

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

Ridgecrest City Hall 100 W California Ave., Ridgecrest, CA 93555 760-499-5002

BOARD OF DIRECTORS

A G E N D A

Wednesday, January 10, 2024

Closed Session – 10:00 a.m.

Open Session – No earlier than 10:30 a.m.

Pursuant to California Government Code 54953(b)(1) two additional call-in locations have been established for Board Members who will attend this meeting via teleconference at 14955 Dale Evans Parkway Apple Valley, CA. 92307 and at 224 N Edwards St. Independence, CA. 93526.

NOTICE: *In accordance with the evolving public health declarations, we will continue to provide live stream video for those wishing to participate virtually. Please see the Public Comment Notice below for detailed instructions on submitting public comment as well as websites for livestream broadcasting.*

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact April Keigwin at (805) 764-5452. Requests must be made as early as possible and at least one full business day before the start of the meeting. Documents and material relating to an open session agenda items that are provided to the IWVGA Board of Directors prior to a regular meeting will be available for public inspection and copying at Ridgecrest City Hall, 100 W California Ave, Ridgecrest, CA 93555, or online at <https://iwvga.org/>.

Statements from the Public

The public will be allowed to address the Board during Public Comments about subjects within the jurisdiction of the IWVGA Board and that are NOT on the agenda. No action may be taken on off-agenda items unless authorized by law. Questions posed to the Board may be answered after the meeting or at future meeting. Dialog or extended discussion between the public and the Board or staff will be limited in accordance with the Brown Act. All Public Comment portions of the meeting shall be limited to three (3) minutes per speaker. Each person is limited to one comment during Public Comments.

1. CALL TO ORDER

2. ADOPTION OF AGENDA

3. PUBLIC COMMENT ON CLOSED SESSION

4. CLOSED SESSION

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS –
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Palmdale Municipal Water District; Under Negotiation: Price and terms of payment.

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)): IWVGA v. Inyokern CSD – Kern County Superior Court BCV-22-100281

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Searles Valley Minerals Inc v. Indian Wells Valley Groundwater Authority, et. al. - Orange County Superior Court 30-2022-01239487-CU-MC-CJC

- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Mojave Pistachios, LLC, a California limited liability company, et.al. v. Indian Wells Valley Groundwater Authority, a California Joint Powers Authority, et. al. - Orange County Superior Court 30-2022-0139479-CU-MC-CJC

5. OPEN SESSION – No earlier than 10:30 a.m.

- a. Report on Closed Session
- b. Pledge of Allegiance
- c. Roll Call

6. PUBLIC COMMENT

This time is reserved for the public to address the Board about matters NOT on the agenda. No action will be taken on non-agenda items unless authorized by law. Comments are limited to three minutes per person.

7. BOARD MEMBER COMMENTS

This time is reserved for comments by Board members and/or staff and to identify matters for future Board business.

8. CONSENT AGENDA

- a. Approve Minutes of Board Meeting December 13, 2023
- b. Resolution 01-24 Appointing Emma Lynch as the new PAC Representative for BLM
- c. Approve Expenditures
**To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>*
 - i. \$113,679.26 – Stetson Engineers
 - ii. \$24,208.00 – Regional Government Services – (Replenishment / Extraction)
 - iii. \$18,037.50 – Capitol Core Group – (Replenishment)
 - iv. \$101,521.79 – Provost & Pritchard – (SGMA IP Grant)
 - v. \$2,112.50 – TranSystems – (SGMA IP Grant)

9. AUTHORIZE RELEASE OF REQUEST FOR BIDS FOR UTILITY POTHOLING SERVICES FOR THE IMPORTED WATER PIPELINE

10. OVERVIEW OF NEW DWR GUIDELINES FOR GSP PERIODIC EVALUATIONS AND GSP AMENDMENTS

11. WATER RESOURCES MANAGER REPORT

- a. Grant Funding
- b. GSP Implementation Projects/Management Action Updates
 - i. Imported Water Project

- ii. Shallow Well Mitigation Program
- iii. GSP Update
- iv. 2023 Annual Report
- c. Miscellaneous Items
 - i. Data Collection and Monitoring
 - ii. IWVGA Basin Model Configuration Management Plan
 - iii. Rose Valley Subflow Update
 - iv. Update on LADWP Releases

12. GENERAL MANAGER'S REPORT

- a. Monthly Financial Report
- b. C&E Plan Update
- c. Report on IWVGA's Water Marketer (Capitol Core Group)

13. DATE OF NEXT MEETING – FEBRUARY 14, 2024

14. ADJOURN

PUBLIC COMMENT NOTICE

IWVGA meetings will be open to the public for physical attendance; However, for those who wish to continue using virtual alternatives please follow the directions below for access to live stream video as well as ways to submit public comment.

- **Watch meetings on-line:**

All of our meetings are streamed live at <https://ridgecrest-ca.gov/369/Watch> (4 second streaming delay) or on YouTube at <https://www.youtube.com/cityofridgecrest/live> (22 second streaming delay) and are also available for playback after the meeting.

- **Call in for public comments:**

If you wish to make verbal comment, *please call (760) 499-5010*. This phone line will allow only one caller at a time, so if the line is busy, please continue to dial. We will be allowing a 20-30 second pause between callers to give time for media delays and callers to dial in. Due to media delays, please mute your streaming device while making public comment. If you wish to comment on multiple items, you will need to call in as each item is presented.

*Please Note – This process will be a learning curve for all, *please be patient*.

- **Submit written comments:**

We encourage submittal of written comments supporting, opposing, or otherwise commenting on an agenda item, for distribution to the Board prior to the meeting. Send emails to akeigwin@rgs.ca.gov written correspondence may be sent to April Keigwin, Clerk of the Board, 100 W. California Ave., Ridgecrest, CA 93555. Please specify to which agenda item your comment relates.

- **Large Groups:**

If you are part of a large group that would like to comment on an agenda item, please consider commenting in writing. This will be as impactful to the Board as having a large group in attendance.

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

City of Ridgecrest, Indian Wells Valley Water District, Inyo County, Kern County, San Bernardino County

BOARD OF DIRECTORS MEETING MINUTES Wednesday, December 13, 2023

IWVGA Members Present:

Chairman Scott Hayman, City of Ridgecrest	Carol Thomas-Keefer, IWVGA General Manager
Phillip Peters, Kern County	Keith Lemieux, Legal Counsel
Chuck Griffin, IWVWD	Steve Johnson, Stetson Engineers
John Vallejo, Inyo County	Command Turner, US Navy, DoD Liaison
Dana Stephenson, Bureau of Land Management	April Keigwin, Clerk of the Board

Attending via teleconference is Tim Itnyre, Steve Johnson, and Dana Stephenson.

Meeting recording, public comment letters submitted, and all board meeting related documents are made available at:
<https://iwvga.org/iwvga-meetings/>

1. CALL TO ORDER:

Chairman Hayman calls the meeting to order at 10:02 a.m.

2. ADOPTION OF AGENDA:

Motion made by Phillip Peters and seconded by Chuck Griffin to approve adoption of the agenda. Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Absent

3. PUBLIC COMMENT ON CLOSED SESSION:

None.

Chairman Hayman calls the meeting into Closed Session at 10:03 a.m.

4. CLOSED SESSION:

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS –
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Palmdale Municipal Water District; Under Negotiation: Price and terms of payment.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(c)): IWVGA v. Inyokern CSD
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Valley Groundwater Authority, et. al. - Orange County Superior Court 30-2022-01239487-CU-MC-CJC

- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
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Closed Session adjourns at 11:14 a.m.

5. OPEN SESSION – No earlier than 11:00 a.m.

Meeting reconvenes into Open Session at 11:17 a.m.

- a. Report on Closed Session – Counsel Lemieux reports no reportable actions was taken that would require disclosure under The Brown Act.
- b. Pledge of Allegiance is led by Chairman Hayman
- c. Roll Call

Chairman Hayman	Present
Vice Chair Peters	Present
Director Itnyre	Present
Director Griffin	Present
Director Vallejo	Present

6. PUBLIC COMMENT:

The Board hears public comment from Judie Decker and George Croll.

7. BOARD MEMBER COMMENTS:

Director Vallejo expresses a desire to see all new data in relation to groundwater within the Basin. Vallejo states both the members of the public as well as the IWVGA Board are data driven and are eager to see this new report.

Chairman Hayman concurs with Director Vallejo.

Director Griffin states the data currently being held by the Water District but will be made available at a later time for IWVGA to review.

8. CONSENT AGENDA:

- a. Approve Minutes of Board Meeting November 8, 2023
- b. 2024 IWVGA Regular Meeting Dates
- c. Approve Expenditures
 - *To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>
 - i. \$160,882.85 – Stetson Engineers
 - ii. \$29,408.00 – Regional Government Services – (Replenishment / Extraction)
 - iii. \$13,231.25 – Capitol Core Group – (Replenishment)
 - iv. \$300,816.96 – Provost & Pritchard – (SGMA IP Grant)
 - v. \$3,060.00 – TranSystems – (SGMA IP Grant)

Motion made by John Vallejo and seconded by Phillip Peters to approve Minutes of Board Meeting November 8 with amendments removing Director Griffins name under multiple votes as he was not present and changing them to reflect voting by IWVWD alternate, Ron Kicinski, and the following expenditures in the amount of, \$160,882.85, to Stetson Engineers, \$29,408.00 to Regional Government Services, \$13,231.25 to Capitol Core Group, \$300,816.96 to Provost & Pritchard, and \$3,060.00 to TranSystems.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye

Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Aye

9. RESOLUTION 08-23 REGARDING THE 2024 BOARD ROTATION:

Counsel Lemieux presents Resolution 08-23.

The Board hears public comment from Renee Westa-Lusk.

Motion made by Phillip Peters and seconded by John Vallejo to approve Resolution 08-23 regarding the 2024 board rotation with an amendment to section 6 changing the effectiveness of the resolution from an annual renewal to indefinitely until the IWVGA board determines there is no longer a conflict.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Itnyre	Nay
Director Griffin	Nay
Director Vallejo	Aye

10. CONTRACT RENEWAL WITH REGIONAL GOVERNMENT SERVICES FOR COMPREHENSIVE ADMINISTRATIVE SERVICES:

Carol Thomas-Keefer presents staff report and contract.

The Board hears public comment from Renee Westa-Lusk.

Motion is made by Chuck Griffin and seconded by John Vallejo to approve the contract renewal with Capitol Core Group.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Aye

11. AMENDMENT 7 TO AGREEMENT WITH CAPITOL CORE GROUP – 2023 BUDGET ADJUSTMENT AND 2024 SCOPE OF WORK:

Carol Thomas presents staff report, 2023 budget adjustment documents and 2024 scope of work.

The Board hears public comment from Renee Westa-Lusk.

Motion made by Phillip Peters and seconded by Chuck Griffin to approve the legislative agenda and 2024 work plan.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Aye

12. REVIEW AND CONSIDERATION OF 2023 BUDGET AMENDMENTS:

Carol Thomas-Keefer and Gina Schuchard from Regional Government Services provide staff report and 2023 budget amendments.

Motion made by Phillip Peters and seconded by John Vallejo to approve 2023 budget amendments.
Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Aye

13. RESOLUTION 09-23 GENERAL MANAGER AUTHORIZATION TO EXECUTE BUREAU OF LAND MANAGEMENT PERMITTING DOCUMENTS:

Bianca Cabrera of Stetson Engineers presents staff report and change in scope of work and budget.

Motion made by Phillip Peters and seconded by Chuck Griffin to approve Resolution 09-23 authorizing the general manager to execute permitting documents.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Aye

14. STETSON STAFF RATE ADJUSTMENT:

Carol Thomas-Keefer presents staff report and Stetson rates.

The Board hears public comment from Renee Westa-Lusk.

Motion made by Phillip Peters and seconded by Chuck Griffin to approve the increase to Stetson staff rates.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Aye

15. WATER RESOURCES MANAGER REPORT:

Steve Johnson provides updates on the following grants/programs:

- a. Grant Funding
- b. GSP Implementation Projects/Management Action Updates
 - i. Imported Water Project
 - ii. Shallow Well Mitigation Program
 - iii. GSP Update
 - iv. 2023 Annual Report
- c. Miscellaneous Items
 - i. Data Collection and Monitoring
 - ii. IWVGA Basin Model Configuration Management Plan
 - iii. Rose Valley Subflow Update
 - iv. Update on LADWP Releases

The Board hears public comment from George Croll and Dave Janiec.

16. GENERAL MANAGER’S REPORT:

Carol Thomas-Keefer provides Monthly Financial Report and C&E update. Jeff Simonetti of Capitol Core Group presents Technical Memorandum.

The Board hears public comment from Renee Westa-Lusk.

17. DATE OF NEXT MEETING – JANUARY 10, 2024

18. ADJOURN:

Chairman Hayman adjourns the meeting at 1:03 p.m. on December 13, 2023.

Respectfully submitted,

April Keigwin
Clerk of the Board
Indian Wells Valley Groundwater Authority

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BEFORE THE BOARD OF DIRECTORS OF THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

In the matter of:

Resolution No. 01-24

RESOLUTION APPOINTING MEMBER TO THE POLICY ADVISORY COMMITTEE.

I, _____, Clerk of the Board of Directors for the Indian Wells Valley Groundwater Authority, do certify that the following resolution, on motion of Director _____, seconded by Director _____, was duly passed and adopted by the Board of Directors at an official meeting this 10th day of January 2024, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

RESOLUTION

Section 1. WHEREAS: The Bylaws of the Indian Wells Valley Groundwater Authority provide that individuals shall be appointed to the Policy Advisory Committee (“PAC”) by Resolution;

Section 2. **THEREFORE IT IS RESOLVED** by the Board of Directors of the Indian Wells Valley Groundwater Authority, as follows:

1. This Board finds that the recited facts are true and that it has the jurisdiction to consider, approve, and adopt this Resolution.
2. This Board hereby appoints the individuals on the attached Exhibit “A”, attached hereto and incorporated herein, to the PAC.

Section 3. This Resolution shall become effective immediately.

PASSED, APPROVED, AND ADOPTED, by the Indian Wells Valley Groundwater Authority
this 10th day of January 2024.

SIGNED:

President of the Board of Directors

ATTEST:

EXHIBIT A
Policy Advisory Committee Members

Voting Members:

David Janiec – Chairperson

Judie Decker – Vice Chair

Lyle Fisher

West Katzenstein

Renee Westa-Lusk

Regina Troglin

Camille Anderson

Tim Carroll

Non-voting Members:

Lorelei Oviatt – Kern County

John Kersey – United States Navy

Emma Lynch – Bureau of Land Management

George Croll – Indian Wells Valley Water District

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United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Ridgecrest Field Office
300 S Richmond Road
Ridgecrest, CA 93555
www.blm.gov/office/california-ridgecrest-field-office

January 3, 2024

In reply, refer to:
7200 (P)

Indian Wells Valley Groundwater Authority
Phillip Peters, Board Chairman
100 W. California Ave.
Ridgecrest, CA 93555

RE: Requesting appointment of new BLM Ex-Officio board and PAC member

Dear Mr. Peters,

As the current Bureau of Land Management Ex-Officio member of the Indian Wells Valley Ground Water Authority (IWVGA) Board and Policy Advisory Committee (PAC), it has been my pleasure to serve since 2019. At this time, I am requesting the Board's action to appoint a new BLM representative for the IWVGA Board and PAC. I am nominating Emma Lynch, BLM Natural Resource Specialist, for both of my seats. Ms. Lynch has training in both groundwater and surface water rights. She performs field work and planning work for my office with respect to water resources. She is currently appointed to the IWVGA Technical Advisory Committee as an Ex-Officio member. I am confident that she will serve the Board and PAC well and I look forward to Board action on her appointment.

Sincerely,

THOMAS BICKAUSKAS Digitally signed by THOMAS BICKAUSKAS
Date: 2024.01.03 11:08:01 -08'00'

Thomas Bickauskas
Field Manager (Acting)

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Invoice

Indian Wells Valley Groundwater Authority
 Ms. Carol Thomas-Keefer
 100 W. California Ave.
 Ridgecrest, CA 93555

Invoice Number: 2652-76
Invoice Date: 01/05/24

Project #: 2652 **Indian Wells Valley Groundwater Authority**

Professional Services through 11/30/2023

Water Resources Management 2023

01 - Meetings & Prep

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	15.00	\$237.00	\$3,555.00
Supervisor I	9.25	\$206.00	\$1,905.50
Senior Associate	5.50	\$128.00	\$704.00
Associate III	6.25	\$111.00	\$693.75
Assistant I	23.50	\$98.00	\$2,303.00
Assistant II	2.75	\$93.00	\$255.75
<i>Professional Services Subtotal:</i>			<u>\$9,417.00</u>
			<u>Charge</u>
Reimbursables			
Reproduction (Color)			\$5.34
Reproduction			\$39.60
<i>Reimbursables Subtotal:</i>			<u>\$44.94</u>
<i>Meetings & Prep Subtotal:</i>			<u>\$9,461.94</u>

01.01 - LADWP Release Coordination and Meetings

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	2.50	\$191.00	\$477.50
GIS Manager	2.00	\$122.00	\$244.00
<i>Professional Services Subtotal:</i>			<u>\$721.50</u>
<i>LADWP Release Coordination and Meetings Subtotal:</i>			<u>\$721.50</u>

02 - Prop 1 / Prop 68 Grant Administration

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	1.50	\$128.00	\$192.00
<i>Professional Services Subtotal:</i>			<u>\$192.00</u>
<i>Prop 1 / Prop 68 Grant Administration Subtotal:</i>			<u>\$192.00</u>

02.01 - SGMA IP Grant Administration

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	12.25	\$128.00	\$1,568.00
Assistant I	21.25	\$98.00	\$2,082.50
<i>Professional Services Subtotal:</i>			<u>\$3,650.50</u>
<i>SGMA IP Grant Administration Subtotal:</i>			<u>\$3,650.50</u>

02.02 - Urban Community Drought Relief Funding Administration

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.50	\$206.00	\$309.00



02.02 - Urban Community Drought Relief Funding Administration

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	1.50	\$128.00	\$192.00
<i>Professional Services Subtotal:</i>			<u>\$501.00</u>
<i>Urban Community Drought Relief Funding Administration Subtotal:</i>			<u>\$501.00</u>

03 - Grant Review & Application Preparation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.50	\$237.00	\$592.50
Senior Associate	0.50	\$128.00	\$64.00
<i>Professional Services Subtotal:</i>			<u>\$656.50</u>
<i>Grant Review & Application Preparation Subtotal:</i>			<u>\$656.50</u>

03.01 - 2023 Resilience Grant

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	2.25	\$206.00	\$463.50
Supervisor II	11.00	\$191.00	\$2,101.00
Senior Associate	18.50	\$128.00	\$2,368.00
Assistant I	40.75	\$98.00	\$3,993.50
Assistant II	27.00	\$93.00	\$2,511.00
<i>Professional Services Subtotal:</i>			<u>\$11,437.00</u>
<i>2023 Resilience Grant Subtotal:</i>			<u>\$11,437.00</u>

04 - Data Mgmt System Support

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior III	5.50	\$134.00	\$737.00
Associate III	0.25	\$111.00	\$27.75
<i>Professional Services Subtotal:</i>			<u>\$764.75</u>
<i>Data Mgmt System Support Subtotal:</i>			<u>\$764.75</u>

05 - General Project Mgmt

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	0.50	\$237.00	\$118.50
Senior Associate	3.75	\$128.00	\$480.00
<i>Professional Services Subtotal:</i>			<u>\$598.50</u>
<i>General Project Mgmt Subtotal:</i>			<u>\$598.50</u>

06 - Model Transfer & Upgrade

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	1.50	\$237.00	\$355.50
Supervisor I	1.75	\$206.00	\$360.50
Supervisor II	96.00	\$191.00	\$18,336.00
GIS Manager	3.50	\$122.00	\$427.00
<i>Professional Services Subtotal:</i>			<u>\$19,479.00</u>
Sub-Contractors			<u>Charge</u>
Board of Regents			\$8,660.49
<i>Sub-Contractors Subtotal:</i>			<u>\$8,660.49</u>
<i>Model Transfer & Upgrade Subtotal:</i>			<u>\$28,139.49</u>

07.01 - Imported Water: Planning/Design/Environmental

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	14.50	\$237.00	\$3,436.50



07.01 - Imported Water: Planning/Design/Environmental

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	18.50	\$206.00	\$3,811.00
Assistant I	54.00	\$98.00	\$5,292.00
			<u>Professional Services Subtotal: \$12,539.50</u>
			<i>Imported Water: Planning/Design/Environmental Subtotal: \$12,539.50</i>

08 - Imported Water: Negotiations & Coordination

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.50	\$237.00	\$592.50
			<u>Professional Services Subtotal: \$592.50</u>
			<i>Imported Water: Negotiations & Coordination Subtotal: \$592.50</i>

09 - Recycled Water

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	0.25	\$206.00	\$51.50
Assistant II	16.00	\$93.00	\$1,488.00
			<u>Professional Services Subtotal: \$1,539.50</u>
			<i>Recycled Water Subtotal: \$1,539.50</i>

11 - Data Collection, Monitoring & Data Gaps

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate III	20.50	\$111.00	\$2,275.50
			<u>Professional Services Subtotal: \$2,275.50</u>
			Reimbursables
			<u>Charge</u>
Other Expenses			\$47.00
Postage			\$13.47
			<u>Reimbursables Subtotal: \$60.47</u>
			<i>Data Collection, Monitoring & Data Gaps Subtotal: \$2,335.97</i>

12 - Shallow Well Consolidation Project

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
GIS Manager	1.25	\$122.00	\$152.50
Assistant I	0.25	\$98.00	\$24.50
Assistant II	1.00	\$93.00	\$93.00
			<u>Professional Services Subtotal: \$270.00</u>
			<i>Shallow Well Consolidation Project Subtotal: \$270.00</i>

14 - Production Reporting, Transient Pool & Fee Support

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$237.00	\$355.50
			<u>Professional Services Subtotal: \$355.50</u>
			<i>Production Reporting, Transient Pool & Fee Support Subtotal: \$355.50</i>

18.1 - Navy/Coso Cooperative Agreement

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	6.25	\$237.00	\$1,481.25
			<u>Professional Services Subtotal: \$1,481.25</u>
			<i>Navy/Coso Cooperative Agreement Subtotal: \$1,481.25</i>

20 - Shallow Well Mitigation Program: Outreach & Impacts Evaluation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
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20 - Shallow Well Mitigation Program: Outreach & Impacts Evaluation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	10.00	\$237.00	\$2,370.00
Supervisor I	1.50	\$206.00	\$309.00
Assistant I	6.25	\$98.00	\$612.50
			<i>Professional Services Subtotal:</i> \$3,291.50
			<i>Shallow Well Mitigation Program Outreach & Impacts Evaluation Subtotal:</i> \$3,291.50

21 - General Engineering

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	2.25	\$206.00	\$463.50
Associate III	2.00	\$111.00	\$222.00
Assistant I	10.00	\$98.00	\$980.00
			<i>Professional Services Subtotal:</i> \$1,665.50
			<i>General Engineering Subtotal:</i> \$1,665.50

22 - GSP 5-Year Update

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$237.00	\$355.50
Senior Associate	0.50	\$128.00	\$64.00
			<i>Professional Services Subtotal:</i> \$419.50
			<i>GSP 5-Year Update Subtotal:</i> \$419.50

23 - Annual Report Preparation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	10.00	\$191.00	\$1,910.00
Senior III	0.75	\$134.00	\$100.50
Senior Associate	66.75	\$128.00	\$8,544.00
GIS Manager	7.25	\$122.00	\$884.50
Associate III	25.00	\$111.00	\$2,775.00
			<i>Professional Services Subtotal:</i> \$14,214.00
			<i>Annual Report Preparation Subtotal:</i> \$14,214.00

27 - Litigation Support

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	24.50	\$237.00	\$5,806.50
Special Project Director	24.50	\$237.00	\$5,806.50
Supervisor I	27.00	\$206.00	\$5,562.00
Senior Associate	1.00	\$128.00	\$128.00
Assistant I	3.75	\$98.00	\$367.50
Assistant II	6.25	\$93.00	\$581.25
			<i>Professional Services Subtotal:</i> \$18,251.75

Reimbursables

	<u>Charge</u>
Car Rental	\$44.43
Lodging	\$182.88
Meals	\$52.00
Mileage	\$320.30
	<i>Reimbursables Subtotal:</i> \$599.61

Litigation Support Subtotal: \$18,851.36

Water Resources Management 2023 Subtotal: \$113,679.26



Project #: 2652

Invoice No: 2652-76

January 05, 2024

Page 5

***** Invoice Total *****

\$113,679.26

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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
11/30/2023	15976

Bill To:
Indian Wells Valley Groundwater Authority 100 W California Ave Ridgecrest, CA 93555

P.O. No.	Due Date	Inv Sent
	12/30/2023	12/14/2023

Date	Description	Amount
11/30/2023	Contract Services for November - please see attached	22,280.00

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total \$22,280.00
---	---------------------------------

Indian Wells Valley

Month: **November, 2023**

Hours and Rates by Pay Period					
	1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CT	22.25	\$ 134.00	10.00	\$ 134.00	\$ 4,321.50
AK	77.00	\$ 105.00	57.50	\$ 105.00	\$ 14,122.50
JK	0.00	\$ -	0.00	\$ -	\$ -
GL	0.00	\$ -	0.00	\$ -	\$ -
AM	0.00	\$ -	0.00	\$ -	\$ -
GS	17.50	\$ 137.00	10.50	\$ 137.00	\$ 3,836.00
EF	0.00	\$ -	0.00	\$ -	\$ -
RM	0.00	\$ -	0.00	\$ -	\$ -
Totals	116.75		78.00		\$ 22,280.00

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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
11/30/2023	15977

Bill To:
IWVGA Web Design

P.O. No.	Due Date	Inv Sent
	12/30/2023	12/14/2023

Date	Description	Amount
11/30/2023	Contract Services for November - please see attached	1,628.00

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total \$1,628.00
---	-------------------------

IWVGA Web Design

Month: **November, 2023**

Hours and Rates by Pay Period					
	1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CD	5.50	\$ 150.00	4.50	\$ 150.00	\$ 1,500.00
AM	0.10	\$ 160.00	0.70	\$ 160.00	\$ 128.00
	0.00	\$ -	0.00	\$ -	\$ -
Totals	5.60		5.20		\$ 1,628.00

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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
11/30/2023	16096

Bill To:
Indian Wells Valley Groundwater Authority 100 W California Ave Ridgecrest, CA 93555

P.O. No.	Due Date	Inv Sent
	12/30/2023	12/26/2023

Date	Description	Amount
11/30/2023	Reimbursable Expenses for City of Ridgecrest Monthly Rent - please see attached	300.00

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total	\$300.00
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Capitol Core Group, Inc.
 205 Cartwheel Bend (Operations Dept.)
 Austin, TX 78738 US
 512.568.3084
 operations@capitolcore.com
 www.capitolcore.com

BILL TO

Indian Wells Valley Groundwater
 Authority
 500 West Ridgecrest Blvd.
 Ridgecrest, California 93555
 USA

INVOICE 2023-069

DATE 01/03/2024 **TERMS** Net 45

DUE DATE 02/17/2024

VENDOR ID
195593

INVOICE PERIOD
December 2023

DATE	ACCOUNT SUMMARY	AMOUNT
12/01/2023	Balance Forward	27,112.50
	Other payments and credits after 12/01/2023 through 01/02/2024	0.00
01/03/2024	Other invoices from this date	0.00
	New charges (details below)	18,037.50
	Total Amount Due	45,150.00

ACTIVITY	HOURS	RATE	AMOUNT
Charges			
Task 1: Water Supplies			0.00
Government Relations: Intergovernmental Affairs	2	275.00	550.00
Subtask A: Ongoing Negotiations seller {Tatum}			
Government Relations: Intergovernmental Affairs	5	275.00	1,375.00
Subtask D: 2024 Water Supplier Updates {Tatum}			
Government Relations: Intergovernmental Affairs	3	275.00	825.00
Subtask D: ACWA follow-up {Tatum}			
Government Relations: Intergovernmental Affairs	1	250.00	250.00
Subtask A: Continuing Negotiations Update (Simonetti)			
Government Relations: Intergovernmental Affairs	1.50	250.00	375.00
Subtask D: 2024 Water Supplies Calls {Simonetti}			
Invoice Total Task 1: \$3,375.00 (12.5 hours)			0.00
Task 2: Interconnection Pipeline			0.00
Government Relations: Federal	12.50	275.00	3,437.50
Congressional: Direct Advocacy -- WRDA-24 Authorization: Senators Butler and Padilla; Representatives McCarthy, Garcia, Obernolte, and Calvert {McKinney}			
Government Relations: Federal	4	275.00	1,100.00
Congressional: Direct Advocacy -- WRDA-24 Authorization: House Transportation and Infrastructure Committee and Senate Environment and Public Works Committee ("Top Line Issue") {McKinney}			

ACTIVITY	HOURS	RATE	AMOUNT
Government Relations:Federal Agency: Interconnection Pipeline Project -- Required additional funding for planning activities and grant research {McKinney}	2.50	275.00	687.50
Government Relations:Federal Congressional: House WRDA-24 Packet Revisions {Henderson}	0.50	175.00	87.50
General Business Items:Project Administration Interconnection Pipeline Grant and Funding Status Call {Tatum}	1	275.00	275.00
Government Relations:Federal Congressional: Interconnection Pipeline Project Congressional Briefings {Simonetti}	13	250.00	3,250.00
Government Relations:Federal Agency: Interconnection Pipeline Project Funding -- WaterSMART grant research and discussion {Simonetti}	4	250.00	1,000.00
Invoice Total Task 2: \$9,837.50 (37.5 hours)			0.00
Task 4: Wastewater Treatment Plant			0.00
Government Relations:Federal Agency: BABA requirements call wastewater treatment plant {Simonetti}	1	250.00	250.00
Government Relations:Federal Agency: DOD -- ADC and OLDCC follow-up regarding NDAA provisions on DCIP {Simonetti}	1.50	250.00	375.00
Invoice Total Task 4: \$625.00 (2.5 hours)			0.00
Task 5: Other Projects Supporting the GSP			0.00
Government Relations:California Legislative: AB 560 Amendments Follow-up with Senate and Asm. Bennett	3	275.00	825.00
Invoice Total Task 5: \$825.00 (3 hours)			0.00
Task 6: Project Administration			0.00
General Business Items:Project Administration Board Mtgs: December Meeting, Materials Preparation and Reports {McKinney}	4	275.00	1,100.00
General Business Items:Project Administration Board Meetings: December Board Meeting {Tatum}	3.50	275.00	962.50
General Business Items:Project Administration Board Meetings: Materials Preparation and December Board Meeting {Simonetti}	5.25	250.00	1,312.50
Invoice Total Task 6: \$3,375.00 (13.25 hours)			0.00
*****			0.00
Compliance Reporting Notes:			0.00
Federal Reporting Invoice IWVGA: \$9,837.50			0.00
Federal Reporting Quarterly IWVGA: \$13,556.25			0.00
Federal Reporting Invoice City of Ridgecrest: \$625.00			0.00
Federal Reporting Quarterly City of Ridgecrest: \$625.00			0.00
State Reporting Invoice IWVGA: \$825.00			0.00
State Reporting Quarterly IWVGA: \$6,768.25			0.00
State Reporting Invoice City of Ridgecrest: \$0.00			0.00
State Reporting Quarterly City of Ridgecrest: \$725.00			0.00
*****			0.00

Thank you for your business. Please make checks payable to
Capitol Core Group, Inc.

SUBTOTAL	18,037.50
TAX	0.00
TOTAL	18,037.50
TOTAL OF NEW CHARGES	18,037.50

TOTAL DUE	\$45,150.00
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PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

April Keigwin
Indian Wells Valley Groundwater Authority
100 West California Avenue
Ridgecrest, CA 93555

December 20, 2023
Project No: 04101-23-001
Invoice No: 106106

Project Name: Indian Wells Valley Groundwater Authority-CEQA/NEPA Documents and Permit Documentation

Client Project #:

TSK 1 Initial Coordination: Continued Coordination tasks with staff and agencies to keep project schedule on track. Administrative tasks for overall project progression. Weekly coordination meetings and tasks for project progression. Coordination meetings with sub consultant. Internal management meetings for project progression discussions, staff changes, and all related project status updates. Internal staff coordination based on agency feedback and updates from meetings. Follow up on amendments and notice to proceed. Assistance with meeting notes. Process sub consultant invoices for approval.

TSK 2 Geotechnical Studies: Continued email correspondence with CDFW to discuss boring sites and mitigation measures. Review and discuss boring locations and edits to maps.

TSK 3 Technical Studies: Updated Biological Evaluation based on comments and weekly/monthly meetings with BLM Biological Staff. Update resumes and send to BLM for review of survey staff. Draft mitigation measure commitment letter for client review and signature. Review scoping comments for biological resources. Discussion of map edits and species occurrence check.

TSK 4 Public Outreach: Continue drafting scoping report. Email correspondence and communication with BLM regarding comments received.

TSK 5 Regulatory Compliance and Permitting: Communication with USFWS regarding early Section 7 Consultation and ITP. Habitat Conservation Plan discussion and research based on BLM comments. Update permit packages based on review comments. Meeting with Stantec to discuss permit packages and review permit package drafts. Coordination with client on CDFW EPIMS portal registration. Review ARDR information and confirm accuracy.

TSK 6 CEQA/NEPA Documentation: First Round of QAQC Comments for Admin DRAFT EA/EIR. Staff coordination and review of internal QAQC comments. Updates to Admin Draft EA/EIR. Research and continued drafting and revisions to sections for CEQA and NEPA reports. Transition meeting for CEQA/NEPA document. Drafting and revising exhibits for reports based on engineering updates. Email correspondence and coordination amongst staff for alternatives and other environmental documentation tasks.

Professional Services from November 01, 2023 to November 30, 2023

Phase: TSK1 Initial Coordination (Kick Off Meetings)

Labor

	Hours	Rate	Amount	
Project Administrator	24.50	108.00	2,646.00	
Principal Planner	6.10	188.00	1,146.80	
Associate Biologist	.20	130.00	26.00	
Totals	30.80		3,818.80	
Total Labor				3,818.80

*** Please make checks payable to Provost & Pritchard Consulting Group ***
For billing inquiries, please email Billing@ppeng.com.

Consultants

Consultants		2,580.31	
Total Consultants		2,580.31	2,580.31
	Total this Phase:		\$6,399.11

Phase: TSK2 Geotechnical Studies

Labor

	Hours	Rate	Amount
Project Administrator	.50	108.00	54.00
Senior GIS Specialist	30.00	147.00	4,410.00
Associate GIS Specialist	.10	105.00	10.50
Associate Biologist	2.80	130.00	364.00
Totals	33.40		4,838.50
Total Labor			4,838.50

Consultants

Consultants		4,723.63	
Total Consultants		4,723.63	4,723.63
	Total this Phase:		\$9,562.13

Phase: TSK3 Technical Studies

Labor

	Hours	Rate	Amount
Project Administrator	8.20	108.00	885.60
Principal Planner	.70	188.00	131.60
Associate Biologist	.60	116.00	69.60
Associate Biologist	14.20	130.00	1,846.00
Principal Biologist	.20	165.00	33.00
Totals	23.90		2,965.80
Total Labor			2,965.80

Consultants

Consultants		34,747.02	
Total Consultants		34,747.02	34,747.02
	Total this Phase:		\$37,712.82

Phase: TSK4 Public Outreach

Labor

	Hours	Rate	Amount
Project Administrator	.50	108.00	54.00
Totals	.50		54.00
Total Labor			54.00

Consultants

Consultants		1,268.45	
Total Consultants		1,268.45	1,268.45
	Total this Phase:		\$1,322.45

Phase: TSK5 Regulatory Compliance and Permitting

Labor

	Hours	Rate	Amount
Project Administrator	1.00	108.00	108.00

Project	04101-23-001	CEQA/NEPA Documents and Permit Documenta	Invoice	106106
Assistant Envir. Spec.		14.20	120.00	1,704.00
Principal Planner		2.00	188.00	376.00
Associate GIS Specialist		1.00	105.00	105.00
Associate Biologist		8.40	130.00	1,092.00
Principal Biologist		3.00	165.00	495.00
Totals		29.60		3,880.00
Total Labor				3,880.00
Consultants				
Consultants				6,468.75
Total Consultants				6,468.75
Total this Phase:				\$10,348.75

Phase:	TSK6	CEQA/NEPA Documentation			
Labor					
			Hours	Rate	Amount
Project Administrator			.50	108.00	54.00
Associate Planner			3.00	115.00	345.00
Assistant Envir. Spec.			1.60	120.00	192.00
Assistant Planner			6.70	110.00	737.00
Assistant Planner			18.60	90.00	1,674.00
Principal Planner			25.00	180.00	4,500.00
Principal Planner			5.30	188.00	996.40
Associate Biologist			14.80	130.00	1,924.00
Totals			75.50		10,422.40
Total Labor					10,422.40
Total this Phase:					\$10,422.40
Total this Invoice					<u><u>\$75,767.66</u></u>

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PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

April Keigwin
Indian Wells Valley Groundwater Authority
100 West California Avenue
Ridgecrest, CA 93555

January 05, 2024
Project No: 04101-23-002
Invoice No: 106411

Project Name: IWVGA Imported Water Conveyance Design Services

Client Project #:

See Monthly Progress Report attached to the front of this invoice.

Professional Services from December 01, 2023 to December 31, 2023

Phase: 121P Coordination Meetings

Labor

	Hours	Rate	Amount	
Assistant Engineer	1.76	126.00	221.76	
Totals	1.76		221.76	
Total Labor				221.76
			Total this Phase:	\$221.76

Phase: 131P P&P General Project Management

Labor

	Hours	Rate	Amount	
Senior Engineer	8.80	195.00	1,716.00	
Principal Engineer	4.17	238.00	992.46	
Project Administrator	.90	101.00	90.90	
Totals	13.87		2,799.36	
Total Labor				2,799.36
			Total this Phase:	\$2,799.36

Phase: 261P P&P Coordination Corrosion Protection/System Design

Labor

	Hours	Rate	Amount	
Associate Biologist	.20	130.00	26.00	
Totals	.20		26.00	
Total Labor				26.00
			Total this Phase:	\$26.00

Phase: 271P BLM Special Use Permit

Labor

	Hours	Rate	Amount	
Senior Engineer	4.00	195.00	780.00	
Assistant Engineer	9.40	126.00	1,184.40	
Project Administrator	2.50	108.00	270.00	
Senior GIS Specialist	7.00	147.00	1,029.00	

*** Please make checks payable to Provost & Pritchard Consulting Group ***
For billing inquiries, please email Billing@ppeng.com.

Project	04101-23-002	IWVGA Imported Water Conveyance Design	Invoice	106411
	Associate GIS Specialist	3.20	105.00	336.00
	Totals	26.10		3,599.40
	Total Labor			3,599.40
			Total this Phase:	\$3,599.40

Phase:	272P	CalTrans Encroachment Permit		
Labor				
		Hours	Rate	Amount
	Principal Engineer	4.00	207.00	828.00
	Totals	4.00		828.00
	Total Labor			828.00
			Total this Phase:	\$828.00

Phase:	273P	City of California City Permit		
Labor				
		Hours	Rate	Amount
	Senior Engineer	7.20	178.00	1,281.60
	Senior Engineer	3.00	195.00	585.00
	Totals	10.20		1,866.60
	Total Labor			1,866.60
			Total this Phase:	\$1,866.60

Phase:	285T	Bennett Trenchless Prelim Design Report		
Consultants				
	Consultants			1,351.25
	Total Consultants			1,351.25
			Total this Phase:	\$1,351.25

Phase:	31T5	Blending Tank Design for Ridgecrest 30% Design		
Labor				
		Hours	Rate	Amount
	Senior Engineer	10.17	195.00	1,983.15
	Assistant Engineer	4.30	105.00	451.50
	Associate Engineer	8.00	156.00	1,248.00
	Totals	22.47		3,682.65
	Total Labor			3,682.65
			Total this Phase:	\$3,682.65

Phase:	31T7	Instrumentation and Controls TM		
Labor				
		Hours	Rate	Amount
	Senior Engineer	3.70	171.00	632.70
	Totals	3.70		632.70
	Total Labor			632.70
			Total this Phase:	\$632.70

Phase:	31T9	Preliminary Permitting Requirements TM 30% Design		
--------	------	---	--	--

Labor

	Hours	Rate	Amount	
Assistant Engineer	10.00	126.00	1,260.00	
Associate Specialist	.60	133.00	79.80	
Principal Engineer	.20	227.00	45.40	
Assistant Envir. Spec.	2.50	120.00	300.00	
Totals	13.30		1,685.20	
Total Labor				1,685.20
		Total this Phase:		\$1,685.20

Phase: 421P P&P Water Quality Bench Testing

Labor

	Hours	Rate	Amount	
Associate Engineer	27.16	156.00	4,236.96	
Totals	27.16		4,236.96	
Total Labor				4,236.96
		Total this Phase:		\$4,236.96

Phase: 422L Water Quality Laboratory Testing

Consultants

Consultants			4,824.25	
Total Consultants			4,824.25	4,824.25
		Total this Phase:		\$4,824.25

Billing Limits

	Current	Prior	To-Date	
Total Billings	25,754.13	1,892,538.57	1,918,292.70	
Budget			3,770,969.00	
Budget Remaining			1,852,676.30	
		Total this Invoice		<u><u>\$25,754.13</u></u>

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Invoice

Please remit payment to:
P.O. Box 71368
Chicago, IL 60694-1368

TranSystems Corporation

www.transystems.com

If you have any questions, please call:
(562) 304-2000

Client:

Indian Wells Valley Groundwater Authority
Attn: April Keigwin - Clerk of the Board
100 W California Ave.
Ridgecrest, CA 93555

Reference:

Invoice Date: 11/30/2023
Project No: P601230025
Invoice No: INV-0004350107

Project Name: IWV-Imported Water Pipeline

For professional services rendered November 1, 2023 through November 30, 2023 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Marketing Administrator 1	Leanna Matthews	90.00	4.00	\$360.00
Project Consultant 3	April C. Harvey	250.00	2.00	\$500.00
	Donald M. Anderson	150.00	2.40	\$360.00
Total Labor			8.40	\$1,220.00
Invoice Total				\$1,220.00

TranSystems Corporation

Donald M. Anderson, SRWA
Senior Project Manager

TERMS: PAYABLE UPON RECEIPT

1 1/2% INTEREST CHARGE PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES OLDER THAN 45 DAYS IF INDICATED IN THE CONTRACT TERMS

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Invoice

Please remit payment to:
P.O. Box 71368
Chicago, IL 60694-1368

TranSystems Corporation

www.transystems.com

If you have any questions, please call:
(562) 304-2000

Client:

Indian Wells Valley Groundwater Authorit
Attn: April Keigwin - Clerk of the Board
100 W California Ave.
Ridgecrest, CA 93555

Reference:

Invoice Date: 12/31/2023
Project No: P601230025
Invoice No: INV-0004350282

Project Name: IWV-Imported Water Pipeline

For professional services rendered December 1, 2023 through December 31, 2023 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Project Consultant 3	April C. Harvey	250.00	1.50	\$375.00
	Donald M. Anderson	150.00	3.00	\$450.00
Research Specialist III	Joi Speck	135.00	0.50	\$67.50
Total Labor			5.00	\$892.50
Invoice Total				\$892.50

TranSystems Corporation

Donald M. Anderson, SRWA
Senior Project Manager

TERMS: PAYABLE UPON RECEIPT

1 1/2% INTEREST CHARGE PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES OLDER THAN 45 DAYS IF INDICATED IN THE CONTRACT TERMS

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IWVGA ADMINISTRATIVE OFFICE
STAFF REPORT

TO: IWVGA Board Members **DATE:** January 11, 2024

FROM: IWVGA Staff

SUBJECT: Agenda Item 9 - AUTHORIZE RELEASE OF REQUEST FOR BIDS FOR UTILITY POTHOLING SERVICES FOR THE IMPORTED WATER PIPELINE

BACKGROUND AND DISCUSSION

A Sustainable Groundwater Management Act (SGMA) Implementation Grant through the California Department of Water Resources is providing \$7.6 million for planning and design-level activities, including design services, for the Imported Water Pipeline Project, which will bring imported water supplies into the Indian Wells Valley Groundwater Basin through an imported water connection from Antelope Valley – East Kern Water Agency’s (AVEK) California City pipeline to the Indian Wells Valley Water District water system. The Imported Water Project includes approximately 50.3 miles of pipeline, three pump stations, two forebay tanks, and a regulating tank.

On February 28, 2023, the Indian Wells Valley Groundwater Authority (IWVGA) executed a Contract Services Agreement (CSA) with Provost and Pritchard Consulting Group (P&P) for design services for the Imported Water Pipeline Project. P & P has recommended the IWVGA hire a qualified contractor to conduct field work (minor excavations known as potholing) to verify the location and size of existing underground utilities and structures to reduce potential conflicts between the design alignment and the actual location of existing utilities, which may differ from the locations shown on maps obtained from the utility owners. Field verification of the locations of the existing utilities during design could avoid costly contractor change orders during construction of the Project if conflicts were to occur.

The Project crosses many underground utilities and structures. P & P has prioritized 20 locations for potholing. The locations are in California City and at critical points along the Project alignment in Kern County. The proposed work includes obtaining the required encroachment permits from the City of California City and Kern County Public Works, developing and implementing traffic and pedestrian control plans, conducting the potholing, recording the information needed, and restoring the sites.

The Notice Inviting Bids for the potholing contractor is included in the Board Packet for review. Staff anticipates advertising the Notice Inviting Bids online and accepting proposals over approximately three (3) weeks. Bids received in response to the Notice Inviting Bids will be reviewed and the lowest responsible bidder complying with the Notice Inviting Sealed Bids will be recommended to the Board for award at a future Board meeting.

P & P estimates the cost of potholing 20 locations will be approximately \$50,000.

ACTION(S) REQUIRED BY THE BOARD

Staff recommends the Board authorize the release of request for bids for utility potholing services for the Imported Water Pipeline.

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

CONSTRUCTION CONTRACT

Imported Water Conveyance Project Potholing Services

TABLE OF CONTENTS

Document/ Paragraph		Page
--------------------------------	--	-------------

Section I. Contract Documents

Notice Inviting Sealed Bids	I-1
Information for Bidders	I-5
Bidder's Reference	I-11
Bidder's Reference Financial	I-15
Designation of Subcontractors	I-17
Noncollusion Affidavit	I-23
Bid Form.....	I-27
Schedule of Bid Items	I-31
Bid Bond.....	I-41
Worker's Compensation Certificate	I-45
Agreement.....	I-47
Performance Bond	I-77
Payment Bond.....	I-79
Guarantee.....	I-81

Section II. General Conditions (GC)

Contract Requirements

GC-1	Definition of Terms.....	II-1
GC-2	Priority of Special Conditions.....	II-2
GC-3	Notice and Service Thereof	II-2
GC-4	Assignment of Contract	II-3
GC-5	Subcontractors.....	II-3
GC-6	Mutual Responsibility of Contractors	II-4
GC-7	Personal Interest of Authority Officials.....	II-4
GC-8	Termination for Breach, Etc	II-4

Construction Requirements

GC-9	Permits, Regulations and Compliance with Law	II-5
GC-10	Existing Utilities	II-6
GC-11	Rights-of-Way.....	II-6
GC-12	Construction Schedule and Periodic Estimates.....	II-6
GC-13	Reports	II-7
GC-14	Prosecution of Work	II-7
GC-15	Starting of Work	II-7
GC-16	Contractor's Responsibility for Work	II-7
GC-17	Public Convenience and Safety	II-8
GC-18	Protection of Utilities.....	II-8

Paragraph		Page
------------------	--	-------------

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

GC-19	Cooperation of Contractor	II-11
GC-20	Plans to be Furnished by Contractor	II-11
GC-21	Approval of Contractor's Plans and Liability	II-11
GC-22	Use of Premises.....	II-11
GC-23	Equipment	II-12
GC-24	Obstructions	II-12
GC-25	Changed Conditions.....	II-12
GC-26	Existing Landscaping.....	II-12
GC-27	Removal of Debris, Cleaning, Etc	II-12
GC-28	Liquidated Damages and Extension of Time.....	II-13
GC-29	Compensation to Authority for Extension of Time	II-13
GC-30	General Guaranty	II-13

Bonds and Insurance

GC-31	Contract Security	II-14
GC-32	Bondsmen's Waiver of Right to Notification.....	II-14
GC-33	Insurance	II-14
GC-34	Public Liability and Property Damage Insurance	II-15

Materials and Tests

GC-35	Materials or Equal Clause.....	II-18
GC-36	Warranty of Title.....	II-19
GC-37	Patents	II-19
GC-38	Protection of Materials and Work.....	II-19
GC-39	Defective Work and Materials	II-20
GC-40	Tests	II-20
GC-41	Samples and Tests.....	II-21

Wages, Employment and Labor

GC-42	Wage Scales	II-21
GC-43	Forfeiture of Wage Underpayments.....	II-22
GC-44	Apprentices	II-22
GC-45	Qualifications for Employment.....	II-23
GC-46	Nondiscrimination.....	II-23
GC-47	Collective Bargaining	II-23
GC-48	Accident Prevention.....	II-23
GC-49	Sanitary Facilities.....	II-24

Engineering Plans and Specifications

GC-50	Authority of the Engineer	II-24
GC-51	Inspection	II-24
GC-52	Interpretation of Specifications	II-25
GC-53	Conflict, Omission, Etc. in Specifications and Plans	II-25
GC-54	Checking of Plans	II-25
GC-55	Deviations from Specifications and Plans	II-25
GC-56	Specifications, Plans, Etc. are Parts of Contract	II-25
GC-57	Datum for Elevations	II-26
GC-58	Stakes and Marks	II-26
GC-59	Monuments	II-26

Quantities and Payments

GC-60	Estimate of Quantities	II-26
GC-61	Payments Based on Actual Quantities Installed	II-26
GC-62	Measurement and Basis for Payment	II-27
GC-63	Payments to Contractor	II-27
GC-64	Authority's Right to Withhold Amounts	II-28
GC-65	Payment of Extra, Additional, or Omitted Work	II-29
GC-66	Costs to the Contractor	II-30
GC-67	Withheld Contract Funds	II-31

Section III. Special Conditions (SC)

SC-1	Requirements	III-1
SC-2	Plans	III-1
SC-3	Bidding and Contract Schedule	III-1
SC-4	Commencement, Prosecution, and Completion of Work	III-1
SC-5	Failure to Complete Work Within Specified Time	III-1
SC-6	Contract Payments	III-2
SC-7	Bid Guarantee	III-2
SC-8	Bidding Procedures and Responsibility	III-2
SC-9	Guarantee	III-2
SC-10	Safety	III-3
SC-11	Inspection, Licenses, Permits and Registration	III-3
SC-12	Damage to Facilities Prior to Acceptance	III-4

Indian Wells Valley Groundwater Authority
 Imported Water Conveyance Project Potholing Services

Paragraph	Page
SC-13	Precedence III-4
SC-14	Investigation of Site III-4
SC-15	Lines, Grades, and Locations III-4
SC-16	Water III-4
SC-17	Private Property Improvements III-5
SC-18	Maintaining Traffic III-5
SC-19	Equipment Staging III-6
SC-20	Utility Adjustment and Relocations III-6
SC-21	Working Hours and Days III-6
SC-22	Cargo Preference Act (CPA) Compliance III-6

Section IV. Construction Special Provisions (CSP)

8-1.01	Agency Furnished Materials IV-1
8-2.01	Portland Cement Concrete IV-1
8-2.02	Asphalts IV-3
8-3.01	Quality Assurance Program IV-5
9	(Blank) IV-7
10-1.01	General IV-8
10-1.02	Order of Work IV-9
10-1.03	Mobilization/De-Mobilization IV-9
10-1.04	Permits, Bonds and Insurance IV-11
10-1.05	Contractor Submittals IV-11
10-1.06	Materials and Equipment IV-15
10-1.07	Delivery, Storage, and Handling IV-16
10-1.08	Cooperation IV-17
10-1.09	Schedule IV-18
10-1.10	Temporary Utilities IV-18
10-1.11	Not Used IV-20
10-1.12	Nonhighway Facilities (Including Utilities) IV-20
10-1.13	Dust Control IV-21
10-1.14	Site Access and Parking IV-21
10-1.15	Water Pollution Control IV-22
10-1.16	Construction Area Traffic Control Devices IV-23
10-1.17	Construction Area Signs IV-24
10-1.18	Maintaining Traffic IV-26
10-1.19	Existing Highway Facilities IV-27
10-1.20	Preservation of Property IV-27
10-1.21	Clearing and Grubbing IV-28
10-1.22	Utilities IV-29
10-1.23	Pedestrian Access IV-29
10-1.24	Detectable Warning Surfaces (Truncated Domes) IV-29

Indian Wells Valley Groundwater Authority
 Imported Water Conveyance Project Potholing Services

<i>Paragraph</i>	<i>Page</i>
10-1.25	Remove Concrete..... IV-30
10-1.26	Removal and Stockpiling of Existing Pavement/Cold Planing Existing AC Surface IV-30
10-1.27	Earthwork and Subgrade..... IV-32
10-1.28	Crack Seal (¼” to 1½”)... IV-32
10-1.29	Crack Fill (> 1½”)... IV-34
10-1.30	Hot Mix Asphalt Concrete IV-36
10-1.31	Asphalt Pavement Removal and Reconstruction IV-39
10-1.32	Class II Aggregate Base..... IV-41
10-1.33	Tack Coat IV-41
10-1.34	Slurry Seal Joint Treatment IV-43
10-1.35	High Tensile Fiber Additive IV-45
10-1.36	Pavement Reinforcement Grid Interlayer IV-47
10-1.37	Not Used IV-50
10-1.38	Concrete Curbs, Gutters, ADA Ramps and Sidewalks..... IV-50
10-1.39	Temporary Pavement Delineation IV-51
10-1.40	Thermoplastic Traffic Stripe and Pavement Markings..... IV-53
10-1.41	Pavement Markers IV-55
10-1.42	Roadside Signs..... IV-55
10-1.43	Double Adjust Water Valves, Manhole Frame, Sewer Cleanout, and Survey Monument..... IV-56
10-1.44	Construction Survey/Staking IV-57
10-1.45	Roadway Finishing IV-57
10-1.46	Site Cleanup..... IV-58
10-1.47	Contract Items of Work IV-58
10-1.48	Environmental Training/Pre-construction Surveys/ESA Fencing IV-59
10-1.49	Open Trench Conduit Construction & Manhole Construction IV-60
10-1.50	Sewer Bypass Plan..... IV-63
10-1.51	CCTV Inspection IV-68
10-1.52	Manhole Adjusting Rings, Frames, and Covers IV-69
10-1.53	Manhole and Structure Rehabilitation IV-70

APPENDIX A – 30% Design Level Drawings

APPENDIX B – Utility Contacts

APPENDIX C – Utility Potholing Data Sheet

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
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Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the Indian Wells Valley Groundwater Authority (“Authority”) invites and will receive sealed bids at The City of Ridgecrest City Hall, located at 100 W. California Ave., Ridgecrest, CA 93555, Attn: April Keigwin, Clerk of the Board of Directors, until the hour of **12:00 PM PT on Monday, February 5, 2024.**

DESCRIPTION OF WORK:

The Authority is proposing to hire a qualified contractor with experience in conducting subterranean investigations of known or suspected underground improvements as well as the appropriate documentation of found improvements to be relayed to the design team to be incorporated into the construction drawings for the Imported Water Conveyance Project. Potholing is recommended to further identify the locations of known and suspected underground improvements, as well as their depth of cover and overall size. The potholes that are part of this project (20 locations) are specifically called out in the 30% Design Level Drawings provided in **Appendix A** (which includes symbology indicating where each currently known pothole location will be for the project and specifically calls out the twenty (20) locations for this current scope of work). Within these 20 locations, utilities that are parallel and within 3 feet of each other (outside diameter to outside diameter) at a location are counted as one pothole.

As part of IWVGA’s contract with Provost & Pritchard Consulting Group (P&P) for the Imported Water Conveyance Project design, P&P has conducted research to obtain available information from the various utility and service providers in the area to determine where underground improvements exist as well as to understand required clearances and separations that must be maintained from each underground facility as well as those which exist above ground. A list of the contacts for the various utility and service providers developed during the utility research is provided in **Appendix B**. It is the contractor’s responsibility to submit a USA alert and meet with the various utility and service providers as necessary prior to commencing potholing operations.

Proposed work will include obtaining the required encroachment permits from the City of California City and Kern County Public Works depending on where a particular pothole occurs. This will include developing a traffic and pedestrian control plan and implementing it. It also includes the removal of the existing road section and soil materials which must be stored nearby and generally replaced by the end of a single workday to the satisfaction of the permitting entity. The contractor will be responsible for all necessary communication with the permitting agency including the scheduling of inspectors.

The contractor will also be responsible for providing detailed information about each existing utility located, including depth of cover, pipe or conduit diameter, pipe or conduit material, conductor sizing and layout, and distance of utility from road centerlines or other static site features using the field form included as **Appendix C**. After each pothole is restored to the satisfaction of the permitting entity, the Contractor shall mark with paint the location of the pothole for the locations in paved roads and shall install a nail and whisker where the pothole locations on the unpaved shoulders of roads. P&P’s surveyors will use these marks to establish the existing grade at the pothole locations. The timing of P&P surveyor work is unknown at this time, but the Contractor shall coordinate with the survey team to the furthest extent possible if said team is able to be on site while the pothole work is occurring.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

The specific utility research for this project has been broken into five sub-regions to describe the utilities and services known to be in each area. Those sub-regions and the information obtained are as follows:

- **Within California City**

California City Public Works Department provided detailed AutoCAD drawings showing the presence of most City owned utilities and some of those provided by others. The following potholes are proposed in Cal City:

- Redwood Blvd
 - Water (1)
 - Sanitary sewer (1)
 - Gas \ Utility Trench (4)
- Neuralia Road
 - Water (1)
 - Sanitary sewer (3)
 - Water \ Utility Trench (2)
- Storm Drain: All such assets are owned and operated by the City of California City. Potholes for SD lines are not anticipated for this effort as these lines are rare in this area and the locations and depths of existing facilities are generally already known for the several culverts that are known to cross the proposed alignment.
- SoCal Gas: Assets are known to exist within the project area, and some are shown in the AutoCAD files provided by the City as well as dated maps that the City has provided. However, no formal response has been received from SoCal Gas at this time.
- Telecommunications: Frontier is known to be the sole telecommunications provider in the area. Frontier purchased Verizon assets years ago and is believed to be the responsible party for any structures branded by Verizon. A diagrammatic map was provided by them without detailed information. No AutoCAD information is available.

- **Neuralia Road Corridor (outside of California City Limits)**

- Utility Trench (1)
- Solar Trenchless Crossing(6)
- Solar Line in Shoulder (1)
- Eland Solar Project: Discussions have occurred with various stakeholders connected to the overall “Eland Project” most notably with with SOLV Energy which is constructing the various phases of the Project. As-built plans have been provided for this ongoing project and have been incorporated into the design drawings to the greatest extent possible, but our understanding of improvements completed is still incomplete, and it is very important to pothole the several underground crossings of Neuralia as well as to perform at least one exploratory pothole in the shoulder of Neuralia to verify the exact location of the Eland line in the shoulder.
- Springbok Solar Project: As-built information has been received from the developer of the project which has been completed since 2017. The information received was diagrammatic and incomplete, and pothole efforts will be necessary to verify the locations of improvements. For both solar projects, this includes the need to pothole within the paved portion of Neuralia in locations where it is known the developers have installed trenchless crossings under Neuralia at various depths.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

- Frontier: Like the information received within California City, Frontier also has assets within this corridor, and the maps received were diagrammatic in nature. P&P has received additional anecdotal information from SOLV energy on their observations and experience in the shoulders of Neuralia where they did encounter Frontier lines in locations where they were not expecting them.
- **Redrock-Randsburg Rd/Garlock Road corridor**
 - Few improvements have been identified to exist within this 20-mile stretch of road in a very rural area. There will not be any potholes in this reach for this initial pot-holing effort.
- **Highway 395 Corridor (Caltrans 400' ROW)**
 - The proposed alignment will be outside of the Caltrans ROW.
 - Potential utility crossings will be encountered within the one perpendicular crossing the proposed pipeline will have.
 - Fiber optic lines are thought to be in the vicinity from Hwy 395 at Garlock Road to Searles Station Road. P&P is attempting to obtain information on these lines. At this time, there will not be any potholes in this reach for this initial pot-holing effort.
- **China Lake Boulevard Corridor**
 - The only known asset in the area is an existing aerial SCE electrical line. There will not be any potholes in this reach for this initial pot-holing effort.

Firm preparation and project management shall include, but not be limited to the following:

- Coordination with IWVGA and the Water Resource Manager.
- Be responsible for notifying Underground Service Alert (USA) for the scope and schedule of operation. The Contractor shall be responsible for repeat calls for USA as necessary to positively mark the site prior to exploratory digging. The exact quantities and locations of the potholes within the proposed limits will be marked and field adjusted based on USA markings.
- The Contractor shall provide adequate traffic control and signage in accordance with latest MUTCD requirements.
- Obtain appropriate permits where work will be performed.
- Other activities necessary for subsequent potholing work.

SITE OF WORK: The site of the work is located at various locations within the City of California City and unincorporated areas of Kern County as seen on **Exhibit A**.

COMPLETION OF WORK: All work must be completed within 45 calendar days after the commencement date stated in the Notice to Proceed.

LIQUIDATED DAMAGES: Liquidated damages of **\$1,000.00** per working day, as specified in the Special Conditions, shall be paid by the contractor to the Authority for each working day in excess of the time limit stated above that the project is not complete.

OPENING OF BIDS: The bids will be publicly opened and announced at 12:05 PM PT **on Monday, February 5, 2024** at the City of Ridgecrest City Hall, located at 100 W. California Ave., Ridgecrest, CA 93555.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

OBTAINING CONTRACT DOCUMENTS: The contract documents are entitled "Imported Water Conveyance Project Potholing Services Contract Documents". All contract documents, plans and specifications will be available on Friday, January 12, 2024 for electronic download. Contact the Authority's Consultant, Stetson Engineering (Bianca Cabrera) at BiancaC@StetsonEngineers.com for access to the electronic documents.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check or bid bond in the amount of ten percent (10%) of the total bid price payable to the Authority as a guarantee that the bidder, if its bid is accepted, will promptly execute the contract.

BIDS TO REMAIN OPEN: The bidder shall guarantee the total bid price for a period of sixty (60) calendar days from the date of bid opening.

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: <https://beta.sam.gov/help/wage-determinations> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of this if a conflict of interest, real or apparent, would be involved.

RETAINAGE FROM PAYMENT: The contractor may elect to receive one hundred percent (100%) of payment due under the contract from time to time, without retention of any portion of the payment by the Authority, by depositing securities of equivalent value with the Authority in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the contractor, shall be valued by the owner, whose decisions on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the Government Code or Certificates of Deposit from Banks or Savings & Loan. In order to substitute securities the contractor shall enter into an agreement with the Authority entitled "Agreement Concerning Investment of Funds" as attached to the contract.

ADDRESS AND MARKING OF BID: The envelope enclosing the bid shall be sealed and addressed to the April Keigwin, Clerk of the Board of Directors, and delivered or mailed to **100 W. California Ave., Ridgecrest, CA 93555 Attn: April Keigwin, Clerk of the Board of Directors**. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "BID FOR IMPORTED WATER CONVEYANCE PROJECT POTHOLING SERVICES", bid opening at **12:05 PM PT on Monday, February 5, 2024**. The certified or cashier's check, money order, or bidder's bond shall be enclosed in the same envelope with the bid.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

CONTRACTOR LICENSE CLASSIFICATION: The project will require the prime contractor to be in possession of a valid, appropriate State of California Contractor's License. No bid will be accepted from a contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Bids will only be accepted from contractors holding a General Engineering Class A.

Effective January 1, 2015, in order to be awarded and to perform work on public works projects, prime contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement. See the Special Provisions for additional details.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to Bianca Cabrera at BiancaC@StetsonEngineers.com or (626) 967-6202.

OWNER'S RIGHTS RESERVED: The Authority reserves the right to reject any and all bids, to waive any informality in a bid and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the owner.

BY: _____ Dated:
[PRINTED NAME]

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
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Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
INFORMATION FOR BIDDERS

1. General

The work hereunder must be done in strict conformity with the plans and specifications adopted and approved by the Authority.

2. Contract Documents

(a) The contract documents shall consist of the following:

- Notice Inviting Sealed Bids
- Information for Bidders
- Bidder's Reference
- Bidder's Reference Financial
- Designation of Subcontractors
- Noncollusion Affidavit
- Bid Form
- Schedule of Bid Items
- Bid Bond
- Worker's Compensation Certificate
- Agreement
- Agreement for Investment Funds {Contractor Option}
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- APPENDIX A – 30% Design Level Drawings
- APPENDIX B – Utility Contacts
- APPENDIX C – Utility Potholing Data Sheet
- Addenda Issued Prior to Bid Opening
- Certificate(s) of Insurance
- Workman's Compensation Certificate

(b) All terms and conditions contained in the contract documents shall become a part of the contract. The Authority reserves the right to reject any and all bids and to waive any and all irregularities in any bids. No bidder may withdraw his bid until the Authority has made a final award to the successful bidder or has rejected all bids.

3. License

No bid will be valid from a contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California and pursuant to Section 7028.15 the contractor must state, under penalty of perjury, the contractor's license number, and the license's expiration date. Any bid not containing this information shall be considered nonresponsive and shall be rejected.

4. Bids

Bids shall be made upon the "Bid Form" furnished by the Authority. All bids shall be properly executed with all items filled in; numbers shall be stated both in writing and in figures; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction, the initials of the person signing the bid. In the event words and figures do not agree, the words shall govern and the figures shall be disregarded. If the unit price and the total amount named by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention and the totals shall be corrected to conform thereto.

Persons bidding shall submit bids on all of the schedules set forth in the bid form. Bids shall not contain any recapitulation of the work to be done. Alternative bids will not be considered except as called for. No oral, telegraphic, or telephonic bids or modifications will be considered.

Bids shall be accompanied by a cashier's or certified check or bid bond in an amount not less than ten percent (10%) of the bid, made payable to or for the benefit of (as the case may be) the Authority. Said check or bond shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and in case of refusal or failure to furnish to the Authority the required contract bonds and proof of insurance coverage within fifteen (15) calendar days after written "Notice of Award" by the Authority or in the case of refusal or failure by the bidder to execute the contract after he has received notice from the Authority that the contract is ready for signature, the check and the money represented by said check or the bid bond shall be forfeited to the Authority.

Before submitting a bid, bidders shall carefully examine all contract documents, shall visit the site of the work, shall fully inform themselves as to all the existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the contract. No allowance will be made because of a lack of such examination or knowledge. Bids shall be sealed in an envelope marked "Imported Water Conveyance Project Potholing Services", addressed to the Authority, to be delivered thereto on or before **12:00 PM PT on Monday, February 5, 2023** and shall bear the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is delivered and received in proper time. Any

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

The Authority shall have a period of sixty (60) days, after the opening of bids, within which to accept or reject the bids. If the successful bidder executes and delivers the necessary contract documents to the Authority, then the Authority will return to each bidder all checks and bonds received by the Authority within ten (10) days after the execution of the contract and presentation of required certificates and bonds. If no bid is accepted within said period, then the Authority will return to each bidder all checks and bonds received by the Authority within ten (10) days after being requested to do so by the bidder.

5. *Agreement and Bonds*

The form of the contract, which the successful bidder as contractor will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement, bonds, and other documents to be executed by the contractor shall be executed in original triplicates, stamped according to law, one of which original triplicate shall be filed with the Authority, and the others with the Authority's General Counsel and the Authority's Engineer. The successful bidder, simultaneously with the execution of the agreement, will be required to furnish and maintain a payment bond in an amount equal to one hundred percent (100%) of the contract as security for the payment of all persons performing labor and furnishing material for the project, and a separate faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds shall be secured from a surety company satisfactory to the Authority as an approved and financially sound surety company, authorized to transact business in this state.

Said bonds shall meet all of the requirements and contain all of the conditions required by Sections 3247 and 3248 inclusive of the Civil Code, and other applicable provisions of the law and/or regulations of the State of California.

Failure to execute the contract and file acceptable bonds and proof of insurance coverage as provided therein within the time set forth herein shall be just cause for the annulment of the award and forfeiture of the bid guarantee.

6. *Addenda or Bulletins*

Any addenda or bulletins issued before the time in which to submit bids expires, or forming a part of the contract documents furnished to the bidder for preparation of his bid, shall be covered in the bid and shall be made a part of the contract.

7. *Withdrawal of Bid*

Any bidder may withdraw his bid either personally or by a signed written request any time prior to the scheduled time for opening of the bids, but not after.

8. *Award or Rejection of Bids*

The contract will be awarded to the lowest responsible bidder complying with these instructions and with the Notice Inviting Sealed Bids. The Authority reserves the right to reject any and all bids or to waive any informality or irregularity in bids received. If in the judgment of the Authority a bid is unbalanced, or if the bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire bid.

9. *Bidders Interested in More than One (1) Bid*

No person, firm, or corporation shall make, file, or be interested in more than one (1) bid for the same work unless alternative bids are called for. A person, firm, or corporation submitting a subbid to a bidder or who has quoted prices on material to a bidder is not thereby disqualified from submitting a subbid or quoting prices to other bidders.

10. *Other Requirements*

Before entering into a contract, the bidder to whom the contract has been awarded shall furnish satisfactory evidence that he has secured for the period of the contract full Workmen's Compensation Insurance and Public Liability and Property Damage Insurance as specified in the General Conditions from a responsible insurance company approved by the Authority and authorized to do business in California, and such insurance shall be maintained in full force and effect at his own expense during the life of the contract and shall name the Authority, its officers, and employees as additional insureds under the policies.

As part of the bid the bidder shall furnish a recent statement of his financial condition and previous construction experience or such other evidence of his qualifications.

11. *Engineer's Estimate*

The preliminary estimate of quantities of work to be done and materials to be furnished are approximately as shown in the contract documents and are given as a basis for the comparison of bids. The Authority does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work that may be deemed necessary or expedient by its Engineer or by the Authority. The bidder shall not at any time after the submission of his bids have any claim for damages as a result of lowering of anticipated profits or the loss of profits because of any difference between the quantities of work actually done and those stated in the bidding sheets.

The contractor is cautioned against unbalancing his bid by including more than the pro-rata share of his overhead and profit in any item. Each bid item should be priced to carry its share of the cost, overhead, and profit.

12. *Tour of Site*

The contractor is responsible for performing their own site tour of the proposed work.

13. *Prevailing Wage*

The general prevailing rates of per diem wages and general prevailing wages for holiday and overtime work in the locality in which the work is to be performed have been determined. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

It shall be mandatory on the contractor to whom the contract is awarded and upon any subcontractors under him to pay not less than the specified rate to all workers employed in the execution of the contract. Contractor will post one copy of the prevailing rates of wages at the job site.

14. *Substitutions of Securities for Withheld Contract Funds*

Pursuant to Chapter 13 (commencing with Section 45901, Division 5, Title 1 of the Government Code of the State of California), contractor may, at his sole cost and expense, substitute securities for any monies which would otherwise be withheld by the Authority to insure performance under the contract. Such securities shall be deposited with the Authority or with a state or federally chartered bank as escrow agent who shall pay such monies to the contractor upon satisfactory completion of the contract.

The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Government Code 16430 or Bank/Savings and Loan Certificates of Deposit. In order to substitute securities, the contractor shall enter into an agreement with the Authority entitled "Agreement Concerning Investment of Funds" as attached to the contract.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
INDIAN WELLS GROUNDWATER AUTHORITY

Imported Water Conveyance Project Potholing Services

BIDDER'S REFERENCE

The following statements as to experience of the bidder are submitted in conjunction with the bid as part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name for ____ years. Experience in work of a nature similar to that covered in the bid extends over a period of ____ years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him except as follows (name any and all exceptions and reasons therefore):

__In the past five years, has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

___Yes ___No

If yes, on a separate signed sheet of paper, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was files, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.

In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration**?

___Yes ___No

If yes, on a separate signed sheet of paper, identify the claim(s) by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was files, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.

Has the Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

___Yes ___No

Indian Wells Valley Groundwater Authority
 Imported Water Conveyance Project Potholing Services

The following contracts, that are similar to the proposed project, have been satisfactorily completed in the last five (5) years for the persons, firms, or authorities indicated, and to whom reference is made (name five (5) contracts):

<i>Year</i>	<i>Type of Work</i>	<i>Contract Amount</i>	<i>Location and for Whom Performed</i>

Following is a list of plants and equipment owned by the bidder, which are definitely available for use of the proposed work as required:

<i>Qty</i>	<i>Name/Type/Capacity</i>	<i>Condition</i>	<i>Location</i>

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
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Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

**IMPORTED WATER CONVEYANCE PROJECT POTHOLING
SERVICES**

BIDDER'S REFERENCE FINANCIAL

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

<i>Name of Bank</i>	<i>Address</i>

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company

Name of Surety Company

Signature of Bidder

Title

Contractor's License Number - State of California

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
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IMPORTED WATER CONVEYANCE PROJECT POTHOLING SERVICES

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 inclusive, of the Government Code of the State of California and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (.5%) of the contractor's total bid; and (b) the portion of the work which will be done by each subcontractor.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (.5%) of the contractor's total bid, he agrees to perform that portion himself.

The contractor shall not, without the consent of the Authority, either (a) substitute any person as subcontractor in place of the subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor cited in the bid; or (c) sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the contractor's total bid as to which his original bid did not designate a subcontractor.

The Authority may consent to a substitution of another person as a subcontractor, when the subcontractor named in the bid after having had a reasonable opportunity to do so fails or refuses to execute a written contract when said contract, based upon the general terms, conditions, plans, and specifications for the project involved, or the terms of such subcontractor's written bid, is presented to him by the contractor.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent (.5%) of the contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Authority Council setting forth the facts constituting the emergency or necessity.

If the contractor violates any of the provisions of said Sections 4100-4108 inclusive, of said Government Code, or any amendments thereof, he violates his contract and the Authority may cancel the contract. After any such violation, the contractor shall be penalized to the extent of twenty percent (20%) of the amount of the subcontract involved. Funds recovered through the application of this penalty shall be paid to the State Treasurer.

The bidder may be required to furnish to the satisfaction of the Authority, information as to the technical experience, financial status, and adequacy of plant and equipment of any or all of the subcontractors listed.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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Indian Wells Valley Groundwater Authority
 Imported Water Conveyance Project Potholing Services

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 1

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, as amended, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or \$10,000, whichever is greater. **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	% of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)*	DBE Cert Number*	Annual Gross Receipts
				DIR Reg. Number			
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:							

* DBE information **not** required for locally funded, state-funded, and U.S. Housing and Urban Development/Community Development Block Grant (CDBG)-funded projects.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
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THIS FORM (PART 2) IS REQUIRED ONLY FOR FEDERALLY FUNDED PROJECTS WITH DBE GOALS

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	% of Bid Item Sub-contracted	Contractor License Number		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
					DIR Reg. Number			
Name:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:								
Name:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:								
Name:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
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Name:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
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Name:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:								
Name:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:								
Name:								<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:								

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services
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IMPORTED WATER CONVEYANCE PROJECT POTHOLING SERVICES

***NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID***

State of California)
) ss.
County of Kern)

The undersigned declares under penalty of perjury as follows:

1. I am employed by _____ of _____ the party making the foregoing bid as _____.

2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

3. The bid is genuine and not collusive or sham; that the 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.

4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.

5. All statements contained in the bid are true.

6. The bidder has not, directly or indirectly, submitted the 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 BY:

Printed Name

Signature

Date: _____

BID FORM
BID TO THE AUTHORITY FOR
IMPORTED WATER CONVEYANCE PROJECT POTHOLING SERVICES

Name of Bidder

Business Address

Mailing Address

Phone Number _____ Place of Residence

TO THE BOARD OF DIRECTORS OF THE AUTHORITY:

Pursuant to and in compliance with your Notice Inviting Sealed Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the construction of Imported Water Conveyance Project Potholing Services, all in strict conformity with the plans and specifications and other contract documents, including Addenda No's. ____, ____, ____, and ____, on file with the Authority for the contract unit prices hereinafter set forth. The following documents are attached hereto and made a part of this bid:

- Notice Inviting Sealed Bids
- Information for Bidders
- Bidder's Reference
- Bidder's Reference Financial
- Designation of Subcontractors
- Noncollusion Affidavit
- Bid Form
- Schedule of Bid Items
- Bid Bond
- Worker's Compensation Certificate
- Agreement
- Agreement for Investment Funds {Contractor Option}
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- APPENDIX A – 30% Design Level Drawings
- APPENDIX B – Utility Contacts
- APPENDIX C – Utility Potholing Data Sheet
- Addenda Issued Prior to Bid Opening
- Certificate(s) of Insurance
- Workman's Compensation Certificate

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

The undersigned as bidder declares that the only persons or parties interested in this bid as principals are those named herein, that this bid is made without collusion with any person, firm, or corporation, and he proposes and agrees if this bid is accepted that he will execute a contract with the Authority substantially in the form of the contract set forth in the contract documents, that he will accept in full payment thereof for the following lump sum cost and unit prices, to wit:

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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IMPORTED WATER CONVEYANCE PROJECT POTHOLING SERVICES

SCHEDULE OF BID ITEMS

<i>BID SCHEDULE</i>					
ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Mobilization, De-mobilization	LS	1		
2	Encroachment Permits, Bonds and Insurance	LS	1		
3	Traffic and Pedestrian Control Plan and Implementation	LS	1		
4	Pothole, Restoration and Markings	EA	20		
5	Utility Potholing Data Sheet	LS	1		

BID SCHEDULE TOTAL \$ _____

BID TOTAL (in writing) _____

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

Selection of Bidder

Selection of bidder, if made, shall be based on the lowest responsible bid. The lowest bid will be the lowest total of the bid prices on the Bid Schedule.

The Authority has the option to reject all bids with or without cause. The Authority also has the option to remove bid items at its discretion. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

COMPANY NAME _____ AUTHORIZED SIGNATURE _____

ACCOMPANYING THIS BID IS _____ (insert the words "cash", "bid bond", or "certified check", as the case may be), in an amount equal to at least ten percent (10%) of the total of the bid, payable to the Authority.

The undersigned deposits the above-named security as a bid guarantee and agrees that it shall be forfeited to the Authority as liquidated damages in case this bid is accepted by the Authority and the undersigned fails to contract as aforesaid; and to give the two (2) bonds in the form set forth in the contract documents of the Authority in the sums to be determined as aforesaid, with surety and all insurance satisfactory to the Authority as required in the specifications, within fifteen (15) days including Sundays after the date of mailing of the acceptance, otherwise said security shall be returned to the undersigned per Information for Bidders (4) Bids.

The bidder agrees that he will not withdraw his bid after bids have been opened.

Contingent only upon award of contract by the Authority, the undersigned irrevocably binds himself and agrees to execute a contract for work awarded as provided for herein on the form of agreement made a part hereof, and to furnish surety bonds as required in these specifications in the form entitled "Performance Bond" and "Payment Bond", both attached hereto.

The names of all persons interested in the foregoing bids as principals are as follows: (IMPORTANT NOTICE - IF BIDDER OR OTHER INTERESTED PERSON IS A CORPORATION, STATE LEGAL NAME OF CORPORATION, ALSO NAMES OF THE PRESIDENT, SECRETARY, TREASURER, AND MANAGER THEREOF; IF A CO-PARTNERSHIP, STATE TRUE NAME OF FIRM, ALSO NAMES OF ALL INDIVIDUAL CO-PARTNERS COMPOSING FIRM; IF BIDDER OR OTHER PERSON IS AN INDIVIDUAL, STATE FIRST AND LAST NAMES IN FULL.)

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

The undersigned declares under penalty of perjury that he is licensed in accordance with the provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California, License No. _____, expires on _____.

BIDDER

Name

Address

Authorized Signature

Dated:

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if the bidder is an individual, his signature shall be placed above; if a special partnership, the names of the general partners and special partners.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

Imported Water Conveyance Project Potholing Services

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and
_____ as Surety, are held and firmly bound unto the Indian Wells
Valley Groundwater Authority, hereinafter called "Authority", in the sum of:

_____ dollars (\$ _____), (not less than ten percent
(10%) of the total amount of the bid) for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Authority to perform all work required under the
Authority's specifications entitled "Imported Water Conveyance Project Potholing Services".

NOW THEREFORE, if said Principal is awarded a contract by said Authority and, within the time and in the
manner required under the heading "Information for Bidders" bound with said specifications, enters into a written
contract on the form of agreement bound with said specifications, and furnishes the required bonds, one to
guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation
shall be null and void, otherwise it shall remain in full force and effect. In the event that suit is brought upon this
bond by said Authority and judgment is recovered said Surety shall pay all costs incurred by said Authority in
such suit, including a reasonable attorney's fee to be fixed by the Court.

Signature Page to Follow:

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

Date

PRINCIPAL

By
Title

SURETY

By
Title

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

IMPORTED WATER CONVEYANCE PROJECT POTHOLING SERVICES

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be self-insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this contract.

BIDDER

Name

Address

Authorized Signature

Dated:

Note: If contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnerships; and if the corporation is an individual, the signature shall be typed above; if a special partnership, the names of the general partners and special partners shall be shown.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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Agreement
For The Construction Of
IMPORTED WATER CONVEYANCE PROJECT POTHOLING SERVICES

As of _____, 2024, the Indian Wells Valley Groundwater Authority, hereinafter "Authority", and _____, hereinafter "Contractor", agree as follows:

Article 1. GENERAL

Section 1. Scope of Work

Contractor will furnish all labor, equipment, and materials and will perform all work for the construction of the facilities described in the plans and specifications attached hereto and hereby incorporated by this reference.

Section 2. Consideration

Authority shall pay Contractor the sum set forth in Contractor's bid attached hereto and hereby incorporated by this reference for the performance of the work hereunder.

Section 3. Payments

(a) Monthly progress payments shall be processed as follows:

- (1) On or about the twenty-fifth (25th) day of each month, Contractor shall submit to Authority a payment application including an updated construction schedule, and an estimate of the cumulative amount and value of the work performed by Contractor prior to that date and subsequent to any prior estimates. The estimate may include ninety-five percent (95%) of the value of all acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.
- (2) Upon receipt of the payment application, the Authority shall review the application as soon as practicable to determine whether the payment request is proper. Any payment request determined not to be a proper payment shall be returned within seven (7) days after receipt accompanied by a written description of the reasons why the payment request is not proper.
- (3) Authority shall pay Contractor, within fifteen (15) days of receipt of the payment application, ninety percent (95%) of the payment application amount reduced by: amount due to Authority for equipment, services, or materials furnished by Authority; amounts of any claims or liens by the Authority or others, and amounts required to be deducted by federal, state, or local governmental authorities.
- (4) If the Authority fails to make any progress payment within sixty (60) days after receipt of an undisputed and properly submitted payment application, the Authority shall pay to the Contractor interest equivalent to the legal rate set forth in Code of Civil Procedure Section 685.101(a) from seven (7) days after receipt of the payment application by the Authority until paid.
- (5) No progress payment shall be construed as acceptance of the work, or any portion thereof, nor shall such payment preclude Authority from demanding and recovering from Contractor such damages as may be sustained by reason of Contractor's failure to fully perform this contract.
- (6) Contractor shall submit a project schedule in Microsoft project with each pay request application.
- (7) Contractor shall submit written narrative of work completed and work to be performed.
- (8) Contractor shall submit Conditional and Unconditional Release and Waivers from Sub-Contractors, Suppliers with each Progress Pay.

(9) The Contractor shall complete and submit an invoice showing project name, date of work, Authority purchase order number, Authority project number, invoice number, original contract amount, current invoice amount, total billed to date, remaining contract balance, percentage of work completed, description of task(s), personnel assigned to task, job title of personnel and supporting documentation.

(b) Upon satisfactory completion of the work described herein, Authority shall pay Contractor a sum equal to ninety-five percent (95%) of the actual work completed less prior monthly progress payments.

(c) Within sixty (60) days after the date of completion, the amounts withheld by the Authority shall be released. Provided, the Authority may withhold from the final payment any amount not to exceed one hundred fifty percent (150%) of the disputed amount. For purposes of this section, "completion" means:

- (1) The acceptance by the governing body of the Authority.
- (2) Cessation of labor on the work for a continuous period of thirty (30) days or more, if the Authority files a notice of cessation.

(d) Notwithstanding the foregoing, Contractor may receive payment in full, other than retention for claims by the Authority or third parties, if the Contractor first deposits approved securities or enters into an agreement with an escrow agent to hold earned retentions. The substitution of securities or the use of an escrow account shall be in the form and manner permitted by law. The escrow agent shall be licensed to do business and do business within the territorial limits of the Authority.

Section 4. Contract Documents

(a) The complete contract includes the entire contract documents set forth herein, to within :the Notice Inviting Sealed Bids, Information for Bidders, Bidder's Reference, Bidder's Financial Reference, Designation of Subcontractors, Noncollusion Affidavit, Bid Form, Schedule of Bid Items, Bid Bond, Worker's Compensation Certificate, Agreement, Performance Bond, Payment Bond, Section II: General Conditions, Section III: Special Conditions, Section IV: Construction Specifications, Section V: Federal Provisions, Project Plans, Authority Standard Plans (Latest Version), Addenda Issued Prior to Bid Opening, Certificate(s) of Insurance, all attached hereto.

(b) Any person making a bid or offer to perform the work shall set forth the following in the bid or offer:

- (1) Name, location and place of business;
- (2) Proof of Contractor's and Subcontractors' current registration with the Department of Industrial Relations as required by Labor Code Section 1725.5;
- (3) California contractor's license number of each subcontractor who will perform the work or render service to the prime contractor in excess of one-half (1/2) of one (1) percent of the prime contractor's total bid; and
- (4) Description of portion of work to be performed by each subcontractor.

Section 5. Compliance with Provisions of Law

(a) The Authority is a public agency of the State of California and is subject to the provisions of the law relating to public agencies. All provisions of law applicable to public contracts are a part of this contract to the same extent as those set forth fully herein and shall be complied with by Contractor.

(b) Contractor shall comply with all provisions of law relating to the work.

- (c) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to labor Code section 1725.5, unless a limited exception applies pursuant to Labor Code section 1771.1.
- (d) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- (e) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 6. Attorneys' Fees

The Court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party in any action or proceeding brought to enforce the provisions of this Agreement.

Section 7. Notices

Any notice required or permitted under this contract shall be given by personal delivery or by first class mail, postage prepaid,

To: Indian Wells Valley Groundwater Authority
Bianca Cabrera
Stetson Engineers
861 S Village Oaks Dr #100, Covina, CA 91724

Section 8. Conflict With Plans and Specifications

Any conflict between the plans and specifications and this contract shall be brought to the attention of the Authority which shall resolve such conflict.

Section 9. Assignment

- (a) Contractor shall not assign this contract or payments due hereunder.
- (b) In entering this contract or a subcontract to this contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this works contract or a subcontract. This assignment shall be made and become effective at the time the Authority tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 10. Paragraph Headings

The paragraph headings in this contract are for the convenience of the parties and shall not affect the interpretation of this Agreement.

Section 11. Authority of Authority Representative

Authority's representative shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, all questions as to the interpretation of the plans and

specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

Article 2. WAGES, HOURS, AND WORKING CONDITIONS

Section 12. Prevailing Wage Payments The general prevailing rates of per diem wages and general prevailing wages for holiday and overtime work in the locality in which the work is to be performed have been determined. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

Contractor and all subcontractors will not pay less than the specified prevailing rates of wages to all workers employed in the execution of the contract. Contractor will post one (1) copy of the prevailing rates of wages at the job site.

- (a) For each calendar day or portion thereof, and for each worker paid less than the prevailing rates for such work or craft in which the worker is employed or any work done under the contract by him, or any subcontractor, Contractor shall forfeit as penalty to the Authority the sum of five hundred dollars (\$500.00).

Section 13. Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker as such payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification, or type of work involved.

Section 14. Hours of Work

- (a) Eight (8) hours labor constitutes a legal day's work pursuant to this contract. The time of service of any worker employed upon the project is limited and restricted to eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week unless the employee is compensated at a rate of one and one-half (1 ½) times the basic rate of pay for all times in excess of the foregoing hours.
- (b) Contractor shall keep and make available an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker in connection with the project.
- (c) As a penalty to the Authority, Contractor shall forfeit twenty-five hundred dollars (\$2,500) for each worker or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) calendar week in violation of the provisions of this section.

Section 15. Apprentices

Contractor is responsible for complying with the provisions of the Labor Code dealing with the employment of apprentices on the job site.

Section 16. Subcontractors

- (a) Contractor shall comply with the Subletting and Subcontracting Fair Practices Act contained in Public Contracts Code Sections 4100 et seq.

- (b) Contractor shall submit to Authority the following information:
 - (i) The name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the work, or a subcontractor licensed by the State of California, who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (.5%) of the prime Contractor's total bid.
 - (ii) The portion of the work which will be done under each such subcontractor under Act.
- (c) The Contractor shall list only one (1) subcontractor for each portion as defined by the Contractor in the bid.

Section 17. Discrimination

The Contractor shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation received or terms and conditions of employment, and shall not discipline or discharge any person employed by him because of said person's race, religion, creed, color, national origin, ancestry, or sex; nor shall the Contractor refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry, or sex.

Section 18. Safety

Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the Secretary of California, Division of Industrial Safety.

Section 19. Character of Workers

Only competent workers shall be employed on the work. Any person employed, who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not be re-employed on the work.

Article 3. INSURANCE, INDEMNIFICATION, AND BONDS

- (a) **Section 20. Insurance** Contractor shall purchase and maintain insurance to protect the Contractor and the Authority from claims set forth below which may arise out of or result from Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: Claims under workers' compensation, disability benefits, and other similar benefit acts which are applicable to the work performed; Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees; Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees; Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offence directly or indirectly related to employment of such person by the Contractor, or (2) by any other persons; Claims for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use

resulting therefrom; Claims for damages because of bodily injury, death of a person, or property damage arising from ownership, maintenance, or use of a motor vehicle; Claims involving contractual liability insurance applicable to the Contractor's obligations under as previously defined. Claims for damage to work progress.

- (b) The insurance required by this section shall be written for not less than limits of liability specified in the contract documents or required by law, whichever coverage is greater. The insurance shall be purchased from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. Authority, its officers, agents, and employees shall be named as additional insured.
- (c) Certificates of insurance executed by the carrier(s) and acceptable to the Authority and copies of the policy shall be filed with the Authority prior to the commencement of the work. The Certificates and the insurance policies required by this section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Authority. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
- (d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazardous, and under the conditions, mentioned above and having the Authority, its officers, agents, volunteers, and employees as additional insurers. Copies of the subcontractor's certificates of insurance and policies shall be filed with the Authority.

Section 21. Indemnification

- (a) Contractor shall indemnify and save the Authority, its officers, agents, volunteers, and employees, free and harmless from any and all costs, damages, or liability, including attorneys' fees, arising out of any act or omission to act including any negligent act or omission to act by Contractor, its officers, agents, subcontractors, and employees with respect to the performance of the work or of any of the Contractor's obligations under this contract, except when such loss or damage was caused by the sole negligence or willful misconduct of the Authority, its officers, agents, volunteers, or employees.
- (b) In addition to the foregoing, Contractor shall pay Authority all costs, including attorneys' fees, incurred by the Authority in handling, responding to, or litigating stop notice claims or other demands against funds due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, or employees, including subcontractors.

Section 22. Payment Bond

- (a) Before entering upon the performance of the work, Contractor shall file a payment bond with and approved by the Authority. The payment bond shall be in the sum of one hundred percent (100%) of the total amount payable to the Contractor.

- (b) The Payment Bond shall be in substantially the form of the payment bond attached hereto. The bond shall be executed by a representative of the surety who has no financial interest in the Contractor. The payment bond shall be separate and distinct from any other bond required by this contract. The bond shall be equivalent quality to a Standard & Poor's rating of AAA or higher.

Section 23. Performance Bond

- (a) Contractor shall execute and deliver to Authority for its approval and acceptance a performance bond in the sum of one hundred percent (100%) of the contract price. The bond shall be payable by surety or sureties to Authority if Contractor fails to fully perform his obligations hereunder.
- (b) The bond shall be in substantially the form of the performance bond attached hereto. The bond shall be executed by a representative of the surety who has no financial interest in the Contractor. The payment bond shall be separate and distinct from any other bond required by this contract. The bond shall be equivalent quality to a Standard & Poor's rating of AAA or higher.

Article 4. PERFORMANCE

Section 24. Time for Completion

- (a) The work shall be completed within forty-five (45) calendar days from the starting date set forth in the Notice to Proceed.
- (b) Authority desires the project to be completed on or before the date specified. If the work is not completed on or before the date, the Authority will incur substantial damages which cannot be ascertained at this time. Accordingly, except for delays for which the Authority is responsible and which are unreasonable under the circumstances and not within the contemplation of the parties, Contractor shall pay to Authority any and all damages caused by Contractor's delay in completing the work as herein provided.
- (c) If the work is not completed in accordance with the foregoing, the Authority will suffer damage, and it is impractical and infeasible to determine the amount of actual damage.
- (d) The Contractor shall pay to the Authority, as fixed and liquidated damages and not as a penalty, the sum of one thousand dollars (\$1,000.00) each and every calendar day of delay, and the Contractor and Contractor's Surety shall be liable for the amount, provided the Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (including but not restricted to acts of God, or of the public enemy, acts of the Government, acts of the Authority, or acts of another Contractor in the performance of a contract with the Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes).
- (e) Within ten (10) days from the beginning of any such delay (unless the Authority shall grant a further period of time prior to the date of final settlement of the contract), the Contractor shall notify the Authority in writing of the cause of delay. Authority shall ascertain the facts and extent of the delay and extend the time for completing the work if in Authority's judgment the findings of fact justify such an extension. The Authority's findings of fact thereon shall be final and conclusive on the parties hereto.

- (f) The Authority may extend the time for completion if Authority determines such extension to be in the best interest of the Authority. If the Authority extends the time limit for the completion of the work, by way of a change order, at the request of the Contractor, for other than acts of God and situations beyond the control of both parties, such extension will increase the Authority's financial obligations incurred for engineering, inspection, supervision, incidental, and overhead expense that are directly chargeable to the contract and accruing during the period of extension. Therefore, the Contractor shall reimburse Authority for such reasonable charges before the final payment without penalty.
- (g) The Authority may deduct the liquidated damages set forth herein from progress payments or from the Authority's final payment. The payment of progress payments before or after the scheduled completion date with or without set off for liquidated damages shall not constitute a waiver of liquidated damages.

Section 25. Acts of God

Contractor shall not be responsible for the cost of repairing or restoring damage to the work exceeding five percent (5%) of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications of the Authority.

Section 26. Utility Relocation

- (a) As between the parties, Authority is responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the job site, if such utilities are not identified by the Authority in the plans and specifications. As to such utilities, Contractor shall be compensated for: the costs of relocation; repairing damage not due to the failure of Contractor to exercise reasonable care; removing or relocating such utilities not included in the plans and specifications 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 the delay is caused by the failure of the Authority or the owner of the utility to provide for removal or relocation of such facilities.
- (b) Nothing herein shall require the Authority to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the work site can be inferred from the presence of other visible facilities, such as buildings or metering junction boxes, on or adjacent to the work site.
- (c) Contractor shall immediately notify the Authority and utility in writing, if the Contractor, while performing the contract, discovers utility facilities not identified by the Authority in the contract plans or specifications.

Section 27. Public Convenience

- (a) Contractor's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous, and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals, unless other arrangements are made satisfactory to the owners thereof.

- (b) Vehicular and pedestrian access to driveways and commercial businesses within the limits of the project shall be maintained to the property line except when necessary construction. Contractor to coordinate all necessary sidewalk and driveway closures with the business owner to accommodate their business hours and use. The Contractor shall take precautions so as not to entrap vehicles on private property during the progress of work. Access for emergency vehicles shall be available within the construction area at all times.
- (c) All work shall be performed during the work hours authorized by the permitting agencies.
- (d) The Contractor shall comply with all applicable state and local requirements for closure of streets. Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen, and watchmen advising the public of detours and construction hazards. Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. Contractor shall furnish and install and upon completion of work, promptly remove all signs and warning devices
- (e) At least forty-eight (48) hours in advance of closing or partial closing or of reopening any street, alley, or other public thoroughfare, Contractor shall notify the police, fire, traffic, and engineering departments of jurisdictional agencies involved and comply with their requirements.
- (f) All work within public streets and /or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.

Section 28. Public Notification

- (a) The Contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notice shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, 7 days a week. The notice shall be submitted to the Engineer for review and approval (if satisfactory).
- (b) Where sidewalk and driveway access are affected by construction activity, the Contractor shall issue a separate notice to affected property owners five (5) working days in advance of commencing any work on sidewalks and driveways. The notice shall describe the work to be performed and the anticipated duration of construction. The notice shall be submitted to the Engineer for review and approval (if satisfactory).
- (c) The Contractor shall be responsible for issuing a separate notice to property owners five (5) working days in advance of commencing any work on private property. The notice shall describe the work to be performed and the anticipated duration of construction. The notice shall be submitted to the Engineer for review and approval (if satisfactory). Full compensation for public notification shall be included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.

Section 29. INTENTIONALLY OMITTED.

Section 30. Excavations

- (a) Contractor shall submit for Authority approval, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches five feet (5') or more in depth. The plan shall be at least as effective as that required by the Construction Safety Orders of the California Division of Industrial Safety. If the plan varies from the shoring systems standards established by said Safety Orders, the plan shall be prepared by a registered civil or structural engineer.
- (b) At the close of each working day, Contractor shall completely backfill all open excavation and cover the same with temporary asphalt mix in accordance with normal practice in the industry and the rules, regulations, laws, and ordinances of the State of California, the County of Kern, and any local jurisdiction.
- (c) If the work involves digging trenches or excavations that extend deeper than four feet (4') below the surface, the Contractor shall promptly, and before the conditions are disturbed, notify the Authority, in writing, of any:
 - (1) material the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, and required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) subsurface or latent physical conditions at the work site differing from those indicated; or
 - (3) unknown physical conditions at the work site of any unusual nature, different material from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract. The Authority shall promptly investigate the conditions. If the Authority finds the conditions are as alleged by the Contractor and conditions cause a change in the Contractor's cost, or the time required for performance, the Authority shall issue a change order under the other provisions of this contract. If a dispute arises whether the Contractor's findings are correct or whether the conditions cause a change in the Contractor's cost, or time required for performance, the Contractor shall not be excused from any scheduled completion date, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law pertaining to resolution disputes and protests between the parties.

Section 31. Extra Work

- (a) Upon proper action by its governing body, the Authority may require changes in (field orders), additions to, or deductions from the work to be performed or to the materials to be furnished within the scope of this agreement. No extra work shall be performed or change made except pursuant to a written order from the Authority stating the extra work, field order, or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the work so changed. When required by the Authority, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.
- (b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be determined by one or more of the following methods:

1. By an acceptable lump sum proposal from the Contractor.
 2. By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the Authority and the Contractor.
 3. By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names, and classification; and for equipment shall include size, type, identification number, and hours of operation. All records and reports shall be made immediately available to the engineer upon his request.
- (c) When the Authority orders extra work (field order) to be done and there is an agreement between the Authority and the Contractor to perform the work, the Authority reserves the right to approve the method used by the Contractor to accomplish the work. At the request of the Authority, the method to be used shall be defined in the agreement prior to any work being performed by the Contractor.
- (d) If the Contractor contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive unless it is found to be fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement any of such factual material.

Section 32. Clean-Up

Upon completion of the work, Contractor shall remove all debris and surplus materials from the work site.

Section 33. Materials

- (a) Unless otherwise specified, shown, or permitted by the Authority, all materials and equipment incorporated in the work shall be new and of current manufacture. The Authority may request the Contractor to furnish manufacturer's certificates to this effect.
- (b) All materials furnished and all work performed hereunder shall be subject to inspection and testing by Authority's authorized agents at Authority's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures as well as the cost of subsequent inspecting and testing.
- (c) The inspection of the work shall not relieve the Contractor of any of his obligations under the contract. Even though equipment, materials, or work required to be provided under the contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair any such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.

Section 34. Permits and Licenses

- (a) Contractor shall apply for and procure all permits and licenses necessary for the work.
- (b) Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of all permits and licenses.

- (c) Contractor shall apply all charges and fees in connection with all permits and licenses.
- (d) Contractor shall apply for and procure a Caltrans encroachment permit, if needed.

Section 35. Land and Rights-of-Way

- (a) Authority shall provide all land and rights-of-way upon which the work is to be constructed.
- (b) Contractor shall procure any additional rights-of-way desired by the Contractor to facilitate construction of the work. Contractor shall enter into written agreements with property owners for such purposes and shall provide Authority with copies of the agreements.
- (c) Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the Authority or as unavoidable to accommodate the work.

Section 36. Plans and Working Drawings Submitted by Authority

- (a) The approved plans shall be supplemented by such working drawings as are necessary to control the work adequately. All such drawings shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom. All such drawings delivered to the Contractor shall be deemed written instructions to the Contractor.
- (b) The Authority will furnish to the Contractor, free of charge, all copies of drawings, and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of drawings and specifications in good order available to the Authority's representative and to his representatives at the site of the work.
- (c) The plans for the work show conditions as they are supposed or believed by the Engineer to exist. It is not intended or inferred the conditions as shown thereon constitute a representation by the Authority or its officers that such conditions actually exist. The Authority, its officers, agents, and employees shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work, or otherwise.

Section 37. Shop Drawings Submitted by Contractor

- (a) Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or subcontractor, manufacturer, supplier, or distributor, and illustrating some portion of the work.
- (b) The Contractor shall review, stamp with his approval, and submit for review by the Authority's representative shop drawings for all material and equipment to be incorporated into the work. Drawings shall be submitted in quadruplicate to the Authority's representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence so as to cause no delay in prosecution of the work.

- (c) Shop drawings shall be complete in all respects. If the shop drawings show any deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.
- (d) By approving and submitting shop drawings, the Contractor represents that material, equipment, and other work shown thereon conforms to the plans and specifications except for the deviations set forth in the letter of transmittal.
- (e) Within ten (10) working days after receipt of the drawings, the Authority will return two (2) prints of the drawings to the Contractor with comments noted thereon. If so noted by the Authority, the Contractor shall correct the drawings and resubmit them in the same manner as specified for the original submittal. The Contractor shall direct specific attention in the letter of transmittal accompanying resubmitted shop drawings to revisions other than the corrections requested by the Authority's representatives on previous submittals.
- (f) The review of the Authority's representative is only of general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the contract; the proper fitting and reconstruction of the work; the accuracy and completeness of the shop drawings; selecting fabrication processes and techniques of construction; and performing the work in a safe manner.
- (g) No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Authority's representative and returned to the Contractor with a notation indicating resubmittal is not required.

Section 38. Supervision by the Contractor

Before starting the work, the Contractor shall designate, in writing, a representative who shall have complete authority to act for the Contractor. An alternate representative may be designated. The representative or alternate shall be present at the work site whenever work is in progress. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or designated representative, necessary or desirable directions or instructions may be given by the Authority's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

Section 39. Inspection

- (a) The Authority's representative shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.
- (b) Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Authority's representative so proper inspection may be provided. Any work done in the absence of the Authority's representative will be subject to rejection.
- (c) No materials shall be installed until approved by the Authority's representative. All installations which are to be backfilled shall be inspected and approved by the Authority's representative

prior to backfilling and the Contractor shall give due notice in advance of backfilling to the Authority's representative so that proper inspection may be provided.

- (d) The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Authority's representative and accepted.

Section 40. Removal of Defective and Unauthorized Work

- (a) All work which has been rejected shall be remedial, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Any work done beyond the lines and grades shown on the plans or established by the Authority's representative, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense.
- (b) Upon failure on the part of the Contractor to comply promptly with any order of the Authority's representative under this section, the Authority's representative shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due the Contractor.

Section 41. Errors or Discrepancies Noted by Contractor

- (a) If the Contractor, either before commencing work or in the course of the work finds any discrepancy between the specifications and the drawings, or between either of them and the physical conditions at the site of the work, or finds any error or omission in any of the drawings or in any survey, Contractor shall promptly notify the Authority in writing of such discrepancy, error or omission. If the Contractor observes any drawings or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, Contractor shall promptly notify the Authority in writing of such conflict.
- (b) The Authority, on receipt of any such notice, shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly after Contractor's discovery of such error, discrepancy, or conflict will be at Contractor's own risk and Contractor shall bear all costs arising therefrom.

Section 42. Equipment

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet all requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for any equipment be exceeded.

Section 43. Storage of Materials

All materials for use in the work shall be stored by the Contractor in such a manner as to prevent damage from exposure to the elements, admixture of foreign materials, or from any other cause. The Contractor shall be entirely responsible for damage to or loss of materials by weather or other causes.

Article 5. MISCELLANEOUS

Section 44. Guarantees

Contractor guarantees all work from any defect in workmanship for the period of one (1) year from the date of acceptance of the work by the Authority and shall repair and replace any and all such work, together with any other work displaced in so doing, without expense whatsoever to the Authority, ordinary wear and tear, usual abuse, or neglect excepted. Authority may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

Section 45. Risk of Loss Prior to Final Acceptance

Except as set forth above relating to acts of God, all risk of loss resulting from total or partial destruction of the work, or any part thereof, or any damage thereto, prior to final acceptance of the work by Authority, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work, to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work in accordance with this contract.

Section 46. Termination: Contractor at Fault

- (a) The Authority may declare the Contractor in default of contract, if the Contractor fails to meet any or all of the requirements of the contract, or be placed in or enter into bankruptcy, or should a receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the Authority will notify the Contractor in writing. Upon receipt of any such written notice, the Contractor shall preserve at the project site all construction materials, equipment, and plant, and undertake immediate steps to remedy such default.
- (b) If the Contractor fails to remedy such default within five (5) calendar days after receipt of such written notice, the Authority may terminate the Contractor's right to proceed with the work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that work affected by any such termination:
 - (1) assist the Authority in making an inventory of all materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;
 - (2) assign to the Authority, subcontracts, supply contracts, and equipment rental agreements all as designated by the Authority; and
 - (3) remove from the site, all construction materials, equipment, and plant listed in said inventory other than such construction materials, equipment, and plant which are designated in writing by the Authority to be used by the Authority in completing such work.
- (c) The Authority may complete the work to which notice applies by contract or otherwise, and may take possession of and to use any or all of the materials, plant, tools, equipment, supplies, and property of any and every kind furnished by the Contractor which is designated by the Authority in writing for such purpose. The expense of completing such work, together with a

reasonable charge for administering any contract for such completion, shall be charged to the Contractor, and such expense shall be deducted by the Authority out of such monies as may be due or may at any time thereafter become due to the Contractor. If this expense exceeds the sum otherwise payable under the contract, the Contractor and Contractor's sureties shall be liable for and shall, upon written notice from the Authority, promptly pay to the Authority, the amount of such excess. The Authority shall not be required to obtain the lowest figures for completing such work, but may make such expenditures as in the Authority's sole judgment will best accomplish such completion.

Section 47. Termination: Contractor Not at Fault

Authority may terminate the contract upon ten (10) days written notice to the Contractor, if the Authority finds reasons beyond the control of either the Authority or Contractor make it impossible or against the Authority's interests to complete the work. In such a case, the Contractor shall have no claims against the Authority, except for the value of work performed to the date of termination, and for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work. The value of work performed and the cost of materials and shipment delivered to the site, as mentioned above, shall be determined by the Authority in accordance with the procedure prescribed for the making of a final estimate and payment.

Section 48. Resolution of Certain Claims

- (a) Notwithstanding the foregoing, any demand of three hundred seventy five thousand dollars (\$375,000), or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this contract; or payment of an amount which is disputed by the Authority shall be processed in accordance with the provisions of Public Contracts Code Sections 20104 et seq. relating to informal conferences, non-binding judicially supervised mediation, and judicial arbitration.
- (b) A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 et seq. arising out of the contract.
- (c) Within thirty (30) days of the receipt of the claim, the Authority may request additional documentation supporting the claim or relating to defenses or claims the Authority may have against the Contractor. If the amount of the claim is less than fifty thousand dollars (\$50,000), the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds fifty thousand dollars (\$50,000) but is less than three hundred seventy five thousand dollars (\$375,000).
- (d) Unless further documentation is requested, the Authority shall respond to the claim within forty-five (45) days if the amount of the claim is less than fifty thousand dollars (\$50,000) or within sixty (60) days if the amount of the claim is more than fifty thousand dollars (\$50,000) but less than three hundred seventy five thousand dollars (\$375,000). If further documentation is requested, the Authority shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than fifty thousand dollars (\$50,000). If the claim is more than fifty thousand dollars (\$50,000) but less than three hundred seventy five thousand dollars (\$375,000) and further documentation is requested by the Authority, the Authority shall respond within the

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

- (e) If the Contractor disputes the Authority's response, or the Authority fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Authority within fifteen (15) days after the deadline of the Authority to respond or within fifteen (15) days of the Authority's response, whichever occurs first. The Authority shall schedule the meet and confer conference within thirty (30) days of the request.
- (f) If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed as of the day, month, and year first above written.

CONTRACTOR

By _____

Title _____

AUTHORITY

By _____

Title _____

APPROVED AS TO FORM:
Aleshire and Wynder LLP

By _____

ATTEST:

By _____

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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Local Assistance Procedure Manual

Exhibit 12-G

FHWA-1273 – Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 – Revised May 1, 2012

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and will establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

FHWA-1273 – Revised May 1, 2012

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

FHWA-1273 – Revised May 1, 2012

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social

security number and current address of each covered worker and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

FHWA-1273 – Revised May 1, 2012

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

FHWA-1273 – Revised May 1, 2012

8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704)

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of Authority (herein “Agency”), on _____, 2024, awarded to _____ (herein the “Principal”), a contract for **Imported Water Conveyance Project Potholing Services**.

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract;

NOW, THEREFORE, the Principal and _____, (herein “Surety”), are held firmly bound unto the Agency, (herein “Agency”), in the penal sum of [_____] dollars (\$[_____]) lawful money of the United States of America, one hundred percent (100%) of the Agreement amount, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these promises.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounden Principal, or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the contract, including but not limited to the payment of liquidated damages, and any alteration thereof made as therein provided, on its 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 and save harmless the Agency, its officers and agents, as therein stipulated, this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Surety stipulates and agrees no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall affect its obligation on this bond. Surety waives notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

Surety agrees in case suit is brought on this bond, Surety will pay Agency’s reasonable attorney fees to be fixed by the court.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named, on the [_____] day of [_____, _____].

[_____] (Principal)

[_____] (Surety)

By: _____

By: _____ (Attorney-in-fact)

(Attach Acknowledgment)

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of Authority (herein “Agency”), on _____, 2024, awarded to _____ (herein the “Principal”), a contract for Imported Water Conveyance Project Potholing Services

WHEREAS, Principal is required to furnish a bond in connection with contract so if Principal or its subcontractors shall fail to pay for materials or supplies, for the performance of the work, or for labor done thereon, or for amounts due under the Unemployment Insurance Act, the Surety on the bond will pay the same.

NOW, THEREFORE, the Principal and _____, (herein “Surety”), are held and firmly bound unto the Agency in the penal sum of [_____ (\$ _____)] dollars, lawful money of the United States of America, one hundred percent (100%) of the Agreement amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these promises.

THE CONDITION OF THIS OBLIGATION IS SUCH if Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for work or labor thereon of any kind, or fail to pay the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and other laws of the State of California and rules and regulations of its agencies, then Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorney fees as shall be fixed by the court, pursuant to Section 3181 of the California Civil Code.

This bond shall inure to the benefit of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, such reasonable attorney fees as shall be fixed by the court, pursuant to Section 3181 of the California Civil Code.

No change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall affect Surety’s obligation on this bond. Surety waives notice of such change, extension of time, alteration, or addition to the terms of the contract, or to the work or to the specifications.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named on the [____] day of [_____, ____].

[_____]
(Principal)

[_____]
(Surety)

By: _____

By: _____
(Attorney-in-fact)

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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GUARANTEE

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY:

In accordance with the terms of the Contract for the **Imported Water Conveyance Project Potholing Services** between the Indian Wells Valley Groundwater Authority (hereinafter referred to as Authority), and the undersigned which Contract provides for the installation of improvements per the plans and specifications for the above referenced project.

When the project is completed and accepted, we guarantee the same to be free from imperfect workmanship and/or materials and we agree to repair and/or replace at our own cost and expense, any and all such work and/or materials which may prove defective in workmanship or materials within a period of one year from the date of acceptance of the above named construction project, ordinary wear and tear or neglect excepted. We also agree to repair and/or replace at our own cost and expense any work and/or materials that we may disturb or displace in making good such defects.

Within twenty-four (24) hours after being notified in writing by the Authority or the Authority's representative, or the agent of either of them of any defects in said work or materials we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work within a reasonable period of time and in the event of our failure to so comply we collectively and expressly do hereby authorize the Authority and/or the Authority's representative, or the agent of either of them to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

This guarantee is made expressly for and runs to the benefit of both the Authority of the above mentioned construction project and the Authority's representative and shall be enforceable by either of them.

Dated _____ CONTRACTOR _____

Signed _____

Notary Required

Indian Wells Valley Groundwater Authority
Imported Water Conveyance Project Potholing Services

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UTILITY CONTACTS

Company	First Name	Last Name	E-Mail - Phone Number
California Broadband Cooperative	Julie	Spencer	jspencer@inyonetworks.com
CVIN LLC	Fredric	Ritter	Fwriter@cvin.com
Eland Solar Farm	John	Patton	JOHN.PATTON@solvenergy.com
Verizon/Charter/Frontier	Socrates	Luna	Socrates.Luna@ftr.com lewis.edrozo@ftr.com desiree.serrano@dynamictelco.com
LADWP	Stefan	Sutvaj	Stefan.Sutvaj@ladwp.com
Southern California Edison/Sempra Utilities	Breanna	Becker	760-920-0461 breanna.becker@sce.com
Southern California Gas Company	N/A	N/A	None on file
Springbok Solar Farm - Arevon Energy	Clark	Seethaler	(619) 884-7531
Verizon/MCI	Lewis	Edrozo	Investigations@Verizon.com lewis.edrozo@ftr.com desiree.serrano@dynamictelco.com

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Project Name: _____

UTILITY POTHOLE DATA SHEET

Pot-hole Number	Utility/ Entity	Depth	Size/Material	Notes	Station/Offset

PREPARED BY:

Contractor Name: _____

Representative – Printed Name: _____

Representative – Signature: _____

Date: _____

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members **DATE:** January 10, 2024

FROM: IWVGA Staff

SUBJECT: **Agenda Item 10 – New California Department of Water Resources Groundwater Sustainability Plan Guidelines**

BACKGROUND

The Indian Wells Valley Groundwater Sustainability Plan (GSP) was submitted to the California Department of Water Resources (DWR) in January 2020. DWR approved the GSP on January 13, 2022 and provided seven Recommended Corrective Actions (RCAs) to be addressed in the next amendment of the GSP. The GSP provides the framework and path to achieve sustainability in the Indian Wells Valley by no later than 2040.

According to 23 California Code of Regulations (CCR) § 356.4, DWR requires Groundwater Sustainability Agencies (GSAs), such as the Indian Wells Valley Groundwater Authority (IWVGA), to evaluate GSPs at least every 5 years and provide a written assessment to DWR. At the October 11, 2023 board meeting, the Water Resources Manager (WRM) informed the board about the preparation of the written assessment of the GSP. DWR has since released guidelines for the written assessment.

DISCUSSION

On October 30, 2023, DWR released a [GSP Implementation Guidance Document](#) as well as an associated [FAQ document](#), providing guidelines for submitting Annual Reports, Periodic Evaluations, and GSP Amendments. DWR requires GSAs to evaluate GSPs and provide a written assessment, referred to as a Periodic Evaluation, at least every 5 years and every time a GSP is amended. A 5-year update of GSP is not required unless the Periodic Evaluation determines changes to the GSP are needed to achieve sustainability. Changes needed to the GSP as identified by the Periodic Evaluation are made by an amendment of the GSP. The GSP Amendment will be prepared alongside the Periodic Evaluation and only include changes as deemed necessary by the Periodic Evaluation. The Indian Wells Valley Periodic Evaluation and GSP Amendment are to be submitted to DWR no later than January 31, 2025. Further information about the guidance document and a draft schedule for the Periodic Evaluation and GSP Amendment are found in the attached presentation in the board packet.

ACTION(S) REQUIRED BY THE BOARD

This is an informational item. No Board action is required.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members **DATE:** January 10, 2024
FROM: IWVGA Water Resources Manager
SUBJECT: AGENDA ITEM 11 – WATER RESOURCES MANAGER’S REPORT

AGENDA ITEM 11a – GRANT FUNDING UPDATE

Proposition 1 Update

- Invoice #16a
 - Covers July 2022 through September 2022
 - Total requested payment after retention: **\$20,806.59**
 - Status: Under DWR review – preliminary approval received.
- Invoice #17a:
 - Covers October 2022 through December 2022
 - Total requested payment after retention: **\$7,817.63**
 - Status: Under DWR review – preliminary approval received.

Proposition 1/68 Grant Closeout

- Retention invoices for Proposition 1 and Prop 68 in the amount of \$187,678.87 and \$32,941.39, respectively, were submitted to DWR on February 28, 2023. The Proposition 1 retention invoice was revised on May 18 per DWR’s request.

SGMA Implementation Round 1 Update

- Invoice #3
 - Covers January 2023 through March 2023
 - Total requested payment: **\$435,887.19**
 - Status: Under final DWR review.
- Invoice #4
 - Covers April 2023 to June 2023
 - Total requested payment: **\$1,062,552.46**
 - Status: Under DWR review
- Invoice #5
 - Covers July 2023 to September 2023
 - Total requested payment: **\$848,164.75**
 - Status: Under DWR review.

Urban Community Drought Relief Program Update

- The IWVGA has been awarded \$3,345,000 to consolidate shallow well system(s) into a public water system.
- Preliminary grant management tasks and coordination with DWR are underway.
- DWR is currently reviewing the draft grant agreement and finalizing it for signature/execution.

2023 Drinking Water System Infrastructure Resilience and Sustainability Program

Staff submitted an application for federal funding on November 6, 2023 for approximately \$2.8 million to fund planning, design, environmental, and right-of-way tasks for the Imported Water Project.

Funding awards are anticipated to be announced in Spring 2024

AGENDA ITEM 11.b – GSP IMPLEMENTATION PROJECTS/MANAGEMENT ACTION UPDATES

Imported Water Project

- Imported Water Pipeline Design Services
 - Coordination Meetings:
 - December 18 and January 8: Bi-weekly with Staff, Environmental and Right-of-Way Consultants
 - Bi-weekly meetings with BLM
 - Pending BLM review of resubmitted SF-299 Application
 - Continue drafting Plan of Design as part of their process to meet their land use goals defined in the BLM's Desert Renewable Energy Conservation Plan
 - Ongoing coordination with State Water Resources Control Board Division of Drinking Water (DDW), Caltrans, United Pacific Rail Road, and Southern California Edison (SCE)
 - SCE
 - Currently reviewing SCE Customer/ Project Information Sheet (CPIS) application
 - Starting monthly coordination meetings with SCE
 - Coordinating an SCE Method of Service Agreement and Encroachment Agreement
 - Pending receipt of United States Army Corps of Engineers (USACE) and State Water Resources Control Board (SWRCB) waiver letters
 - Continue preparing submittal of California Department of Fish and Wildlife Lake and Streambed Alternation Agreement (LSA)
 - Continue coordinating with California City on utility as-built plans
 - Continue coordinating with California State Parks to prepare an Encroachment Permit which will include an initial fee of \$500, an analysis fee of \$10,000, and a final easement fee of approximately \$25,000.
 - Continue coordinating an Application for Union Pacific Railroad

- trenchless crossing at Neuralia Road and Cantil Road
 - Received comments from DDW on the PDR for Staff review
 - Continue collecting water quality samples at the Rosamond Treatment Plant to allow evaluation of introducing water from AVEK into the IWVWD water system.
 - Ongoing coordination with AVEK to analyze the connection point from AVEK's system
 - Continuing soils borings in California City and Kern County right-of-way
 - Projected to receive soil boring results mid to late February which may be incorporated into the 90% Design Level, rather than the 60% Design Level
 - Continuing utility research and trenchless crossing identification
 - Staff provided comments on the draft 30% Design Plans and Pipeline Facilities Technical Memorandum
 - The draft 30% Design Plans are available on the GA website
 - Provided Staff the Pipeline Design Calculation TM for review
 - P&P incorporated comments and finalized the Design Calculation TM
 - Staff is providing a Notice to Proceed pursuant to Change Order 1 which was approved by the Board at the August meeting, Change Order 2 which was approved by the Board at the November meeting, and requests to open the next tasks to continue with the project schedule
 - Next Steps:
 - Start geotechnical borings in BLM land after cultural surveys are completed
 - Finalize the 30% Design Submittal
 - Provide the System Hydraulics and Transient Mitigation Analysis TM, Preliminary Permitting Requirements TM, Electrical Equipment Requirements TM, and Instrumentation and Controls TM
 - Provide 60% Design Submittal by March 2024
 - Next Milestones
 - Provide 90% Design Submittal by September 2024
- Imported Water Pipeline Environmental Services
 - Coordination Meetings
 - December 18 and January 8: Bi-weekly coordination meetings with Staff, Design and Right-of-Way Consultants
 - Weekly meetings with BLM
 - Coordinated with the California Department of Fish and Wildlife, United States Army Corps of Engineers, and State Water Resources Control Boards to submit final permit packages as reviewed and approved by Staff
 - Submitted the CDFW LSA Permit which includes \$8,409.50 permit fee
 - Submitted the SWRCB 401 Certification which includes \$2,985.00 application fee
 - Will require \$2,509 annually while the project is being constructed
 - USACE Permit Package has been reviewed and approved by Staff for submittal
 - Continue aquatic delineations
 - Continuing cultural surveys on BLM land, to be followed by geotechnical surveys
 - Ridgecrest BLM Department coordinated with the State BLM department to submit the Archaeological Resources Protection Act Permit

- Provided permit for field work which is projected to be completed by late-January
 - Has provided updated schedule for geotechnical surveys due to delays in cultural surveys for Staff review
 - P&P is drafting the Cultural Report
 - Coordinating cultural monitoring by the Kern Community Tribe during geotechnical surveys
 - Continue finalizing the draft Wildlife Survey Report and Rare Plant Survey
 - Submitted the draft Biological Evaluation/Biological Assessment and Energy Impact Assessment Technical Studies
 - Staff is providing a Notice to Proceed pursuant to Change Order 1 which was approved by the Board at the August meeting and Change Order 2 which was approved by the Board at the November meeting
 - Pending receipt of BLM NEPA Public Scoping Period Scoping Summary Report for Staff review
 - Received 7 Comments
 - BLM has determined a comprehensive Socioeconomic Analysis is required as part of the EA/EIR
 - Next Steps:
 - Begin geotechnical and biological monitoring on BLM lands in January 2024
 - Finalize draft Environmental Impact Report, and BLM Environmental Assessment
 - Next Milestones:
 - Finalize NEPA compliance for geotechnical borings and environmental surveys/ studies within BLM property
 - Conduct technical analyses/ Special Studies within BLM land
- Imported Water Pipeline Right-of-Way Services
 - Coordination Meetings:
 - December 18 and January 8: Bi-weekly coordination meetings with Staff, Design and Environmental Consultants
 - Obtained 50 Right-of-Entry agreements from property owners for 48 parcels along the alignment to allow performance of biological/technical studies and geotechnical borings
 - Coordinating with California Fish and Wildlife regarding County Right of Way
 - Staff is providing a Notice to Proceed pursuant to Change Order 1 which was approved by the Board at the August meeting
 - Next Steps:
 - Continue obtaining Rights of Entry from property owners along the pipeline alignment to allow performance of biological/technical studies and geotechnical borings
 - Next Milestone:
 - Provide a Right of Way Acquisition Plan by June 2024
- Submittals to DWR
 - Submit final Preliminary Design Report due March 31, 2024
 - Submitted the Documentation of Surveying, Geotechnical and Utility Research by January 1, 2024

- US Army Corps of Engineers Planning Assistance to States (PAS) Program
 - Staff is continuing to coordinate the project scope with USACE Staff
 - Next Steps:
 - Execute an agreement with Army Corps

Shallow Well Mitigation Program

- Updated Report Form and Fact Sheet
 - An updated Report Form and Facts Sheet incorporating comments from the PAC will be uploaded to the IWVGA website to provide additional information to well owners who may be interested in the Shallow Well Mitigation Program.
- Current Applications
 - Byerly Well
 - Received application from Mr. Byerly for the Primary Program.
 - Requesting financial assistance due to reduced water levels.
 - Received Well Driller’s Report late November. Staff is working on Staff Report
 - Halpin Well
 - Approved for \$6,000 for emergency assistance.
 - Received application from Mr. Halpin for the Primary Program.
 - Received Well Driller’s Report in December. Staff is working on Staff Report

Impacted Shallow Wells	Evaluation Status
Stark Street	Application approved for partially funding. Completed
Heritage	Application Declined. Completed
Byerly	Staff Report in Progress. Staff have 45 days to draft staff report, Stetson internal review, and go through GA Staff Review. Following the GA Staff Review, Staff will provide draft staff report to applicant for review.
Halpin	Staff Report in Progress. Staff have 45 days to draft staff report, Stetson internal review, and go through GA Staff Review. Following the GA Staff Review, Staff will provide draft staff report to applicant for review.
Rademacher	Water Quality. Directed to the Shallow Well Mitigation Program and Capital Core. Kern County researching funding. Possible use of new DWR Consolidation Grant.

2023 Annual Report

WY 2023 Annual Report

- The review draft of the WY 2023 Annual Report was distributed to interested parties on January 5, 2024.
- Comments are due back to the WRM by February 2, 2024.
- The final WY 2023 Annual Report is due to DWR on April 1, 2024.

AGENDA ITEM 11c – MISCELLANEOUS ITEMS

Data Collection and Monitoring

February 5-9, 2024 Additional groundwater level monitoring and datalogger download for wet year conditions (DWR supplemental monitoring).
GWMP wellhead and telemetry device maintenance.

GSP Model Configuration Management Plan (CMP)

- GSP Model Transfer
 - DRI provided the 2020 GSP Model in Fall 2023 to Stetson/WRM, including simulation results
 - Stetson/WRM staff are able to run the model and simulate/confirm GSP Scenario 6.2 results
- Technical Model Group (TMG)
 - Dec 6, 2023, DRI/Stetson working call to review model updates
 - Dec 18, 2023, TMG with Navy, DOM, DRI, and Stetson meeting/call reviewed and finalized structural model components: faults, model boundaries, clay extents, discussed aquifer properties, evapotranspiration, and groundwater pumping
 - Jan 12, 2024, next TMG meeting/call to discuss mountain front recharge distribution and aquifer connectivity
- Winter/Spring 2024 Schedule
 - Model Calibration, sensitivity analysis, and certainty analysis
 - Development of GSP model scenarios

Subflow from Rose Valley to IWV

- GA Reimbursement is being processed for first monitoring well (April)
- Time extension requested through 2024 to complete permitting and drilling second monitoring well
- Ongoing work with BLM regarding Cultural Survey and Permitting for second monitoring well

LADWP Emergency Releases

- 10,011 AF released into IWV from March 29 to July 18, 2023
- 2,581 AF release into IWV from August 25 to September 27, 2023 (Hurricane Hillary)
- Dataloggers installed at 15 monitoring wells to measure groundwater response
- Field measurements collected in May, August, October 2023, and January 2024

- Water quality samples collected from both released water and groundwater
- Technical Memorandum is being prepared to summarize data collection and analyze for any potential response.

ACTION(S) REQUIRED BY THE BOARD

There are no actions required by the Board.

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BUDGET TO ACTUAL REPORT- December

ACTUALS BY REVENUE ALLOCATION														
			Restricted	Restricted	Restricted	Restricted	Restricted	Restricted		(A-B)	(B/A)			
			Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC/ Misc Grant	SGMA IP Urban Comm.	Navy/COSO Fund	\$ Estimated	\$ REMAINING	% COMPLETED			
ORIGINAL	PROPOSED BUDGET AMENDMENT	TOTAL ADJUSTED BUDGET												
1	REVENUE											1		
2	Extraction Fee	1,319,924	(55,964)	1,263,960	1,481,337	-	-	-	-	1,481,337	(217,377)	117%	2	
3	Transfer In/Loan from Augmentation Fund	367,814	64,247	432,061	-	-	-	-	-	-	432,061	0%	3	
4	Transfer In/Loan from Grant Funds-Prop 1/Prop 68	204,636	-	204,636	-	-	-	-	-	-	204,636	0%	4	
5	Augmentation Fee	3,912,060	(790,789)	3,121,271	-	2,605,015	-	-	-	2,605,015	516,256	83%	5	
6	Transfer In/Loan Repayment from Extraction Fund	-	-	-	-	-	-	-	-	-	-	0%	6	
7	Shallow Well Mitigation Fee	125,776	7,619	133,395	-	-	97,137	-	-	97,137	36,258	73%	7	
8	Department of Water Resources (DWR) Grants-Prop 1/68	204,636	-	204,636	-	-	-	132,419	-	132,419	72,217	65%	8	
9	Department of Water Resources (DWR) Grants -IP Grant	2,000,000	1,663,960	3,663,960	-	-	-	-	435,887	435,887	3,228,073	12%	9	
10	Urban Community Drought Relief Grant Program	-	20,000	20,000	-	-	-	-	-	-	20,000	0%	10	
11	Navy/COSO Royalty Fund	15,000	192,879	207,879	-	-	-	-	-	-	207,879	0%	11	
12	Miscellaneous Revenue	-	-	-	-	-	11,429	-	-	11,429	(11,429)	0%	12	
13												0%	13	
14	TOTAL REVENUES	8,149,846	1,101,952	9,251,798	1,481,337	2,605,015	97,137	143,848	435,887	-	4,763,225	4,488,573	51%	14
15	EXPENSES												15	
16	Administration												16	
17	Administration (RGS)	333,000	(18,000)	315,000	98,442	98,442	-	-	-	196,884	118,116	63%	17	
18	Office Rent (City of Ridgecrest)	3,600	-	3,600	1,050	1,050	-	-	-	2,100	1,500	58%	18	
19	Office Supplies	1,000	-	1,000	-	-	-	-	-	-	1,000	0%	19	
20	Postage and Delivery	360	-	360	-	-	-	-	-	-	360	0%	20	
21	External Audit	12,000	(4,000)	8,000	4,000	4,000	-	-	-	8,000	-	100%	21	
22	Council Chambers/IT Services (City of Ridgecrest)	8,500	-	8,500	-	-	-	-	-	-	8,500	0%	22	
23	General Counsel (Aleshire & Wynder/City of Ridgecrest)	200,000	87,300	287,300	2,785	-	-	-	-	2,785	284,515	1%	23	
24	Insurance Premium	14,870	(53)	14,817	14,817	-	-	-	-	14,817	-	100%	24	
25	Legal Notices (Daily Independent)	2,000	-	2,000	-	-	-	-	-	-	2,000	0%	25	
26	Memberships (Cal. Assoc.Mutual Water Co)	100	-	100	100	-	-	-	-	100	-	100%	26	
27	Website	300	12	312	312	-	-	-	-	312	-	100%	27	
28	Printing and Reproduction	-	-	-	-	-	-	-	-	-	-	0%	28	
29	Bank Service Charges	24	-	24	-	-	-	-	-	-	24	0%	29	
30													30	
31	Non-Departmental												31	
32	Other Legal Services (RWG Law)	400,000	5,000	405,000	-	262,896	-	-	-	262,896	142,104	65%	32	
33	Lobbying Services (Capitol Core)	174,000	22,000	196,000	-	150,969	-	-	-	150,969	45,031	77%	33	
34	Other Professional Services (Garrison Brothers)	-	146,669	146,669	-	-	-	-	146,669	146,669	(0)	100%	34	
35	Shallow Well Mitigation Emergency Assistance Program	50,000	(11,179)	38,821	-	-	-	-	-	-	38,821	0%	35	
36	Repayment of Kern County Advance	-	-	-	-	-	-	-	-	-	-	0%	36	
37	Repayment of City of Ridgecrest In-Kind Services	500,000	-	500,000	292,500	82,500	-	-	-	375,000	125,000	75%	37	
38	Transfer Out/ Loan Repayment to Augmentation Fund	-	-	-	-	-	-	-	-	-	-	0%	38	
39	Transfer Out/Loan to Extraction Fund	572,450	64,247	636,697	-	-	-	-	-	-	636,697	0%	39	

BUDGET TO ACTUAL REPORT- December

		ACTUALS BY REVENUE ALLOCATION											
		PROPOSED	TOTAL	Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	(A-B)	(B/A)
		BUDGET	ADJUSTED	Extraction	Augmentation	Shallow	Prop. 1; Prop.68	SGMA IP	Navy/COSO	Estimated	\$	%	
		AMENDMENT	BUDGET			Well Mitigation	SDAC/ Misc Grant	Urban Comm.	Fund		REMAINING	COMPLETED	
40													
41	Community Engagement												
42	Design Services	(20,000)	5,000	-	-	-	-	-	-	-	5,000	0%	
43	Printing and Reproduction	(5,000)	5,000	-	-	-	-	-	-	-	5,000	0%	
44	Website Services	(20,000)	5,000	300	-	-	-	-	-	300	4,700	6%	
45													
46	Basin Management Administration												
47	Production Reporting, Transient Pool, and Fee Support (Stetson)	40,000	45,000	36,165	-	-	-	-	-	36,165	8,835	80%	
48	Meetings and Prep (Stetson)	25,000	165,000	107,823	-	-	-	-	-	107,823	57,177	65%	
49	Budget Support (Stetson)	(1,500)	6,000	2,132	-	-	-	-	-	2,132	3,868	36%	
50	Stakeholder Coordination (Stetson)	(9,000)	1,000	-	-	-	-	-	-	-	1,000	0%	
51	Litigation Support (Stetson)	10,000	50,000	17,528	-	-	-	-	-	17,528	32,473	35%	
52													
53	Basin Management												
54	General Engineering (Stetson)	(30,000)	20,000	8,066	-	-	-	-	-	8,066	11,934	40%	
55	TSS: El Paso Well Drilling Support (Stetson)	-	-	-	-	-	-	-	-	-	-	0%	
56	TSS: General Coordination/Application Support (Stetson)	(12,000)	3,000	1,901	-	-	-	-	-	1,901	1,099	63%	
57	Coordination with DWR on GSP Review (Stetson)	-	-	-	-	-	-	-	-	-	-	0%	
58	GSP 5-Year Update (Stetson)	110,000	160,000	77,293	-	-	-	-	-	77,293	82,707	48%	
59	Annual Report Preparation (Stetson)	5,000	55,000	16,271	-	-	-	-	-	16,271	38,730	30%	
60	Data Management System Support (Stetson)	(5,000)	25,000	22,260	-	-	-	-	-	22,260	2,740	89%	
61	Allocation Plan: Allocation Process & Transient Pool Support (Stetson)	-	-	-	-	-	-	-	-	-	-	0%	
62	Allocation Plan and Rules & Regs on Pumping/Restrictions (Stetson)	(3,000)	9,000	7,086	-	-	-	-	-	7,086	1,915	79%	
63	Allocation Plan: Fallowing & Transient Pool Transfer Program (Stetson)	-	-	-	-	-	-	-	-	-	-	0%	
64	Conservation Efforts (Stetson)	(10,000)	-	-	-	-	-	-	-	-	-	0%	
65	General Project Management (Stetson)	30	30,030	26,676	-	-	-	-	-	26,676	3,354	89%	
66	Model Transfer and Upgrade (Stetson)	29,000	229,000	81,102	-	-	-	-	-	81,102	147,898	35%	
67	Navy/Coso Royalty Fund: Develop Projects & Secure Funding (Stetson)	3,000	28,000	23,414	-	-	-	-	-	23,414	4,586	84%	
68	Navy/Coso Royalty Fund: Rose Valley MW Permitting, Bid, Drilling (Stetson)	31,210	46,210	-	-	-	-	-	44,512	44,512	1,698	96%	
69	Navy/Coso Royalty Fund: Cooperative Agreement	15,000	15,000	-	-	-	-	-	12,995	12,995	2,005	87%	
70	Data Collection, Monitoring, and Data Gaps (Stetson)	20,000	165,000	96,804	-	-	-	-	-	96,804	68,196	59%	
71	Imported Water: Negotiations and Coordination(Stetson)	-	20,000	-	19,594	-	-	-	-	19,594	406	98%	
72	Imported Water: Engineering and Analysis(Stetson)	-	-	-	-	-	-	-	-	-	-	0%	
73	Recycled Water (Stetson)	(90,000)	60,000	-	54,899	-	-	-	-	54,899	5,101	91%	
74	LADWP Release Coordination and Meetings	45,000	45,000	39,237	-	-	-	-	-	39,237	5,763	87%	
75	CA State Lands Commission	140	140	140	-	-	-	-	-	140	-	100%	
76													

BUDGET TO ACTUAL REPORT- December

		ACTUALS BY REVENUE ALLOCATION											
		PROPOSED BUDGET	TOTAL ADJUSTED BUDGET	Restricted Extraction	Restricted Augmentation	Restricted Shallow Well Mitigation	Restricted Prop. 1; Prop.68 SDAC/ Misc Grant	Restricted SGMA IP Urban Comm.	Restricted Navy/COSO Fund	\$ Estimated	(A-B) \$ REMAINING	(B/A) % COMPLETED	
ORIGINAL	AMENDMENT												
77	EXPENSES (Cont'd)												
78	Basin Management (cont'd)												
79	Shallow Well Mitigation Program: Plan Development (Stetson)	-	-	-	-	-	-	-	-	-	-	0%	
80	Shallow Well Mitigation Program: Outreach and Impacts Eval.(Stetson)	20,000	26,000	46,000	-	-	21,049	-	-	21,049	24,951	46%	
81	Shallow Well Consolidation	-	-	-	-	-	3,859	-	-	3,859	(3,859)	0%	
82	Brackish Water Group: Data Review and Coordination(Stetson)	-	17,952	17,952	17,565	-	-	-	-	17,565	387	98%	
83	Review of Outside Studies and Coordination (Stetson)	30,000	(25,000)	5,000	-	-	-	-	-	-	5,000	0%	
84	Well Monitoring Services (WellIntel Inc.)	2,100	(541)	1,559	1,559	-	-	-	-	1,559	0	100%	
85	Weather Station Maintenance(Stetson)	-	-	-	-	-	-	-	-	-	-	0%	
86													
87	Grant Management												
88	Prop 1 / Prop 68 Grant Administration (Stetson)	5,000	4,000	9,000	8,019	-	-	-	-	8,019	981	89%	
89	Resilience Grant (Stetson)	-	16,553	16,553	-	-	-	-	-	-	16,553	0%	
90	Prop 1 SDAC Support	-	-	-	-	-	-	-	-	-	-	0%	
91	Grant Review and Application Preparation (Stetson)	75,000	(45,000)	30,000	20,033	-	-	-	-	20,033	9,967	67%	
92	IP Grant Management												
93	IP Grant Administration (Stetson)	70,000	(30,000)	40,000	-	-	-	23,478	-	23,478	16,523	59%	
94	Planning/Design/Environmental (Stetson)	175,000	25,000	200,000	-	-	-	111,466	-	111,466	88,534	56%	
95	Engagement/Outreach (Stetson)	25,000	(17,500)	7,500	-	-	-	7,080	-	7,080	420	94%	
96	Planning/Design/Environmental (Provost & Pritchard)	-	3,240,000	3,240,000	-	-	-	2,100,441	-	2,100,441	1,139,559	65%	
97	Engagement /Outreach-Other Professional Services (Provost & Pritchard)	1,730,000	(1,730,000)	-	-	-	-	-	-	-	-	0%	
98	Planning/Design/Environmental-(Not Reimb by Grant)	-	100,000	100,000	-	-	-	-	-	-	100,000	0%	
99	Planning/Design/Environmental -Other												
100	Imported Water Pipeline (Transystems)	-	87,005	87,005	-	-	-	74,165	-	74,165	12,841	85%	
101	Bureau of Land Management	-	50,000	50,000	-	-	-	50,000	-	50,000	-	100%	
102	City of California City	-	30,000	30,000	-	-	-	30,000	-	30,000	-	100%	
103	County of Kern -ROW Access	-	1,200	1,200	-	-	-	1,200	-	1,200	-	100%	
104	Union Pacific Railroad	-	755	755	-	-	-	755	-	755	-	100%	
105	SC Edison -Advance Payment	-	7,500	7,500	-	-	-	7,500	-	7,500	-	100%	
106	Urban Community Drought Relief Grant Program												
107	Urban Community Drought Relief Funding Administration	-	10,000	10,000	-	-	-	-	-	-	10,000	0%	
108	Shallow Well Consolidation Project (Stetson)	-	10,000	10,000	-	-	-	-	-	-	10,000	0%	
109													
110	TOTAL EXPENSES	5,468,804	2,197,800	7,666,604	1,025,377	674,350	24,907	-	2,406,084	204,176	4,334,894	3,311,710	57%
111													
112	Surplus (Deficit)	2,681,042	(1,095,848)	1,585,194	455,960	1,930,666	72,230	143,848	(1,970,197)	(204,176)	428,331		

Billing and receipt of reimbursement grant program revenue may cross over fiscal years with revenue received for prior year programs. Separate reconciliation will be completed for grant programs.

MONTH TO DATE REVENUES & EXPENDITURES EXCLUDING TRANSFERS

	Revenue	Transfer In*	Transfer Out*	Expenses	Surplus (Deficit)
Extraction Fund	1,481,337	-	-	1,025,377	455,960
Augmentation Fund	2,605,015	-	-	674,350	1,930,666
Shallow Well Mitigation Fund	97,137	-	-	24,907	72,230
Department of Water Resources (DWR) Grants-Prop 1/68/MISC	143,848	-	-	-	143,848
Department of Water Resources (DWR) Grants -IP Grant	435,887	-	-	2,406,084	(1,970,197)
Navy/COSO Royalty Fund	-	-	-	204,176	(204,176)
Total	4,763,225	-	-	4,334,894	428,331

** The Extraction Fund Budget will be balanced through a loan from the Augmentation Fund.*

OUTSTANDING OBLIGATIONS

	Kern County	City of Ridgecrest	Augmentation Fund	Total
Advance Agreements				
Advance of Funds	500,000	-	-	500,000
Advance Repayment	(500,000)	-	-	(500,000)
In-Kind Services ¹				
Attorney Srvcs./IT/Chambers -FY23-YE Estimate	-	287,300	-	287,300
Attorney Srvcs./IT/Chambers -FY22	-	241,204	-	241,204
Attorney Srvcs./IT/Chambers -FY 21	-	325,235	-	325,235
Attorney Srvcs./IT/Chambers -FY's16-20	-	366,982	-	366,982
Current Year Repayment	-	(500,000)	-	(500,000)
Inter-Fund Loans				
2023 Loan to Extraction Fund-Estimated ²	-	-	432,061	432,061
Repayment of Adv. Of Funds ³	-	-	642,200	642,200
Postponed Invoice Payments				
None	-	-	-	-
Total	-	720,721	1,074,261	1,794,982

¹ City of Ridgecrest In-Kind Services includes services associated with Extraction and Augmentation expenses.

² Estimated

³ IWVWD used restricted Augmentation Revenue to repay the Advance Agreement of \$500,000

Repayment of the IWVWD Advance requires a transfer from the Extraction Fund to the Augmentation Fund.

³ Kern Cnty Repymnt was \$500k but it is estimated only \$142,200 will be loaned from the Augmentation Fund

ADOPTED 2023 OBLIGATION REPAYMENTS

	Kern County	City of Ridgecrest	Augmentation Fund	Total
Advance Agreements				
Advance of Funds-Est. Repayment 12/31/2022	-	-	-	-
In-Kind Services				
Attorney Services/IT/Council Chambers	-	500,000	-	500,000
Financing				
Water Purchase related Financing- TBD	-	-	-	-
	-	500,000	-	500,000

Upon repayment of Obligations, an inter-fund loan will be created between the Extraction Fund and Augmentation Fund for amount not funded by the Extraction Fund.

CASH BALANCE

December 2023 Activity

Cash Receipts (Receipts over \$50,000 and all grants are detailed)

IWVWD Augmentation-October	\$ 288,014.00
IWVWD Augmentation/Extraction/SWM-November	-
DWR Grant-Reissue Inv #1 IP Grant	102,901.61
All Other Cash Receipts -November	<u>2,677.28</u>
Total Cash Receipts	<u>\$ 393,592.89</u>

Cash Disbursements (Obligation payments are detailed)

Warrants	
Total Cash Disbursements	<u>\$ -</u>

Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

November Cash Balance By Investment

Kern County Treasurer	\$ 5,493,097.05
AltaOne Credit Union	-
Total End of Month Cash Balance	<u>\$ 5,493,097.05</u>

December Activity

Cash Receipts	\$ 393,592.89
Cash Disbursements	-
Kern County -Adj	-
Total End of Month Activity	<u>\$ 393,592.89</u>

December Ending Cash Balance	\$ 5,886,689.94
Less: Outstanding Warrants -Oct	(558,353.13)
Less: Outstanding Warrants -Nov	(572,144.42)
Less: Outstanding Warrants -Dec	<u>(285,516.75)</u>

Total Available Cash By Activity	<u>\$ 4,470,675.64</u>
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December Cash Balance by Investment

Kern County Treasurer	\$ 5,493,097.05
AltaOne - In Transit to Kern County	<u>393,592.89</u>
Total End of Month Balance	\$ 5,886,689.94
Less: Outstanding Warrants	<u>(1,416,014.30)</u>
Total Available Cash by Investment	<u>\$ 4,470,675.64</u>

Cash Receipts are deposited in AltaOne Credit Union and sent electronically to Kern County Treasurer. Cash in Transit at month end will be reflected in the Kern County Treasurer balance. Warrants are approved by IWVGA Board and administratively processed by IWVGA staff. Warrants are executed by Kern County staff. Outstanding Warrants are vendor invoices received and not yet paid. Outstanding Obligations are detailed in a separate attached report. Currently invoiced reimbursements to DWR total \$2.57 million.

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To: Carol Thomas-Keefer, General Manager – Indian Wells Valley Groundwater Authority

From: Michael W. McKinney, Capitol Core Group

cc: Keith Lemieux, Counsel IWVGA
Phillip Hall, Counsel, IWVGA
Steve Johnson, Stetson Engineers
Jeff Simonetti, Capitol Core Group
Todd Tatum, Capitol Core Group

Date: January 10, 2024

Subject: December 2023 Project Update

Happy New Year! The following will provide activities and updates for December 2023.

Task 1: Imported Water Supplies

In December, Capitol Core continued to pursue and negotiate for additional imported water supplies for the basin. In addition, we assisted the engineering team in discussions with our transfer partners including the Antelope Valley – East Kern Water Agency to continue further planning efforts for the pipeline alignment.

Task 2: Interconnection Pipeline Project

Updated Report/Significant and Priority Action: *Water Resources Development Act of 2024*

Significant lobbying activities took place in December concerning the IWVGA request.

Senator Alex Padilla (D-CA) has submitted the IWVGA request for inclusion in the *Water Resources Development Act of 2024 (“WRDA-24”)*. The request has been provided to the Senate Committee on Environment and Public Works (E&PW) for consideration by Chairman Tom Carper (D-DE, retiring). Capitol Core is working through concerns raised by Committee staff concerning the amount of the request and overlapping eligibility between the Environmental Infrastructure and Water Resources project process. We will continue to work through these issues and are working toward securing the request in the Chairman’s Mark (draft bill) by March 2024.

Senator Laphonza Butler (D-CA) did not submit any *WRDA-24* requests but will support the IWVGA request through Senator Padilla’s office. Her office is also assisting Capitol Core with E&PW staff.

The House of Representatives extended the deadline and opened Member Requests to *WRDA-24*. The House of Representatives deadline is January 12, 2024, for requests to be received by Members for consideration. Representative McCarthy's expected but unknown date for his resignation also created additional lobbying activities regarding *WRDA-24*. Capitol Core renewed the IWVGA House-request for the Environmental Infrastructure authorization. Due to the timing of his resignation, Representative McCarthy did not feel there was adequate opportunity to submit the request to the House Committee on Transportation and Infrastructure (T&I). Capitol Core has asked and received approval to submit the Authorization request to Representative Mike Garcia (R-CA, 27th) for consideration. Capitol Core is in the process of preparing a new House-request packet for consideration. Representative Garcia represents the area, including a portion of the AVEK interconnection pipeline. Capitol Core's goal is to have bipartisan and bicameral submittal of the Authorization request. House T&I is expected to have similar concerns.

Significant advocacy work with Senate E&PW and House T&I will be required during the first quarter of 2024.

Task 4: Wastewater Treatment Plant

Updated Report/Final: *NDAA-24: Defense Community Infrastructure Program*

During December, the House and Senate reconciled the *National Defense Authorization Act of 2024* ("NDAA-24"). In the final days of 2023, President Biden signed the bill into law. Included in the legislation is the authorization to move the Defense Community Infrastructure Program from a "pilot program" to a more permanent, or "programmatic," status.

However, due to concerns over the *Build America, Buy America* provisions, the City of Ridgecrest has opted not to pursue a DCIP grant during 2024.

Task 5: Other Projects Supporting the GSP

Federal Legislative Updates

New Report/Priority Bill: *Low-Income Household Water Assistance Program ("LIHWAP")* (Padilla, D-CA)

Senator Padilla has introduced and requested IWVGA support for his to be introduced "*Low Income Household Water Assistance Program* (LIHWAP). This legislation would establish the program and administer it similarly to the existing Low-Income Household Energy Assistance Program (LIHEAP), which ultimately becomes the federal baseline assistance program provided to SCE customers that the utility administers.

Congress enacted a temporary version of this program during the pandemic. Senator Padilla's bill seeks to establish a permanent water assistance program. The program applies to both low-income (as defined

in HUD) and “means-tested” veterans (as defined by Veteran’s Affairs). This will apply to many ratepayers within the basin including:

- Disadvantaged communities (e.g., unincorporated County areas and CSDs)
- Low-income community members within Ridgecrest (District and City ratepayers)
- Retired veterans meeting the “means-tested” definition.

How It Will Work:

Health and Human Services Department (HHS) and U.S. Environmental Protection Agency (USEPA) will develop a programmatic formula to provide LIHWAP assistance to states based upon defined needs. Public Water Systems (e.g., the District and IKCSD) and Treatment Systems (e.g., the City) will provide ratepayer eligibility through an additional application appended to their annual surveys. The Water and Treatment Systems will be awarded funds to subsidize the rates for eligible ratepayers.

HHS and USEPA will provide a LIHWAP report to Congress annually to demonstrate the performance of the program and determine the required annual appropriation.

LIHWAP will not directly impact the Authority as it is not a Public Water System. However, as rates increase due to purchased water and other GSP implementation requirements, the Authority may want to consider supporting programs that will offset rates to low-income, retired, or veterans. Capitol Core would recommend City and IWVWD support of the legislation.

State Legislative Updates

Updated Report: AB 560 (Bennett): Groundwater Adjudications

Capitol Core continued work with both stakeholders and the Author on draft amendments to AB 560 during December. Amendment negotiations and consideration by the Author are ongoing and expected in January.

New Report/Priority Bill: *Fiscal Year 2024-2025 State Budget Act*

Members of the California Legislature returned in December to the Legislative Analysts Office's prediction of a \$68 billion shortfall. The Governor and Legislative leaders will continue to meet during January in preparation for the Governor’s budget release. The current budget shortfall likely will affect budget requests to the State in 2024.

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