete can not be removed, cut the existing anchor bolts flush with the concrete surface.

The new steel angles must be the same size, length and shape as the existing steel angle.

The existing steel angle is (2" x 2" x 3/8" thick). You must verify the dimensions of the existing steel angles.

All shop drawings for the steel angles must be approved by the Engineer.

Install the new steel angles at the same location of the existing catwalk and as directed by the Engineer. The new steel angles must be bolted down to the existing concrete surface with anchor bolts and nuts. The minimum embedment for the anchor bolts for the steel angle is 2" into the concrete pad.

The removed grated steel walkway components must be placed back and installed accordingly after the replacement of the steel angles to the satisfaction of the Engineer.

The steel angles, anchor bolts, washers and nuts must be grade A36, comply with ASTM A36. The steel angles, anchor bolts, nuts and washers must be galvanized.

79-4.01B(2) Payment

Payment for work performed according to Section 79-4.01B is included in contract unit price paid for Replace Catwalk Steel Angle.

79-4.01C(1) Install Disconnect Safety Switch and Associated Wires

Install disconnect safety switch and associated wires for the existing motor as shown on the Plans and as directed by the Engineer.

You must install the disconnect safety switch on the existing hand railing. The switch must be secure in place on the hand railing using fasteners and brackets. The switch must be installed to the satisfaction of the Engineer.

The disconnect safety switch must be General Electric GE TGN3321R or approved equal. The disconnect safety switch must be Type 3R, 30 amp, 240 volt, 3 pole. The disconnected safety switch must be UL listed and complies with most current NEC.

You must provide liquid tight, non-metallic flexible conduit connecting the new disconnect safety switch to the existing motor.

You must provide the necessary wires to connect from the existing motor to the new disconnect safety switch via new conduit. You must provide the necessary wires to connect from the new disconnect safety switch to the existing motor control center via new and existing conduits.

It is your responsibility to provide the correct wires to provide power to the disconnect switch and to the motor from the existing motor control center.

You must shut off the power to the system prior to installing the new disconnect safety switch.

The new disconnect safety switch must be tested and functional after installation prior to acceptance. The disconnect safety switch must be able to turn on and off the existing motor. Any defects or non-working parts must be repaired or replaced.

The disconnect safety switch must be one working unit including but not limited to the disconnect safety switch, wires running from motor control center to the switch, wires and conduits running from the switch to the existing motor.

The new quick disconnect must be connected to motor via conduit with electrical wires.

Run the wires of quick disconnect to the existing motor control center via existing conduits. Remove existing wires for the existing grit rake drive and power switch.

79-4.01C(2) Payment

Payment for work performed according to Section 79-4.01C is included in contract unit price paid for Install Disconnect Safety Switch and Associated Wires.

79-4.01D(1) Replace Dual Motor Pump Panel and Associated Electrical Components

Replace the dual motor pump panel including controls and associated hardware. The dual motor pump panel and associated hardware must be replaced in kind or similar. The new dual motor pump panel and associated components must be approved by the Engineer prior to replacement.

The new dual motor pump panel must be 230V/3PH/60HZ-10HP & 0.5HP. The control panel enclosure must be UL listed. The steel enclosure must be for industrial control use. The steel enclosure must be 27" x 60" x 17.5".

All components and wires inside the dual motor pump panel must be replaced with new components and wires. The components and wires including but not limited to Magnetic Motor Protector Combinations, Manual Motor Protector, Industrial Control Transformer, and Modular Smart Relay.

All components and wires inside the dual motor pump panel must be replaced in kind or similar. The Engineer must approve all components and wires prior to installation. All components and wires must be installed to the satisfaction of the Engineer.

You must shut off the power to the system prior to removing and installing the dual motor pump panel and associated electrical components.

The new dual motor pump panel, and associated electrical components must be compatible with the existing pumping system and electrical system.

The pump system and electrical system must be functional after replacement of the dual motor pump panel and associated electrical components. Any defects or non-working parts must be repaired. The dual motor pump panel and all electrical components must be tested prior to acceptance.

79-4.01D(2) Payment

Payment for work performed according to Section 79-4.01D is included in contract unit price paid for Replace Dual Motor Pump Electric Panel and Associated Electrical Components.

79-4.01E(1) Furnish and Install Influent Flow Sensor and Meter

You must furnish and install the influent flow meter and flow sensor equipment as shown on the Plans and as directed by the Engineer. The flow sensor will be installed under the existing catwalk as shown on the Plans. The flow meter will be installed on the steel railing adjacent to the existing catwalk as shown on the Plans, and as directed by the Engineer.

The flow meter must be Isco Signature Flow Meter or approved equal. The flow sensor must be TIENet 360 LaserFlow AV sensor or approved equal. The flow meter must be compatible with flow sensor.

You must install the flow sensor and flow meter per manufacturer's instructions. You must construct additional steel brackets to secure in place the flow sensor under the existing catwalk. You are responsible for any additional work required to securely in place the flow sensor and flow meter beyond manufacturer's instructions. All work beyond manufacturer's instructions must be approved by the Engineer prior to construction.

The flow sensor must be connected to the flow meter. The flow meter must be connected to a power source. You can tap the electrical wire for the flow sensor and flow meter to the existing electrical conduits via a T-joint fitting. The fitting must be UL listed and compatible with the existing electrical conduit.

The flow meter must be installed on the hand railing and secure in place with fasteners and brackets. The flow meter must be attached to the hand railing to the satisfaction of the Engineer.

The flow sensor and meter must be calibrated prior to acceptance. The flow sensor and flow meter must be tested and functional prior to acceptance. You must repair or replace any defect or non-working parts. The flow sensor and flow meter must be installed to the satisfaction of the Engineer.

79-4.01E(2) Payment

Payment for work performed according to Section 79-4.01E is included in contract unit price paid for Furnish and Install Influent Flow Sensor and Flow Meter.

79-4.01F(1) Replace Electrical Conduits and Wires

Replace all existing steel electrical conduits and wires as shown on the Plans and as directed by the Engineer.

You must shut down power to the electrical system prior to remove and install electrical conduits and wires.

Remove all existing steel conduits and wires, and remove all the existing conduit bracket. You must new conduit bracket to hold the new conduits in place. All new brackets used to hold the conduit in place is included in the contract unit price paid for Replace Electrical Conduit and Wires.

All the new conduits and wires must be installed to the same location as the existing conduits. All deviation from the existing location must be approved by the Engineer.

The conduit must be secured in place with conduit brackets with no sagging in the conduit line. All conduits that is sagging must be replaced. The Engineer will determine if any conduit line is sagging and must be replaced.

The new conduit must be the same size or bigger than the existing steel conduit. All the wires inside the existing conduits must be replaced with new wires. All existing wires gauge and type must be documented prior to replacement.

All equipment that is connected to the new conduits and wires must be functional after conduit and wire replacement. You must replace any defect or non-working parts at your own expense.

The new conduits must be liquid tight non metallic flexible conduit, made of thermoplastic polyvinyl chloride that comply with UL 1660 standard. The conduit must comply with RoHS requirements to resist UV, age and oil. The conduit must have reinforced member embedded in the conduit wall to offer performance of self-support and crush resistance. The conduit must qualifies to meet the wiring demand of NEC electric code and in light weight. The fitting used to join the conduits together must be liquid tight fittings.

You must replace the existing electrical wires with new AWG wires of the same size as the existing and must comply with NEC standards. The new wires installed must be tested and working prior to acceptance.

79-4.01F(2) Payment

Payment for work performed according to Section 79-4.01F is included in contract unit price paid for Replace Electrical Conduits and Wires

79-4.01G(1) Replace Receptacle

Replace all outdoor receptacle and receptacle covers and boxes as shown on Plans and as directed by the Engineer.

You must shut down power to the electrical system prior to remove and install receptacles.

You must replace all outdoor receptacle and receptacle covers and boxes in kind or similar. All receptacle, covers, and boxes must be approved by the Engineer prior to replacement.

Receptacles must have ground-fault circuit-interrupter (GFCI), protection for safety. Receptacles, covers, and boxes must be installed at the same location as the existing receptacle. The receptacles, covers, and boxes must be secured in place.

Receptacles must be rated for outdoor and wet location use. The receptacles must be CSA certified, ETL Listed and UL Listed.

All receptacles must be installed in water proof electrical boxes. The covers and boxes for the receptacles must be rated for outdoor use and for wet locations. Metal covers and boxes are not allowed.

All wires must be securely connected to the new receptacle after replacement. The receptacles installed must be functional. You must test the receptacles that they are working and repair or replace any that is not working or defect.

79-4.01G(2) Payment

Payment for work performed according to Section 79-4.01G is included in contract unit price paid for Replace Receptacle.

79-4.01H(1) Remove Grit Rake Drive and Associated Hardware

Remove the grit rake drive, the power switch, the conduit and wires from the grit rake drive to the existing motor, and the associated electrical wires to the motor control center.

You must shut down power to the electrical system prior to remove the grit rake drive, power switch, and wires.

Protect existing 2-1/2" conduit in place; remove the electrical wires inside only for the power switch and grit rake drive.

The electrical wires inside the conduit runs from the motor to the existing motor control center. The electrical wires must be disconnected from the motor and the motor control center prior to removal.

79-4.01H(2) Payment

Payment for work performed according to Section 79-4.01H is included in contract unit price paid for Replace Grit Rake Drive and Associated Hardware.

79-4.01I(1) Patch Concrete

Prior to patch concrete, the existing concrete surface must be prepared per Section 79-1, "Surface Preparation of Cast-In-Place Concrete" of the special provisions.

You must maintain work area in a clean condition, including materials, equipment and worker's footwear, to avoid tracking in of contaminants, dirt, dust, mud or other materials which may interfere with adhesion and durability of repairs.

Patch concrete per Section 79-2, "Cast-In-Place Concrete Coating System." Prior to patching, all patching areas must be kept continuously wet for at least 20 minutes prior to application of patching compound. Before placing patch, excess water must be blown, vacuumed or otherwise removed from the surface, leaving the surface damp or saturated/surface dry.

79-4.01I(2) Payment

Payment for work performed according to Section 79-4.01I is included in contract unit price paid for Surface Preparation of Cast-In-Place Concrete and Apply Coating System to Concrete Surface.

80 FENCES

Add the following to Section 80-3.02A:

Chain link fence must be Type CL-6.

Remove all existing steel sleeve that is in conflict with the new chain link fence.

Replace 1st paragraph of Section 80-3.02A with:

Chain link fence must be galvanized.

Replace 1st paragraph of Section 80-3.02E with:

Slats must be plastic.

Delete 2nd and 3rd paragraph of Section 80-3.02E

Replace Section 80-3.04 with:

80-3.04 PAYMENT

The payment quantity for constructing chain link fence is the length measured:

1. Parallel to the ground slope along the fence.

The plastic slats to be furnished and installed is included in the payment for Chain Link Fence (Type CL-6).

The payment for construction chain link fence type CL-6 is included in the payment for Chain Link Fence (Type CL-6).

Add to Section 80-10.01A

The gate must be chain link fence gate matching the height of the new chain link fence.

Replace 2nd paragraph of Section 80-1.01A with:

Existing gate must be removed prior to install new chain link gate as shown on the Plans and as directed by the Engineer.

Remove and store existing concrete blocks during gate removal operation. Place concrete block to original location after you install the new chain link gate.

Existing gate must be removed and disposed as shown on the plans. All materials removed, including concrete blocks and footings will become the property of you. You must dispose of the excess fencing outside of the KSA WWTF Plant.

Add to Section 80-10.02:

New gate must be chain link gate as shown on Plans or as directed by the Engineer.

Replace Section 80-15.02D with:

80-15.02D Payment

Payment for constructing new chain link gate is measured by each. The payment for furnishing and constructing new chain link gate is included in the contract unit price paid for Chain Link Double Gate

Payment for removing existing gate is measured by each. The payment for removing and disposing of existing gate is included in the contract unit price paid for Remove Existing Gate.

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BID DOCUMENTS
FOR CONTRACT 21086

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BID FORM

TO THE BOARD OF SUPERVISORS OF KERN COUNTY

Contract No. 21086

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS

- I. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement for Construction with the **COUNTY OF KERN** in the form included in the Bid Book (**Agreement**), to perform and furnish all work as specified or indicated in the contract documents for the contract price indicated in this bid and in accordance with all other terms and conditions of the contract documents.
- II. Bidder accepts all of the terms and conditions of the contract documents, Notice to Bidders and special provisions, including without limitation, those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
- III. In submitting this Bid, Bidder represents that Bidder has examined all of the contract documents, performed all necessary pre-Bid investigations, attended all required pre-bid meetings, received the pre-bid meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder

- IV. Based on the foregoing, Bidder proposes and agrees to fully perform the work within the time stated and in strict accordance with the contract documents for the following sums of money listed in the following Schedule of Bid Prices:

(Continued on next page)

SCHEDULE OF BID PRICES

The bidder shall set forth, for each and every, item of work listed, a "Unit Price" and an "Extension Price" in clearly legible figures, in the respective spaces provided for this purpose. The bidder's attention is directed to Section 2, "Bidding," of the special provisions. All Bid items, including lump sums, unit prices and extension prices, must be filled in completely. Bid items are described in Contract Documents. Quote in figures only, unless words are specifically requested.

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
1	1	LS	Prepare Water Pollution Control Program		
2	1	LS	Develop Water Supply		
3	1	LS	Finishing Project		
4	1	EA	Remove Gate		
5	64	LF	Chain Link Fence (Type CL-6)		
6	1	EA	Chain Link Gate (Type CL-6)		
7	1,550	SQFT	Surface Preparation of Cast-In-Place Concrete		
8	1,550	SQFT	Apply Coating System to Concrete Surface		
9	14	EA	Replace Deflector Plate		
10	81	LF	Replace Catwalk Steel Angle		
11	1	LS	Replace Dual Motor Pump Panel and Associated Electrical Components		
12	1	LS	Furnish and Install Influent Flow Sensor and Meter		
13	90	LF	Replace Electrical Conduits and Wires		
14	3	EA	Replace Receptacle		
15	1	LS	Remove Grit Rake Drive and Power Switch		
16	1	LS	Install Disconnect Safety Switch and Associated Wires		
17	1	LS	Mobilization		

(F) = Final Pay

Total Bid Price: \$ _____

(Indicate Bid Price in Words)

V. Each Extension Price has been calculated by multiplying the Estimated Quantity by the Unit Price. In the case of lump sum items, the Estimated Quantity shall be unity. The Bid Total is the sum of all Extension Prices. Bidder agrees that in case of any discrepancy between the Unit Price(s) and the respective Extension Price(s) and/or the Total Price Bid, the Unit Price(s) shall prevail, and the bid submitted shall be the correctly computed sum of all correctly computed Extension Prices, provided, however, if the amount set forth as a Unit Price is illegible, omitted, or identical to the amount set forth as an Extension Price, then the amount set forth in the Extension Price column for the item shall be used to determine the correct Unit Price in accordance with the following.

- A. As to lump sum items, the amount set forth in the Extension Price column shall be the Unit Price.
- B. As to unit basis items, the amount set forth in the Extension Price column shall be divided by the Estimated Quantity for the item and the price thus obtained shall be the Unit Price.
- C. As to items where the amount set forth as a Unit Price is identical to the amount set forth as an Extension Price, the amount set forth in the Extension Price column shall prevail.

VI. Subcontractors for work are listed on Subcontractors List, submitted herewith.

VII. The undersigned Bidder understands that County reserves the right to reject this Bid.

VIII. If written notice of the identification of low bid, hereinafter referred to as Notice of Intent to Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Bid Form or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Section 3-1.18, "Contract Execution," of the special provisions within the times specified therein.

IX. If this Bid is accepted and the undersigned fails to execute the aforesaid contract and to provide surety bonds and evidence of insurance acceptable to the County as is required within the time specified, the County may, at its option, determine that the bidder has abandoned the bid and the bidder's security shall be forfeited and shall become the property of the County of Kern. County shall then be free to accept the bid of another bidder.

X. Notice of Intent to Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

XI. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety admitted to do a surety business in the State of California, in form specified in the bid book, in the amount of 10% of the Total Bid Price and made payable to the **COUNTY OF KERN**.

XII. The undersigned Bidder agrees to commence work on the date established in, and to complete all work within the time specified in contract documents.

XIII. The undersigned Bidder agrees that, liquidated damages for failure to complete all work in the Contract within the time specified in contract documents shall be as set forth in the contract.

XIV. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Bidder or other interested person is an individual, give first and last names in full.

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SUBCONTRACTORS LIST

The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

Subcontractors Information			Work Portion		
Full Name of Subcontractor and Address of Mill or Shop	Subcontractor's License No.	DIR Registration No.	Bid Item No.	Description	% of Bid Item

(Bidder to attach additional sheets if necessary)

END OF SUBCONTRACTOR'S LIST

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BID BOND

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **COUNTY OF KERN**, as obligee, in the penal sum of **Dollar Amount In Words**

Dollars (\$_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Owner Contract Number **21086, KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS.**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Notice to Bidders and Special Provisions, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20____.

(Month)

Contractor as Principal

Surety

By: _____ (Seal)
Signature

By: _____ (Seal)
Signature

Typed Name and Title

Typed Name and Title

Surety

Surety

By: _____ (Seal)
Signature

By: _____ (Seal)
Signature

Typed Name and Title

Typed Name and Title

NOTE: Signatures of those executing for the Surety must be sworn to before a notary public and a Power of Attorney attached, if applicable.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

Agency: _____

Agency: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax No: _____

Fax No: _____

NON-COLLUSION DECLARATION

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

_____,
(Name of Principal of Bidder)

says that he or she is _____
(Office of Affiant)

of _____, the party
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against Owner, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

(Name of Bidder)

(Signature of Principal)

END OF NON-COLLUSION DECLARATION

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BIDDER CERTIFICATIONS

The undersigned Bidder certifies to the County of Kern (**County or Owner**) as set forth in sections 1 through **8** below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 1773 that require the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776, regarding wage records, and with Labor Code Section 1777.5, regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 and Contractor and Subcontractors and are eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on the Subcontractors List are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** _____ . Subcontractors' registration numbers are as indicated in Subcontractors List.

BIDDER: _____
(Name of Bidder)

Date: _____, [20__] By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF BIDDER CERTIFICATIONS

COUNTY OF KERN BIDDERS LIST

All bidders are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the prime. This information is also required from the proposed prime contractor, and must be submitted with their bid. The County will use this information to maintain and update a "Bidders" List to assist in the overall annual goal DBE goal setting process.

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

Contact Person: _____ No. of Years in Business: _____

Is the firm currently certified as a DBE under the new regulations (49 CFR Part 26)?

Yes _____ No _____

Type of work/services/materials provided by firm: _____

Gross Annual Receipts _____

This form may be duplicated, if necessary, to report all bidders (DBE's and non-DBE's) information.

(FORM TO BE SUBMITTED WITH BID FOR PRIME AND ALL LISTED SUBCONTRACTORS)

Public Works Department
County of Kern, State of California
AGREEMENT FOR CONSTRUCTION

THIS AGREEMENT, is made and entered on _____, by and between _____ whose place of business is located at _____ (Contractor), and the COUNTY OF KERN (hereinafter County), acting under and by virtue of the authority vested in County by the laws of the State of California.

WHEREAS, County, awarded to Contractor the following Contract:

CONTRACT NUMBER 21086

KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

1. SCOPE OF WORK OF THE CONTRACT

a. Work of the Contract

- i. Contractor shall complete all work specified in the Contract Documents, in accordance with the notice to bidders, plans, specifications, special provisions, this Agreement, and all other terms and conditions of contract documents.

b. Price for Completion of the Work

- i. County shall pay Contractor the following amount \$ _____ (original contract price) for completion of work in accordance with contract documents as set forth in Contractor's Bid, attached hereto.
- ii. The original contract price includes all allowances (if any).

[ATTACH BID]

2. COMMENCEMENT AND COMPLETION OF WORK; LIQUIDATED DAMAGES

a. Commencement of Work and Contract Time

- i. As provided by special provision section 8-1.04B, this contract has a delayed start. Contractor's working days shall begin on November 01, 2021. Contractor shall begin work within 15 calendar days after the date working days begin and shall diligently prosecute the same to completion by the time set forth in contract documents.
- ii. County reserves the right to modify or alter the Commencement Date.

b. Completion of Work

- i. Contractor shall achieve contract completion of the entire work within 90 working days from the Commencement Date.

c. Liquidated Damages

- i. As liquidated damages for delay Contractor shall pay County \$2,000.00 for each calendar day that expires after the time specified herein for Contractor to achieve contract completion of the entire work, until achieved.
- ii. Limitations and stipulations regarding liquidated damages are set forth in contract documents.

3. PROJECT REPRESENTATIVES

a. County's Project Manager

- i. County has designated **Sam Lux** as its Project Manager to act as County's Representative in all matters relating to the contract documents.
- ii. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the contract documents on behalf of County, to accept work, and to make decisions or actions binding on County, and shall have sole signature authority on behalf of County.
- iii. County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other County Representative.

b. Contractor's Project Manager

- i. Contractor has designated _____ as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

c. Design Engineer

- i. **Chiming Qu** furnished the project-specific plans and specifications and shall have the rights assigned to Design Engineer in the Contract Documents.
- ii. Design Engineer has designated **Chiming Qu** as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

4. MISCELLANEOUS

- a. To induce Owner to enter into this Agreement, Contractor represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Contractor is duly qualified to conduct business in the State of California; that Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- b. Contractor shall not assign any portion of the Contract Documents.
- c. It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- d. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §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 County tenders final payment to Contractor, without further acknowledgment by the parties.

- e. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the work of the Contract Documents.
- f. In accordance with Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- g. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- h. Electronic and facsimile signatures may be used for all pay estimates and contract change orders, and shall have the same effect as an original signature.
- i. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Kern, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Kern.

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

RECOMMENDED AND APPROVED
AS TO CONTENT:
COUNTY OF KERN

Firm's Name

By: _____
Public Works Department

Type of Entity (corporation, partnership,
individual, etc.)

(Printed Name)

By: _____
(Signature)

Director of Public Works
(Title)

(Typed Name)

APPROVED AS TO FORM:
Office of the County Counsel

By: _____
"COUNTY"

Title of Individual Executing Document on behalf
of Firm

By: _____
Craig Pope, Director of Public Works

"Contractor"

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY CONTRACTOR'S STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CA 95814.

END OF AGREEMENT

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. **COUNTY OF KERN, (County)** has awarded to _____ as Principal, a Contract dated the _____ day of _____, 20____ (Contract), for the **KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS** in the amount of \$_____, which Contract is by this reference made a part hereof.
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto County in the sum of 100% OF THE CONTRACT SUM to be paid to County or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by County, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by County, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless County as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by County in default under the Contract, Surety shall promptly remedy the default, or shall promptly:
 - a. Undertake through its agents or independent contractors, reasonably acceptable to County, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - b. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by County of the lowest responsible bidder, reasonably acceptable to County, arrange for a contract between such bidder and County and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by County to the Principal under the Contract and any amendments thereto, less the amount County paid to Principal.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing County's rights against the others. Surety may not use the above-named Principal to complete the Contract absent County's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than County or its successors or assigns.
9. Surety may join in any proceedings brought under the Contract and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

Contractor as Principal

Surety

By: _____ (Seal)
Signature

By: _____ (Seal)
Signature

Typed Name and Title

Typed Name and Title

Surety

Surety

By: _____ (Seal)
Signature

By: _____ (Seal)
Signature

Typed Name and Title

Typed Name and Title

NOTE: *Signatures of those executing for the Surety must be sworn to before a notary public and a Power of Attorney attached, if applicable.*

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

Agency: _____

Agency: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax No: _____

Fax No: _____

END OF CONSTRUCTION PERFORMANCE BOND

THIS PAGE INTENTIONALLY LEFT BLANK

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **COUNTY OF KERN, (County)** has awarded to _____ as Principal, a Contract dated the _____ day of _____, 20____ **(Contract)**, for the **KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS** in the amount of \$_____, which Contract is by this reference made a part hereof.
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto County in the sum of **100% OF THE CONTRACT SUM** (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing County's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of
_____, 20____.

Contractor as Principle

By: _____ (Seal)
Signature

Typed Name and Title

Surety

By: _____ (Seal)
Signature

Typed Name and Title

Surety

By: _____ (Seal)
Signature

Typed Name and Title

Surety

By: _____ (Seal)
Signature

Typed Name and Title

NOTE: *Signatures of those executing for the Surety must be sworn to before a notary public and a Power of Attorney attached, if applicable.*

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

Agency: _____

Agency: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax No: _____

Fax No: _____

END OF CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

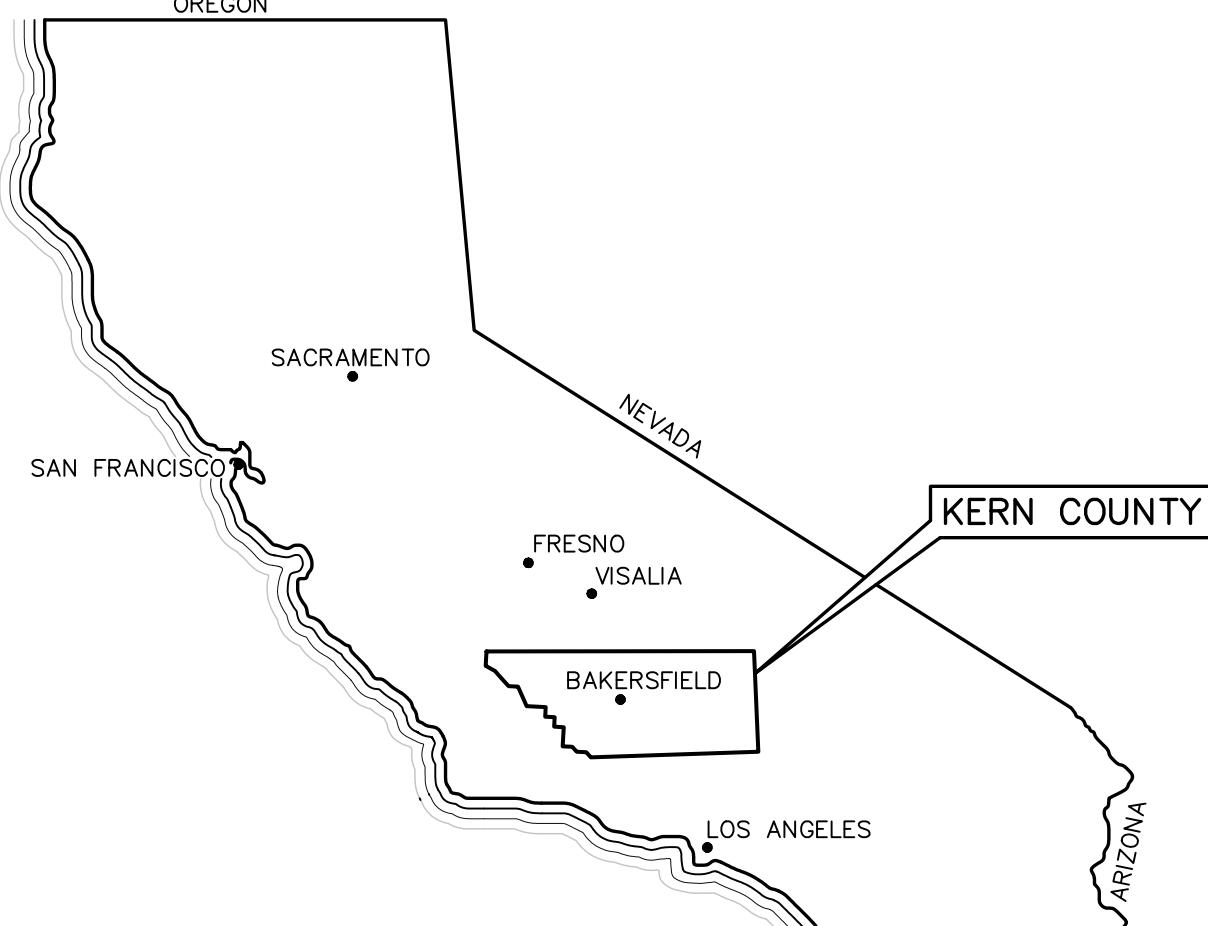
INDEX OF SHEETS		
SHEET S-1	SITE PLAN	
SHEET C-1	CONSTRUCTION PLAN	
SHEET X-1	CROSS-SECTION	
SHEET CD-1	CONSTRUCTION DETAILS	

FISCAL YEAR	SHEET NO.	TOTAL SHEETS
19/20	1	5

COUNTY OF KERN

PUBLIC WORKS DEPARTMENT

PLANS FOR CONSTRUCTION OF KERN SANITATION AUTHORITY REPAIRING AND COATING OF HEADWORKS CONTRACT No. 21086



STATE OF CALIFORNIA CONVENTIONAL SYMBOLS

STA OFFSET	Width or Width X Length
Key Note Number	
{ Township Line	
{ Section Line	
Property Line	
Right of Way Line	
Survey or Construction	
Dirt Flow Line	
Existing Edge of Pavement	
New Edge of Pavement	
Tree (All types)	
Shrub (All types)	
Sprinkler	
Riser	
Ex. Marker Sign - New Marker Sign	

UTILITY SYMBOLS

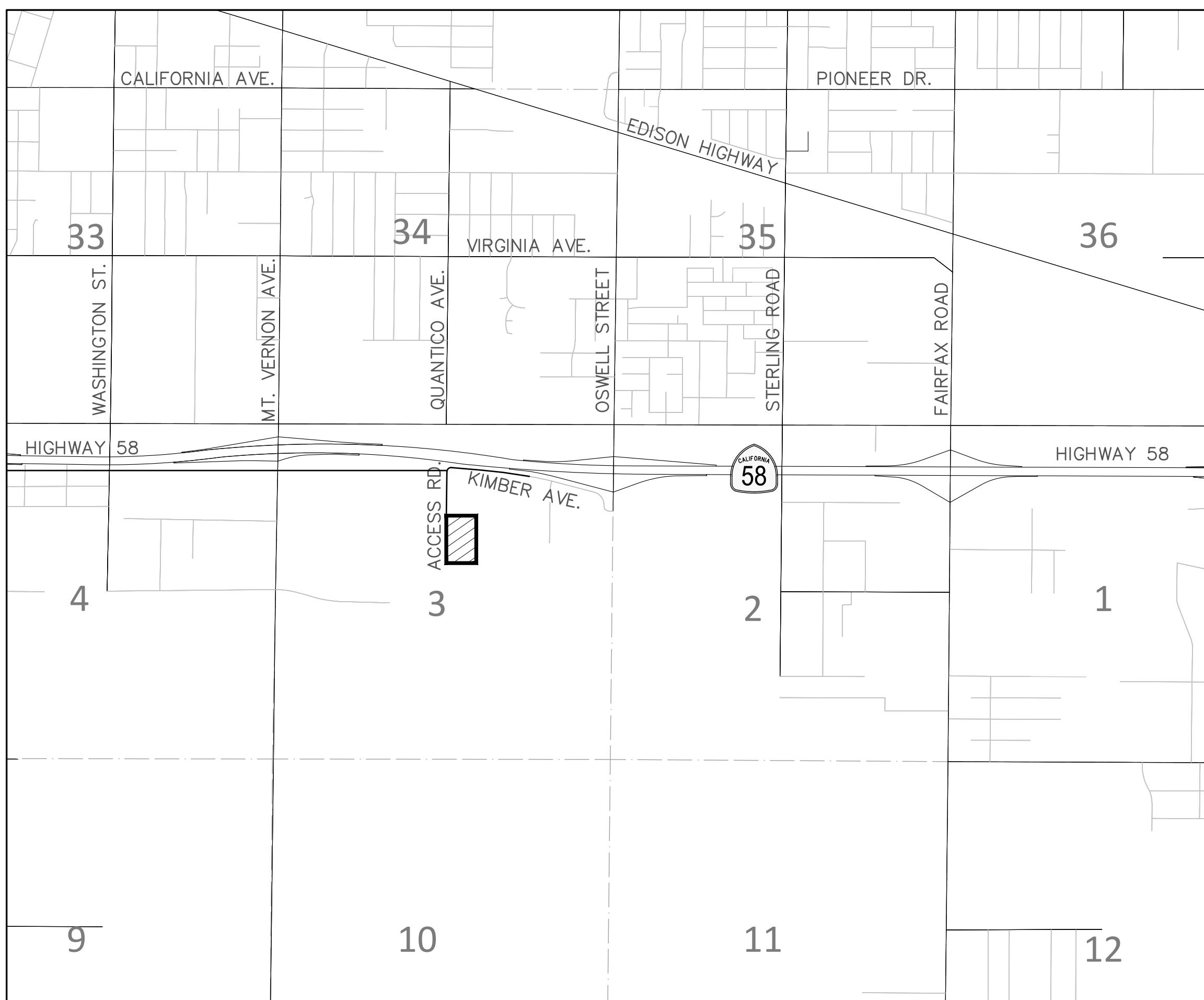
SD	Storm Drain Line	WM	Water Meter
OIL	Oil Line	WV	Water Valve
W	Water Line	FH	Fire Hydrant
G	Gas Line	GM	Gas Meter
S	Sewer Line Buried	GV	Gas Valve
FO	Fiber Optic Buried	SMH	Sewer Manhole
T	Telephone Cable Buried	SDMH	Storm Drain Manhole
E	Power Cable Buried	TMH	Telephone Manhole
CTV	Television Cable	Light Standard	
A	Aerial Wire - Cable	Street Light	
A	Aerial Cable	Telephone Pole	
G	Guy wire	Power Pole	
		Service Pole	

UNDERGROUND MARKER SYMBOLS

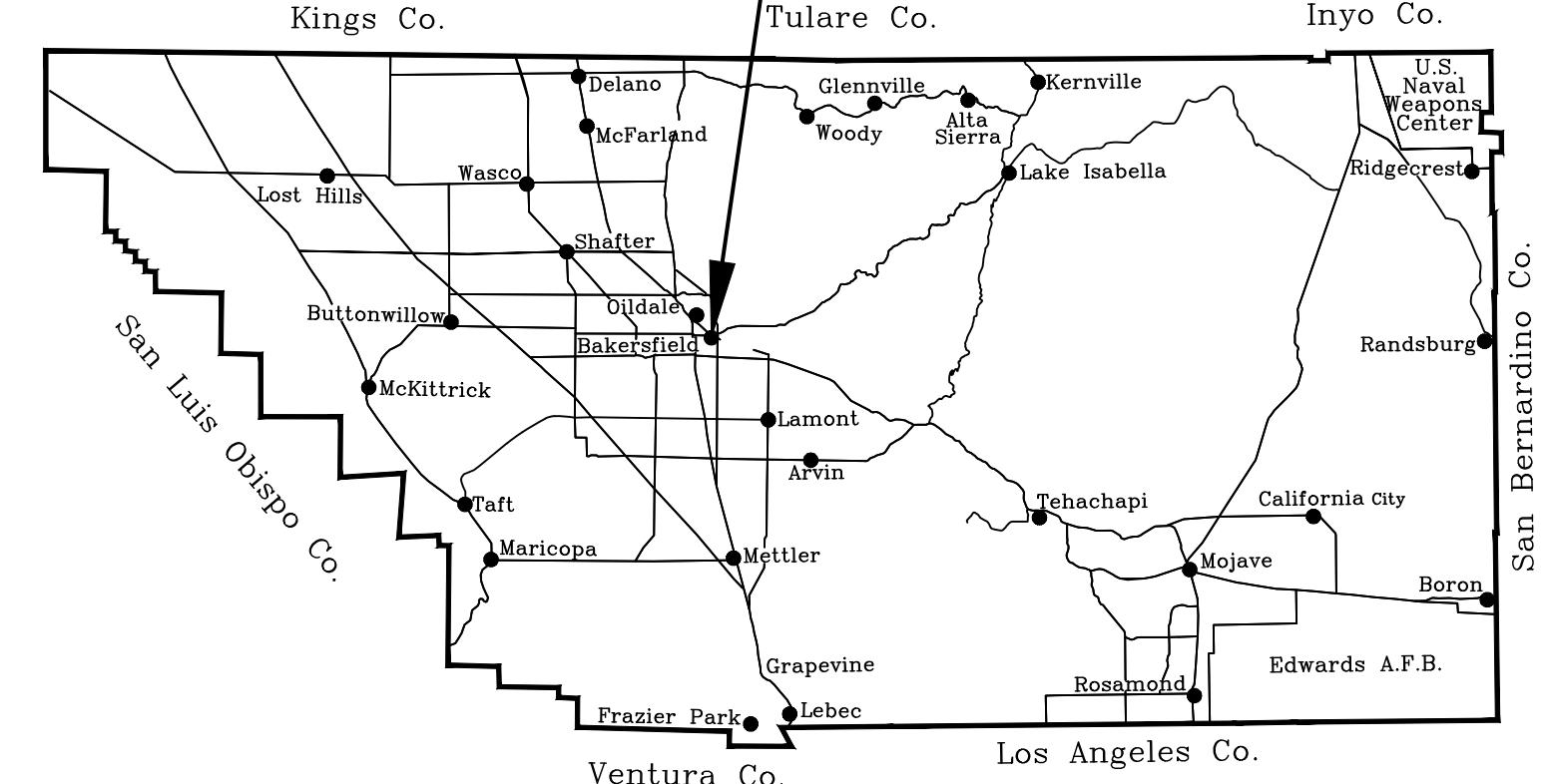
● UMBP	- Buried Power
● UMFO	- Fiber Optic
● UMG	- Gas
● UMHG	- High Pressure Gas
● UMO	- Oil Line
● UMTV	- Television Cable

NOTE:

COUNTY ACKNOWLEDGEMENT OF PLANS FOR CONSTRUCTION AND APPROVAL OF PLANS
BY SIGNATURE DOES NOT ABROGATE COUNTY WRITTEN SPECIFICATIONS BY OMISSION
OR MISINTERPRETATION. AUTHORIZED COUNTY INSPECTIONS OR AGENTS MAY REQUIRE
CHANGES IN PLANS BEFORE CERTIFICATION AND ACCEPTANCE IN ORDER TO COMPLY
WITH STANDARD SPECIFICATIONS.

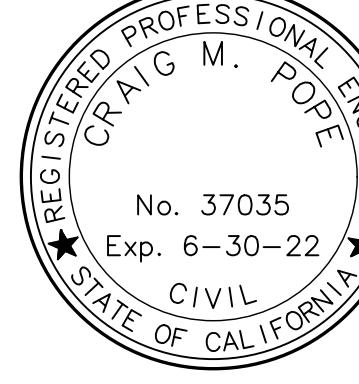
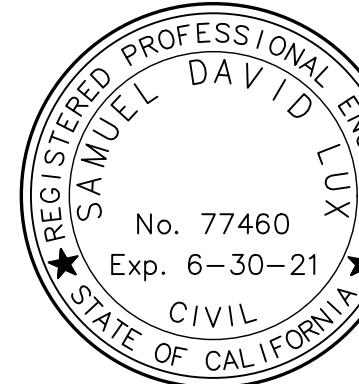
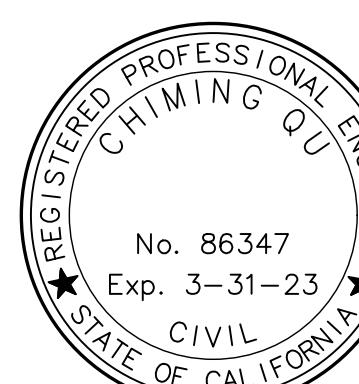


PROJECT LOCATION



COUNTY OF KERN

NOTE:
TO BE SUPPLEMENTED BY STATE OF CALIFORNIA
STANDARD PLANS DATED 2018.
THE CONTRACTOR SHALL POSSESS THE CLASS (OR
CLASSES) OF LICENSE AS SPECIFIED IN THE
"NOTICE TO CONTRACTORS" ON PAGE 1 OF THE
SPECIAL PROVISIONS.
CALL UNDERGROUND SERVICE ALERT,
1-800-227-2600, 48 HOURS PRIOR TO ANY
EXCAVATION.



Approval Recommended:

Engineering Manager, Design
Public Works Department

RCE No. 86347

Assistant Director, Public Works Department
RCE No. 77460

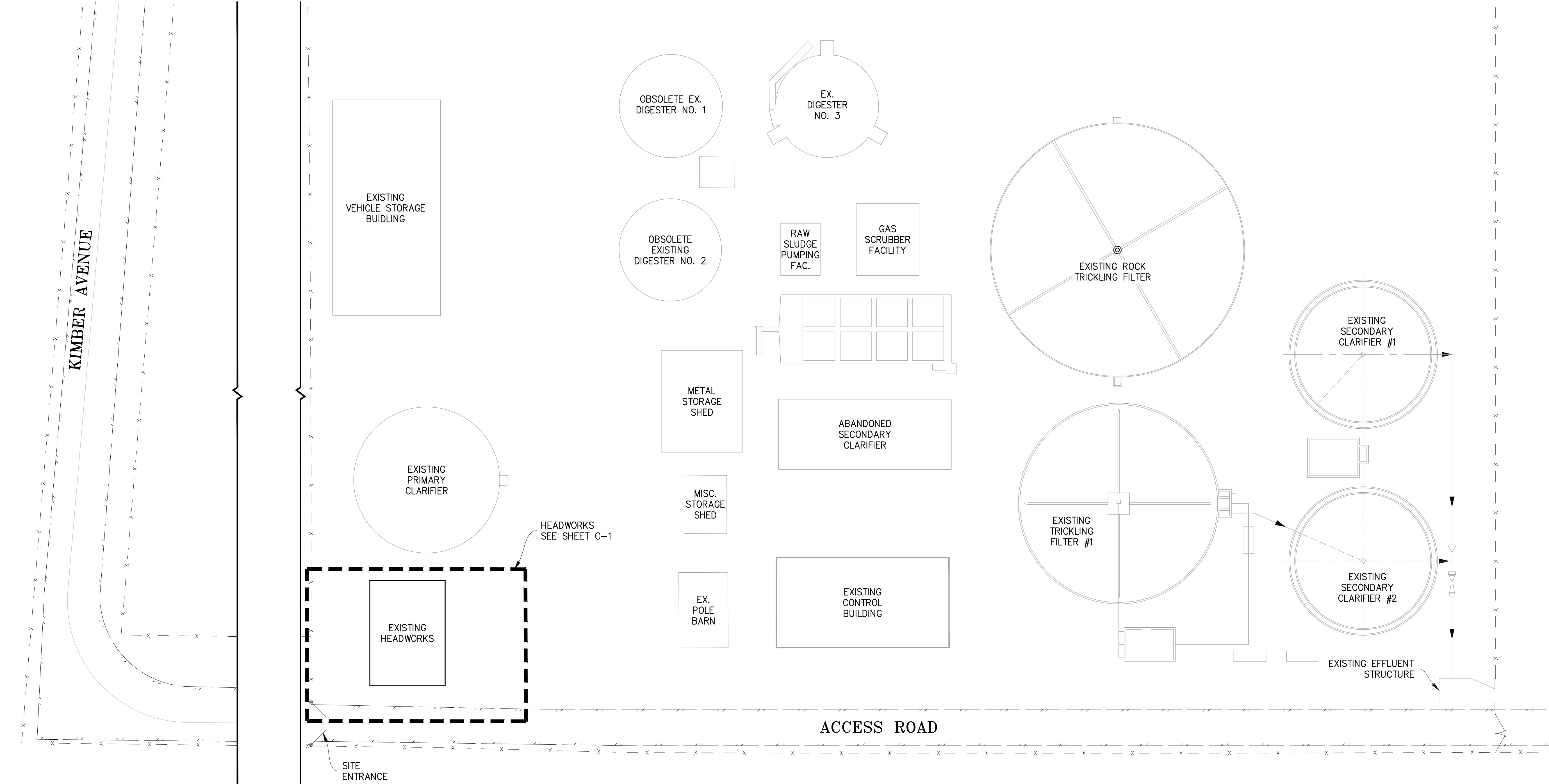
Director, Public Works Department
RCE No. 37035

APPROVED:
Chairman, Board of Supervisors

Date: _____

SR 58

KIMBER AVENUE



CONTRACT #	PROJECT #	sheet no.	total sheets
21086	9144-M00001	2	5

REGISTERED CIVIL ENGINEER
March 23, 2021
APPROVAL DATE

THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

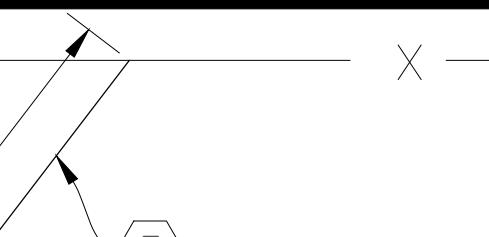
SITE PLAN
SCALE: 1"=30' S-1



CALCULATED-DESIGNED BY	CHECKED BY	C. QU	C. QU	DRAFTED BY	DATE DRAFTED	B. WIGGINS	REVISION DATE / REVISION #
					2/24/2021		

CONSTRUCTION NOTES/KEYNOTES

1. PREPARE AND COAT CONCRETE SURFACE
2. REPLACE ALL DEFLECTOR PLATES (14 TOTAL) - SEE DETAIL 1 ON CD-1
3. INSTALL DISCONNECT SAFETY SWITCH AND CONNECT TO EXISTING MOTOR
4. REPLACE CATWALK ANGLE IRON (2" X 2" X 3/8" THICK)
5. PATCH CONCRETE WALKWAY
6. EXISTING GATE TO BE REPLACED WITH CHAINLINK GATE - SEE DETAIL 4 ON CD-1
7. CONSTRUCT NEW FENCE - SEE DETAIL 2 ON CD-1
8. REPLACE DUAL MOTOR PUMP PANEL AND ASSOCIATED ELECTRICAL COMPONENTS
9. INSTALL INFLUENT FLOW SENSOR AND METER - SEE DETAIL 3 ON CD-1
10. REPLACE ELECTRICAL CONDUITS AND WIRES
11. REPLACE RECEPTACLE
12. REMOVE GRIT RAKE DRIVE AND POWER SWITCH
13. RUN WIRES OF QUICK DISCONNECT TO THE EXISTING MOTOR CONTROL CENTER VIA EXISTING CONDUITS. REMOVE EXISTING WIRES FOR THE EXISTING GRIT RAKE DRIVE AND POWER SWITCH



LEGEND

EXISTING CAST-IN-PLACE PORTLAND CEMENT CONCRETE

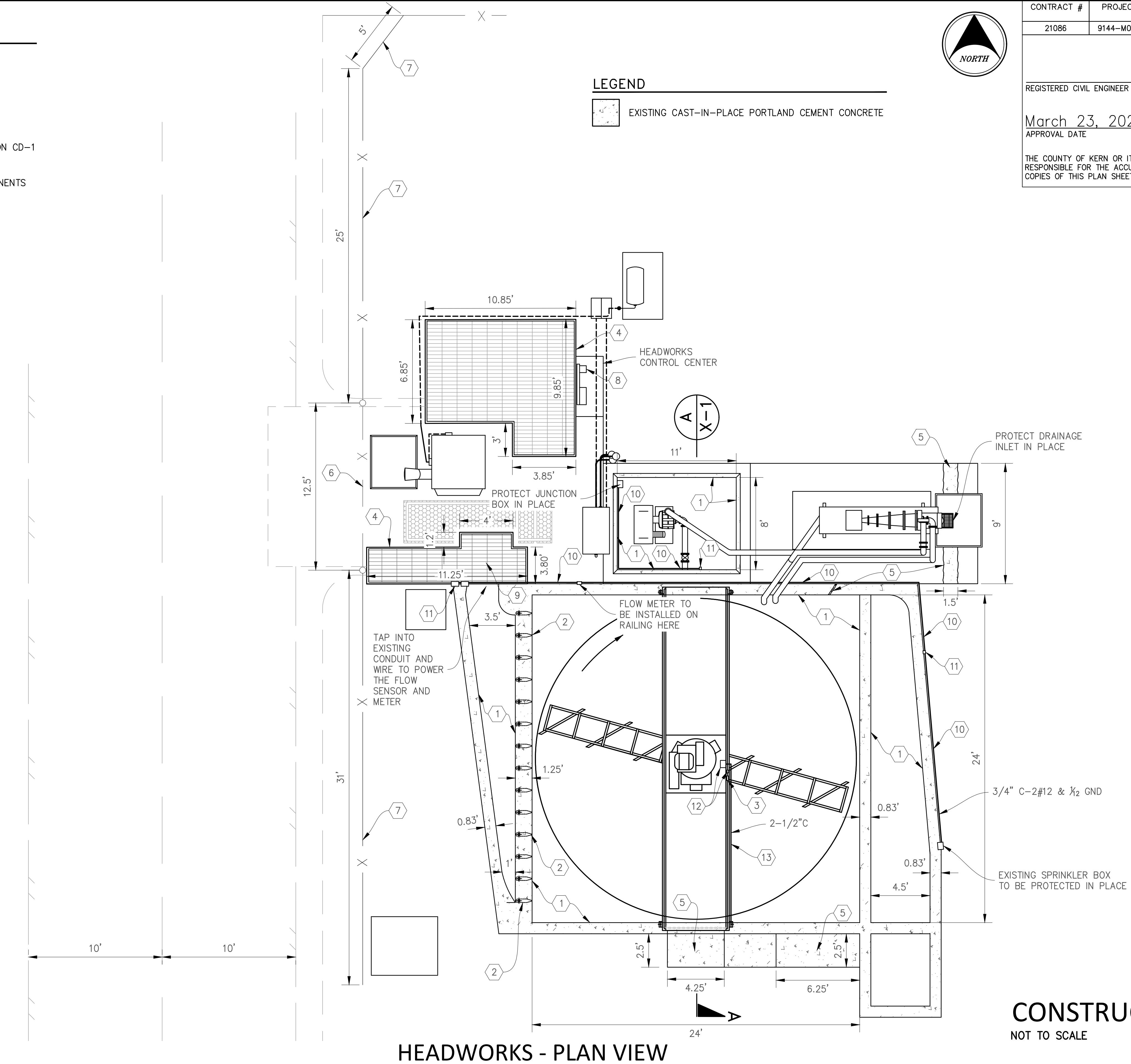


CONTRACT #	PROJECT #	sheet no.	total sheets
21086	9144-M00001	3	5

REGISTERED CIVIL ENGINEER
March 23, 2021
APPROVAL DATE

THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
No. 86347
Exp. 3-31-23
STATE OF CALIFORNIA
CIVIL

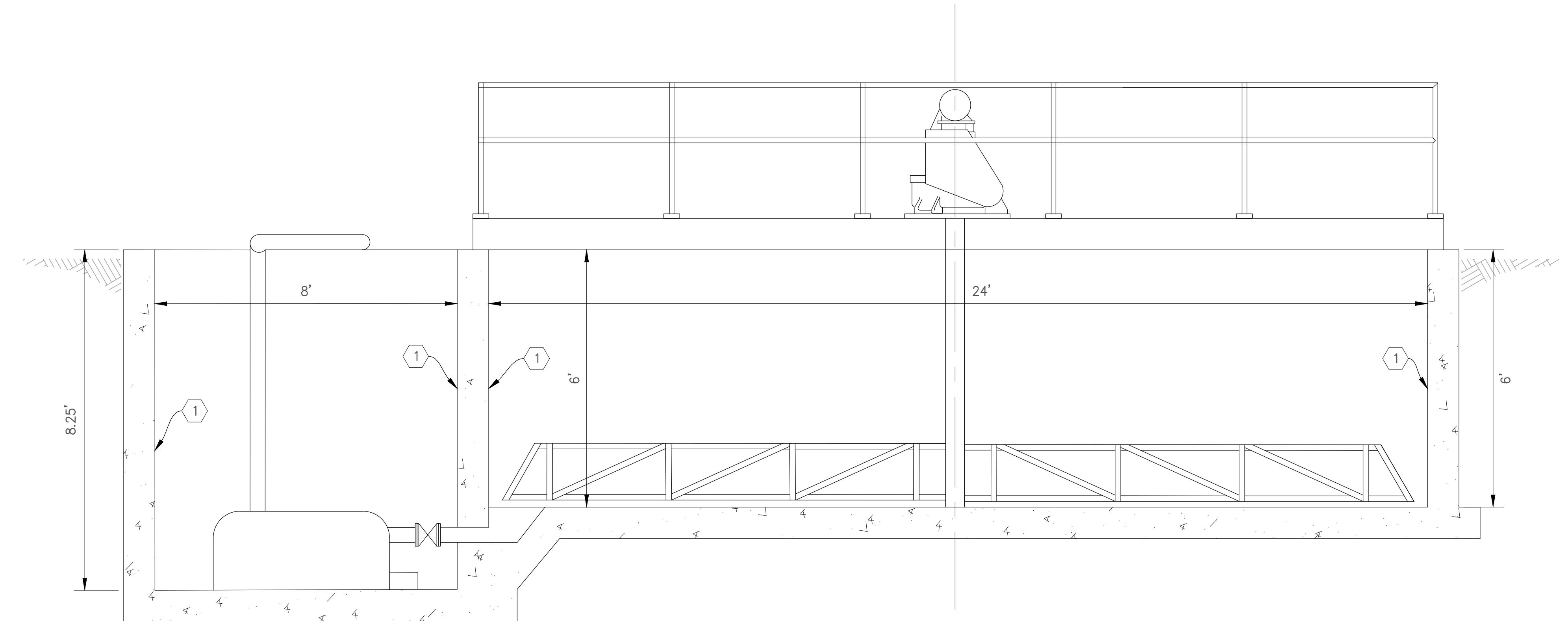


CONSTRUCTION NOTES/KEYNOTES

- 1 PREPARE AND COAT CONCRETE SURFACE
- 2 REPLACE ALL DEFLECTOR PLATES (14 TOTAL) – SEE DETAIL 1 ON CD-1
- 3 INSTALL DISCONNECT SAFETY SWITCH AND CONNECT TO EXISTING MOTOR
- 4 REPLACE CATWALK ANGLE IRON (2" X 2" X 3/8" THICK)
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- 6 EXISTING GATE TO BE REPLACED WITH CHAINLINK GATE – SEE DETAIL 4 ON CD-1
- 7 CONSTRUCT NEW FENCE – SEE DETAIL 2 ON CD-1
- 8 REPLACE DUAL MOTOR PUMP PANEL AND ASSOCIATED ELECTRICAL COMPONENT
- 9 INSTALL INFLUENT FLOW SENSOR AND METER – SEE DETAIL 3 ON CD-1
- 10 REPLACE ELECTRICAL CONDUITS AND WIRES
- 11 REPLACE RECEPTACLE
- 12 REMOVE GRIT RAKE DRIVE AND POWER SWITCH
- 13 RUN WIRES OF QUICK DISCONNECT TO THE EXISTING MOTOR CONTROL CENTER VIA EXISTING CONDUITS. REMOVE EXISTING WIRES FOR THE EXISTING GRIT RAKE DRIVE AND POWER SWITCH

COUNTY OF KERN – PUBLIC WORKS DEPARTMENT
**KERN SANITATION AUTHORITY
REPAIRING AND COATING OF HEADWORKS**

BORDER LAST REVISED:



SECTION A - GRIT COLLECTOR UNIT

CROSS-SECTION

NOT TO SCALE

X-1



CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
21086	9144-M00001	4	5
<hr/> <p>REGISTERED CIVIL ENGINEER</p> <p>March 23, 2021</p> <p>APPROVAL DATE</p> <p>THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.</p>			



The seal is circular with the text "PROFESSIONAL CHIMING QU" at the top and "REGISTERED CIVIL ENGINEER" at the bottom. In the center, it says "No. 86347" and "Exp. 3-31-23". There are two stars, one on each side of the center text.

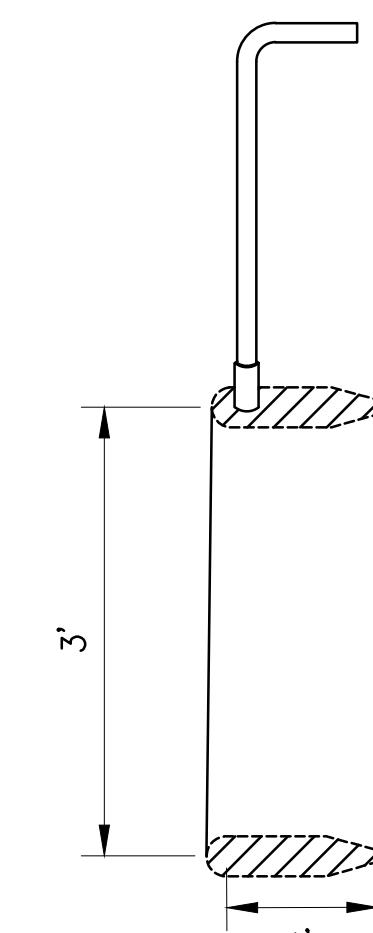
REGISTERED CIVIL ENGINEER

March 23, 2021
APPROVAL DATE

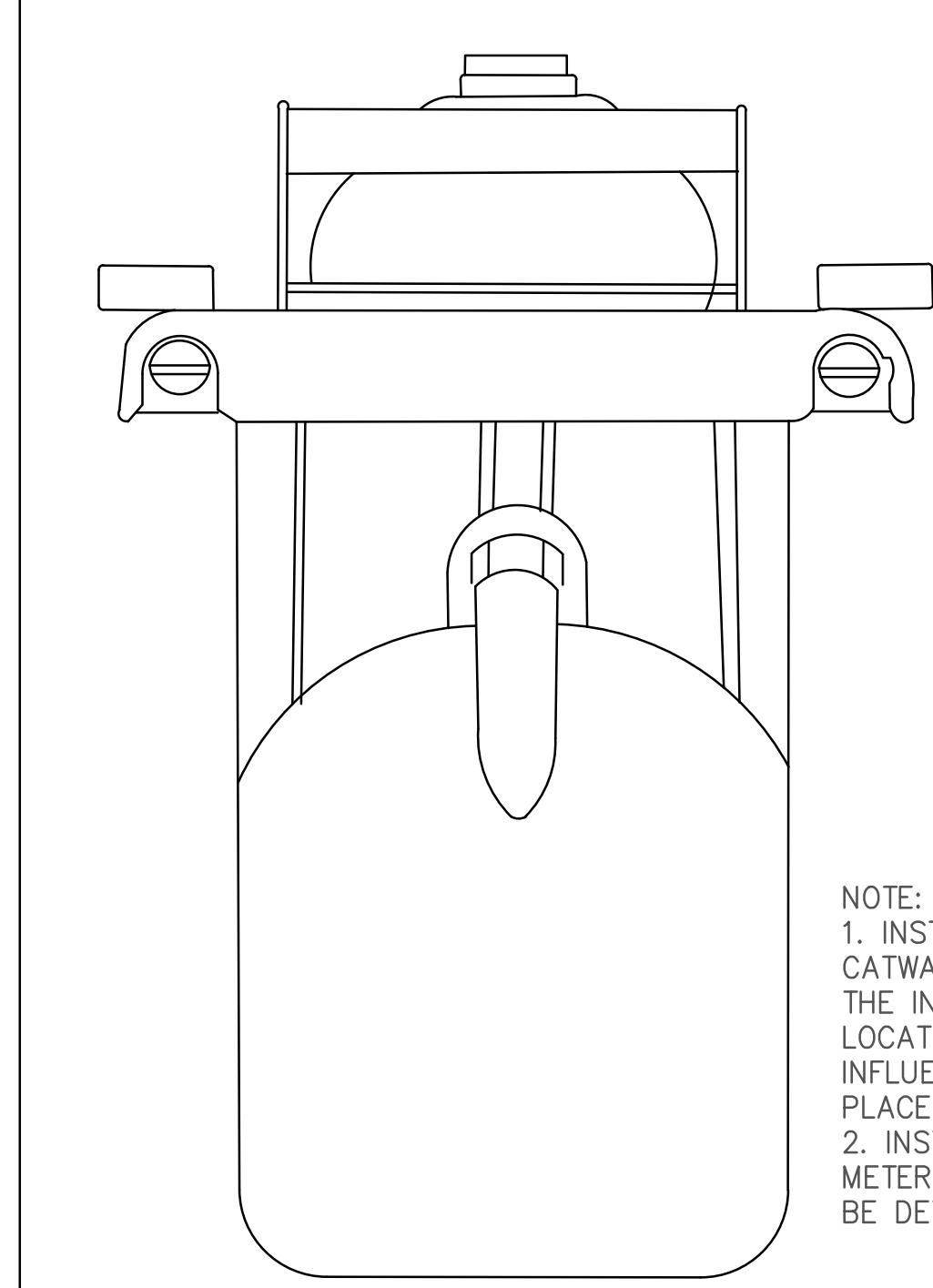
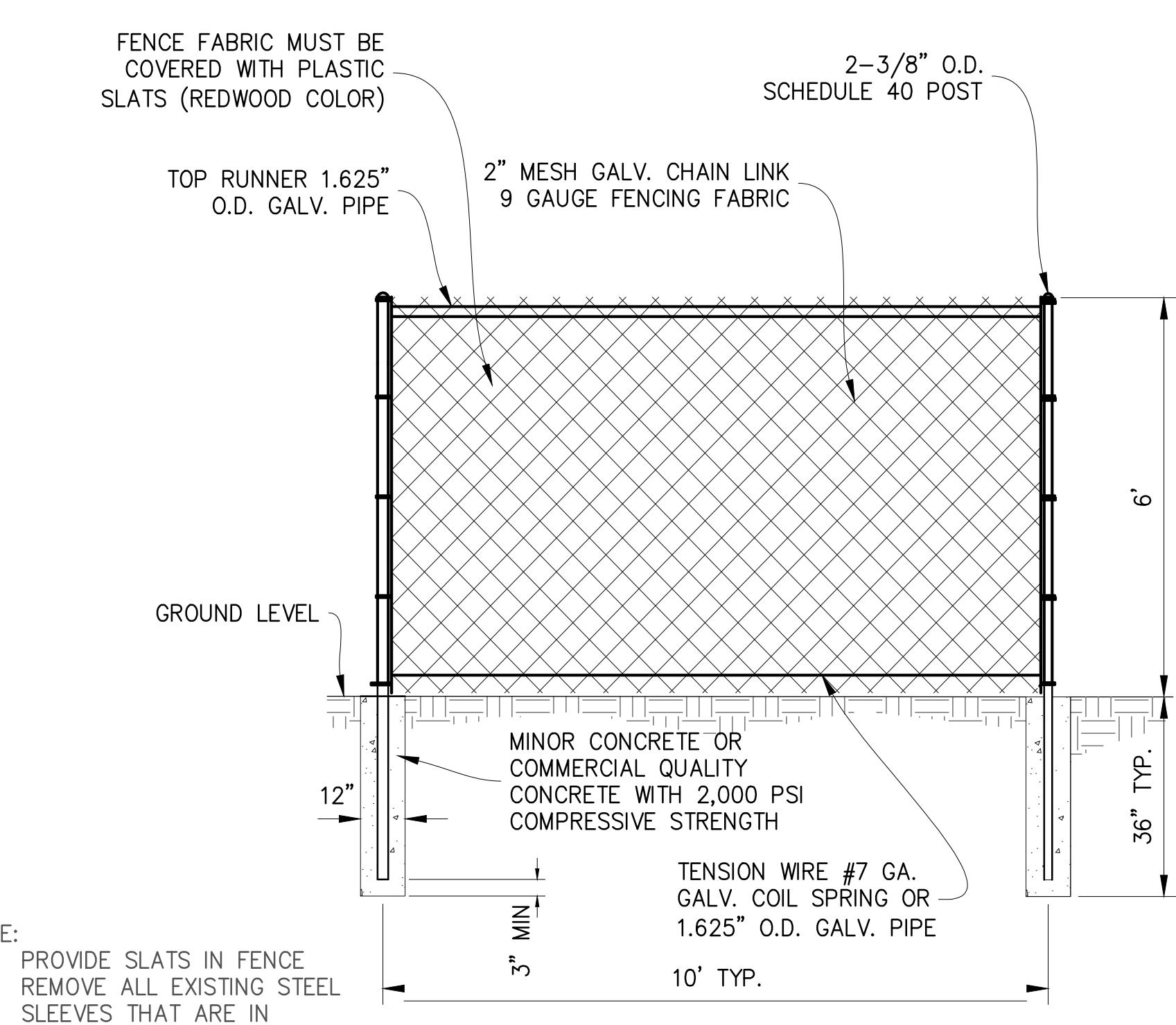
THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE
RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC
COPIES OF THIS PLAN SHEET.

CONSTRUCTION NOTES:

1. CONTRACTOR MUST FABRICATE THE NEW DEFLECTOR PLATES TO THE SAME DIMENSIONS AS THE EXISTING DEFLECTOR PLATES.
2. ALL SHOP DRAWINGS FOR THE NEW DEFLECTOR PLATE MUST BE APPROVED BY THE ENGINEER PRIOR TO MANUFACTURING OR PRODUCTION.
3. CONTRACTOR TO REMOVE THE EXISTING DEFLECTOR PLATES FROM THE CONCRETE BEAM WITHOUT DAMAGING THE CONCRETE BEAM AND THE STEEL HOLDER. CONTRACTOR TO USE THE REMOVED DEFLECTOR PLATE AS A TEMPLATE TO PRODUCE THE NEW DEFLECTOR PLATES.
4. THE DEFLECTOR PLATES INCLUDE THE STEEL BAR AS SHOWN ON THE DETAIL.



CALCULATED-
DESIGNED BY
CHECKED BY
C. QU
C. QU
DRAFTED BY
DATE DRAFTED
3/9/2021
B. WIGGS
REVISION DATE/
REVISION #



PLAN VIEW

CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
21086	9144-M0001	5	5

REGISTERED CIVIL ENGINEER
March 23, 2021
APPROVAL DATE



THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

NOTE:
1. INSTALL INFLUENT FLOW SENSOR UNDERNEATH THE CATWALK. CONTRACTOR TO CONSTRUCT BRACKET TO HOLD THE INFLUENT FLOW SENSOR IN PLACE. THE EXACT LOCATION IS TO BE DETERMINED BY THE ENGINEER. INFLUENT FLOW SENSOR HAS TO BE PROPERLY SECURED IN PLACE AND SHALL BE FUNCTIONAL.
2. INSTALL FLOW METER ON THE HANDRAILING. THE FLOW METER MUST BE SECURED IN PLACE. EXACT LOCATION IS TO BE DETERMINED BY THE ENGINEER.

1 DEFULATOR PLATE 1'X3'

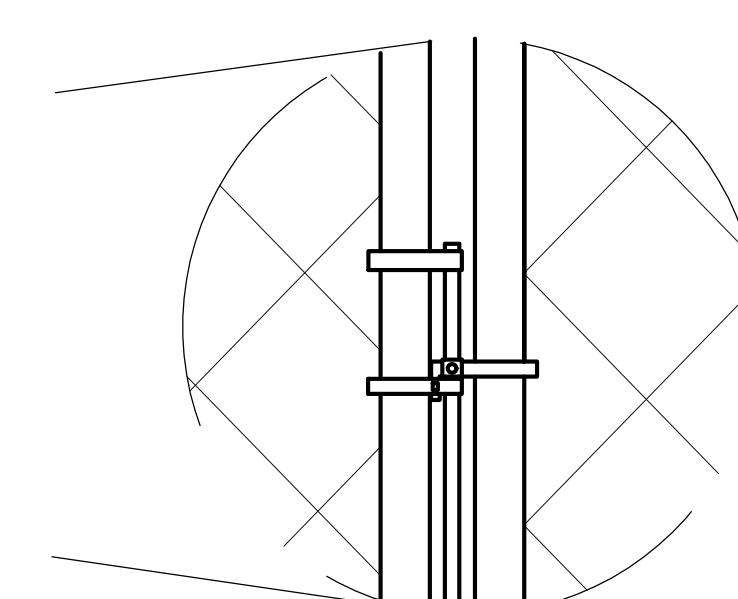
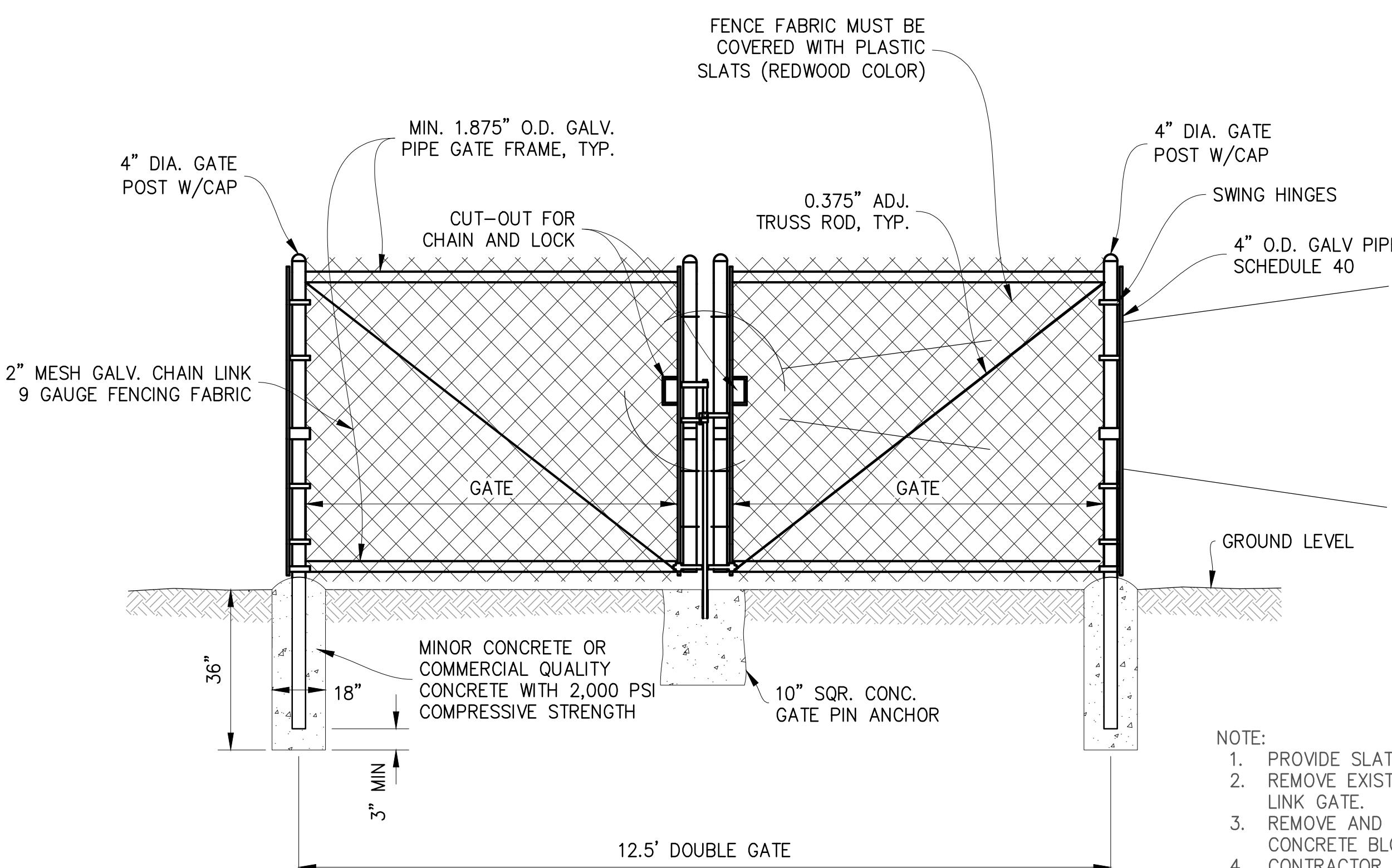
N.T.S

2 CHAIN LINK FENCE

N.T.S

3 INFLUENT FLOW METER

N.T.S



DROP LATCH DETAIL

4 CHAIN LINK DOUBLE GATE

CONSTRUCTION DETAILS

CD-1