

Agri-Center of the World

City of Tulare

Board of Public Utilities Commissioners

Agenda

President
Howard Stroman

Vice President
Ray Fonseca

Commissioners
Thomas Griesbach
Renee Soto
Tony Sozinho

Tulare Public Library & Council Chamber
491 North M Street, Tulare
www.tulare.ca.gov

Thursday, March 16, 2023
4:00 p.m. – Regular Meeting

Mission Statement

To promote a quality of life making Tulare the most desirable community in which to live, learn, play, work, worship and prosper.

Attending Meetings

Regular Board of Public Utilities (BPU) Commissioners meetings are held on the first and third Thursdays of each month in the Council Chamber located in the Tulare Public Library at 491 North M Street, Tulare. Additional meetings of the BPU may be called as needed.

Documents related to items on the agenda are accessible on the City's website at www.tulare.ca.gov and available for viewing at the entrance of the Council Chamber.



Rules for Addressing the Commissioners

- Members of the public may address the BPU on matters within their jurisdiction.
 - If you wish to address the BPU, please complete one of the pink speaker cards located at the entrance to the Council Chamber and provide to the Clerk.
 - Persons wishing to address the BPU concerning an **agendized** item will be invited to address the BPU during the time that the BPU is considering that particular agenda item. Persons wishing to address the BPU concerning a **non-agendized** issue will be invited to address the BPU during the Citizen Comments portion of the meeting.
 - When invited by the President to speak, please step up to the podium, state your name and city where you reside, and make your comments. Comments are limited to three minutes per speaker.
-

CALL TO ORDER REGULAR MEETING – 4:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENTS - This is the time for the public to comment on items on the Consent Calendar or within the jurisdiction of the Board. Comments related to General Business items will be heard at the time the item is discussed. The Board cannot legally discuss or take official action on request items that are introduced tonight. Each speaker will be allowed three minutes, with a maximum time of 10 minutes per item, unless otherwise extended by the Board.

COMMUNICATIONS - No action will be taken on matters listed under Communications; however, the Board may direct staff to schedule issues raised during Communications for a future agenda.

CONSENT CALENDAR - All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

1. Regular meeting minutes of February 16, 2023.
Recommended Action: Approve as submitted.
2. February 2023 Performance Reports.
Recommended Action: Receive the Public Works performance reports for February 2023. [A. Bettencourt]
3. Monthly Investments Report.
Recommended Action: Accept the monthly investments report for February 2023. [D. Ibanez]

GENERAL BUSINESS - Comments related to General Business items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Board. Public comment will be taken after each item is presented, and before staff discussion for that item.

1. Award contract for the construction of Well 4-3.
Recommended Action: Award a contract for the construction (drilling and development) of Well 4-3 at Bardsley and So. K Street (Project WT0040) to Anthony J Prieto Water Well Drilling, Inc. of Selma, CA in the amount of \$621,945.00 and authorize the City Manager to approve contract change orders in the amount not to exceed 10% (\$62,195.00) of the contract award amount. [M. Powers]
2. Board of Public Utilities Compensation Pay.
Recommended Action: Discussion of the current compensation to the Board of Public Utilities per the Freeholders Charter of the City of Tulare. [T. Whitfield]
3. CalRecycle Notice of Intent to Comply Update.
Recommended Action: Receive the CalRecycle Notice of Intent to Comply update presentation. [A. Bettencourt]

ITEMS OF INTEREST (may include City Council, Planning Commission, Mid-Kaweah GSA update) – GC 54954.2(a)(3)

Americans with Disabilities Act

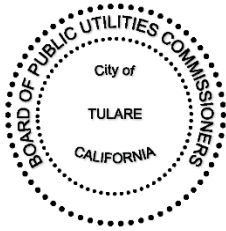
Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification from the City Clerk's Office at (559) 684-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

AFFIDAVIT OF POSTING

State of California }
County of Tulare } ss.
City of Tulare }

I, Maegan Peton, Deputy City Clerk for the City of Tulare, hereby certify, under penalty of perjury, that I caused the posting of this agenda before 4:00 p.m. on March 10, 2023, at City Hall, 411 E. Kern Avenue, as well as on the City's website.

POSTED BY: Maegan Peton, Deputy City Clerk



**ACTION MINUTES
BOARD OF PUBLIC UTILITIES COMMISSIONERS
CITY OF TULARE**

February 16, 2023

A regular meeting of the Board of Public Utilities Commissioners was held on Thursday, February 16, 2023, at 4:00 p.m. in the Tulare Public Library and Council Chamber located at 491 North M Street.

COMMISSIONERS PRESENT: Ray Fonseca, Thomas Griesbach (arrived at 4:25), Renee Soto, Tony Sozinho

COMMISSIONER ABSENT: Howard Stroman

STAFF PRESENT: Marc Mondell, Megan Dodd, Trisha Whitfield, Diego Ibanez, Michael Miller, Andrew Bettencourt, Michael Powers, Elissa Arroyo, Branlee Vath, Maegan Peton

CALL TO ORDER REGULAR MEETING

Vice President Fonseca called the regular meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION

Vice President Fonseca led the Pledge of Allegiance and Commissioner Soto gave the invocation.

CITIZEN COMMENTS

There were no citizen comments.

COMMUNICATIONS

There were no communications.

CONSENT CALENDAR

It was moved by Commissioner Soto, seconded by Commissioner Sozinho, and carried 3 to 0 (President Stroman and Commissioner Griesbach absent) that items on the Consent Calendar be approved as presented.

- 1. Regular meeting minutes of January 19, 2023.**
Recommended Action: Approve as submitted. [Submitted by M. Peton]
- 2. December 2022 Financial Status.**
Recommended Action: Accept the Financial Status report for December 2022. [Submitted by D. Ibanez]
- 3. Public Work Performance Reports for January 2023.**
Recommended Action: Receive the Public Works Performance Reports for January 2023. [Submitted by A. Bettencourt]

4. System Loss Quarterly Report.

Recommended Action: Receive the quarterly Potable Water Pumping and Metered Delivery Report. [Submitted by A. Bettencourt]

5. January 2023 Investments Report.

Recommended Action: Accept the monthly investments report for January 2023. [Submitted by D. Ibanez]

GENERAL BUSINESS

1. Property Purchase at 1089 S. West St, Tulare.

Recommended Action: Authorize the City Manager to complete and execute documents necessary to purchase property located at 1089 S. West Street, Tulare (APN 174-010-013-000) in the amount of \$660,000, subject only minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by T. Whitfield]

Public Works Director provided a report for the Board's consideration. Following discussion, it was moved by Commissioner Soto, seconded by Vice President Fonseca and carried 3 to 0 (President Stroman and Commissioner Griesbach absent) to approve the item as presented.

2. Bulk Volume Fermenter Rehabilitation Project.

Recommended Action: Authorize the City Manager to sign a task order with Provost & Pritchard in the amount of \$128,000 for civil engineering, design, permitting construction documents and related services for the Bulk Volume Fermenter (BVF) Rehabilitation Project; and to approve change orders in an amount not to exceed 10% (\$12,800) of the task order amount.

Project Manager Michael Powers provided a report for the Board's consideration. Following discussion, it was moved by Commissioner Soto, seconded by Commissioner Sozinho, and carried 3 to 0 (President Howard and Commissioner Griesbach absent) to approve the item as presented.

ITEMS OF INTEREST AND FUTURE AGENDA ITEMS

Items of interest were discussed amongst the Board and staff. Chief Financial Officer reported a future agenda item for a report on utility payment arrangements.

RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING:

1. Conference with Legal Counsel – Existing Litigation

Name of Case: Central Valley Resource Recovery, LLC v. City of Tulare
Case Number: VCU282595

Vice President Fonseca recessed to closed session at 4:17 p.m.

RECONVENE FROM CLOSED SESSION

Vice President Fonseca reconvened from closed session at 4:43 p.m.

CLOSED SESSION REPORT

Vice President Fonseca advised there was no reportable action.

ADJOURN REGULAR MEETING

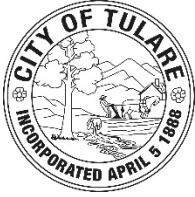
Vice President Fonseca adjourned the regular meeting at 4:43 p.m.

President of the Board of Public Utilities
Commissioners of the City of Tulare

ATTEST:

Secretary of the Board of
Public Utilities Commissioners

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Staff Report

Meeting: Board of Public Utilities Commissioners

Date: March 16, 2023

Item #:
Consent 2

Department: Public Works

Submitted by: Andrew Bettencourt, Management Analyst

Agenda Title: February 2023 Performance Reports

RECOMMENDED ACTION

Receive the Public Works performance reports for February 2023.

SUMMARY

Public Works first reported performance dashboards for each of its divisions to the Board of Public Utilities in August 2015 with the intention of inviting additional transparency into the maintenance and operations activities of each of the divisions.

Solid Waste

Overall tonnage was up considerably in February 2023 compared to February 2022. The total tonnage in February 2023 was 5,781.3 tons, an increase of 13.9% compared to February 2022 (5,073.7 tons). A sizable portion of that increase (250.7 tons) was over four months of sweeper dirt being hauled to the landfill.

There were 2,592.9 tons collected from residential customers in February 2023, compared to 2,776.7 tons in February 2022, marking a decrease of 6.6%.

Commercial tonnage was nearly the same from a year ago. In February 2023, there were 1,283.1 tons collected from commercial accounts, marking a slight 1.3% increase from February 2022 (1,266.5 tons).

Roll-off tonnage surged compared to 2022. There were 1,654.6 tons collected from roll-off operations in February 2023, marking a 30.6% increase from February 2022 (1,266.5).

There are two major reasons behind the surge in roll-off tonnage: Roll-off services have increased with the opening of the Woodville landfill, and construction in the City has increased significantly.

Overall, the Solid Waste division's recycling rate for February 2023 was off compared to February 2022. The diversion rate for February 2023 was 26 percent (13% green waste, 11% recyclables, 2% food waste/compost). The diversion rate for February 2022 was 31 percent (18% green waste, 11% recyclables, 2% food waste/compost). The biggest factor leading to a lower diversion rate was all of the sweeper dirt being tagged as trash tonnage.

The City had a total of 3,962.0 tons of trash (to the landfill), resulting in a rate of 4.25 pounds per person per day for the month of February marking an increase of 17.4% from February 2022 (3.62). The target disposal rate for the City set by the State is 6.0 pounds per person per day.

Water

Water delivery volumes are delayed by one month due to the availability of billing data. In January 2023, water delivery, or water “sold,” totaled 229.8 million gallons, 9.2% lower compared to January 2022 (253.0 million gallons). Potable water production experienced a drop compared to last year. There were 254.1 million gallons pumped in January 2023, marking a 7.4% decrease from January 2022 (274.5 million gallons).

There was a difference of +24.3 million gallons between pumped water (254.1 million gallons) versus delivered (229.8 million gallons), which represents a system loss of 9.6%.

The primary reason why there is a discrepancy between pumped water and delivered water is when meters are read. Production well data is on a strict calendar month basis. With a growing number of residential meters going to an AMI read (meter to base station), we are developing two distinct cycles – pumped by the calendar, and metered from the 15th of the reporting month to the 14th of the following month.

In February 2023, the average standing water level depth was 208 feet, representing a 2-foot drop from a year ago, which is considerably better than the past few months where the difference has been between 9-12 feet deeper than the previous year. The average standing water level depth gained a foot compared to January 2023 (209 feet).

Conservation

The overall gross gallons per capita was 114 gallons per person per day in January, 10.8% lower than it was in January 2022 (128).

Residential per capita decreased compared to a year ago. The residential per capita in January (56 gallons per person) was 10.6% lower than January 2022 (63 gallons per person). The residential gallons per capita looks specifically at residential water use only.

There were 28 citations handed out in February. There were 8 citations that resulted in fines (second violations or more).

Sewer Collections

Preventative Maintenance accounted for 77% of all working man hours in February.

In February, 57,750 of sewer lines were cleaned, and 5,750 feet of sewer lines were televised (preventative maintenance operations).

Approximately 9% of staff’s time was spent engaged in administrative tasks related to operating the division.

Waste Water Treatment Plant

In February, the domestic plant’s daily influent average was 4.41 million gallons. The domestic plant’s capacity is 5.5 million gallons, and when the daily influent average is within 80 percent (4.4 million gallons) of capacity, improvements to the plant’s capacity should be a priority.

The industrial plant’s daily influent average was 7.03 million gallons in February. The industrial plant’s capacity is 12 million gallons, and no daily influent average has been close to the 80-percent mark (9.6 million gallons).

The plant’s efficiencies against BOD and TSS remained strong for an 12th straight month.

Efficiency against BOD was 98.8% in February. The combined BOD effluent was 24.0 mg/l, which is within state compliance (less than 40 mg/l).

Efficiency against TSS was 98.3% in February. The combined TSS effluent was 14.0 mg/l, which is within state compliance (less than 40 mg/l).

Efficiency against Nitrogen was 78.9% in January. The combined Nitrogen effluent was 24.75 mg/l, which is not within state compliance (less than 13 mg/l).

We do not have the final nitrogen numbers for February as tests are still being completed. We will report the Nitrogen effluent average and efficiency ratings for February next month.

Operationally, the WWTP completed 304 preventative maintenance work orders and 9 corrective work orders in February. Overall, 159 of the work orders were completed for the Domestic side of the facility and 154 for the Industrial side, 51% and 49%, respectively.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item did not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

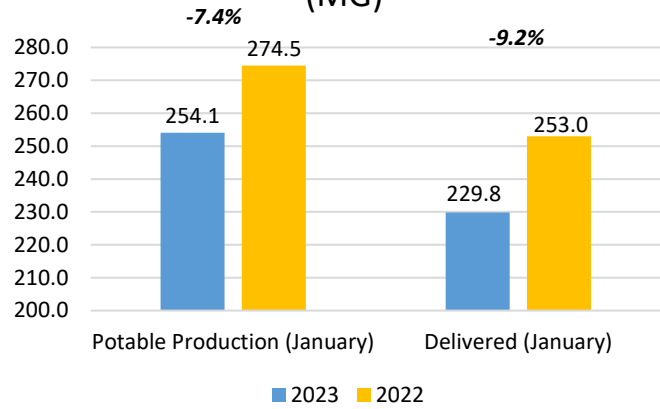
ATTACHMENTS

1. BPU Public Works Performance Dashboard Graphic

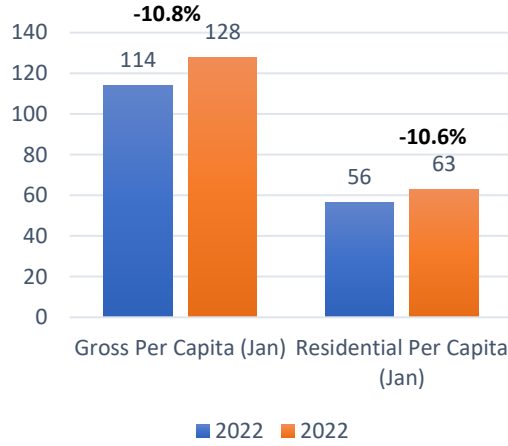
Reviewed/Approved: _____

**City of Tulare Water Division
February 2023 Dashboard**

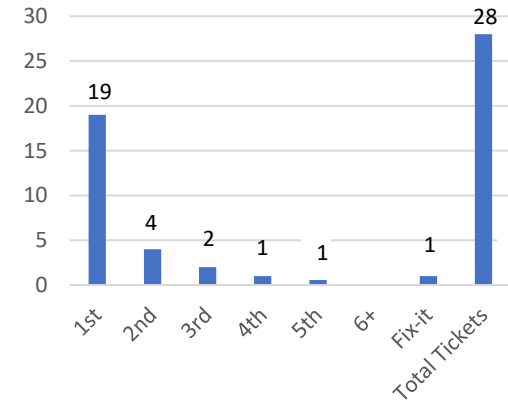
**Production & Delivery Volumes
(MG)**



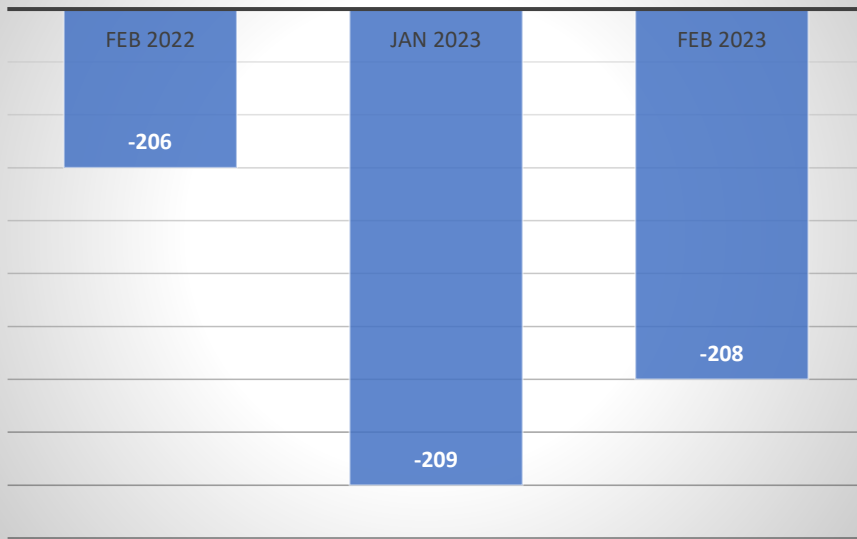
GPCD & Residential GPCD



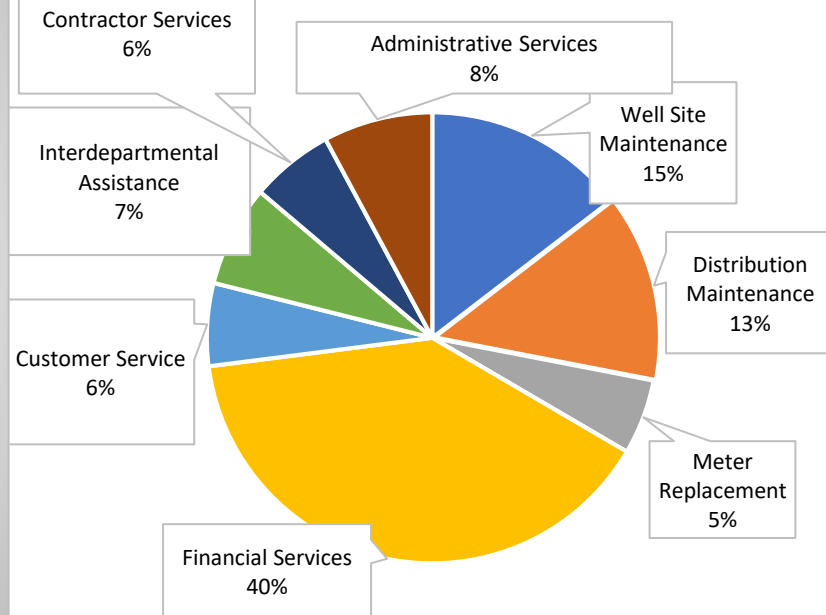
February Water Waste Tickets



**Average Standing Water Level Depth
(in feet)**

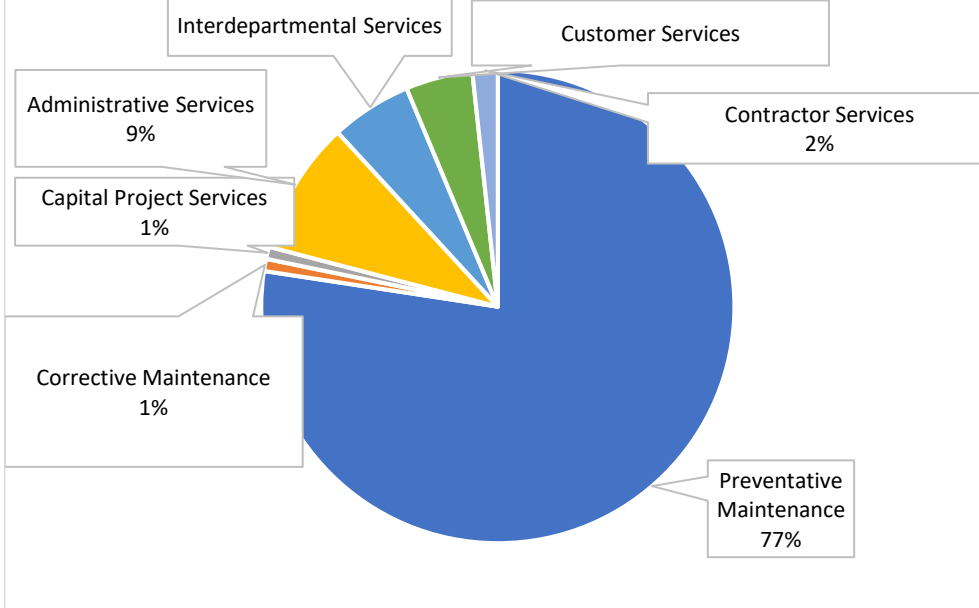


**February 2023 Water Maintenance
Man Hours**

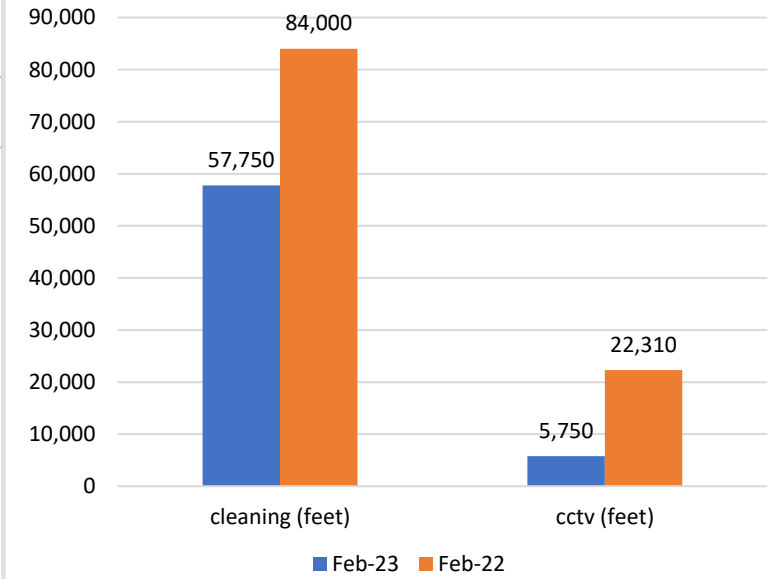


City of Tulare Sewer Collections/Solid Waste – February 2023 Dashboard

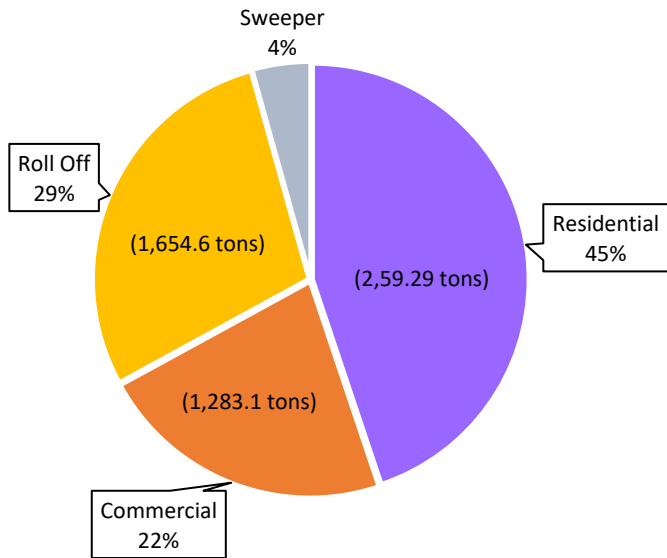
Sewer Collections Man Hour Distribution



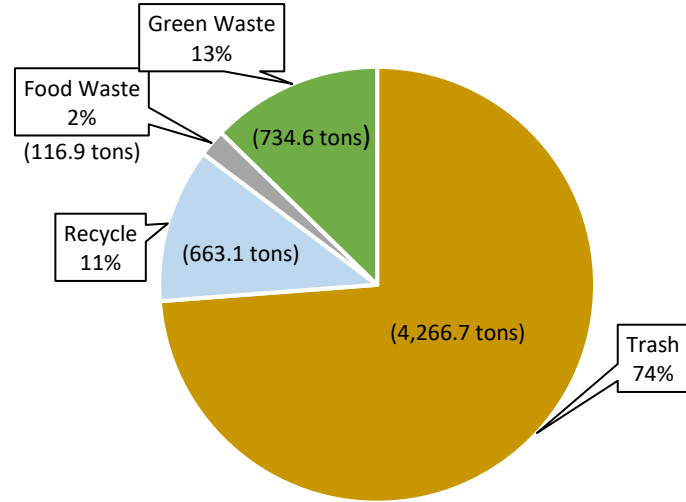
Linear Maintenance Footage



Tonnage by Division

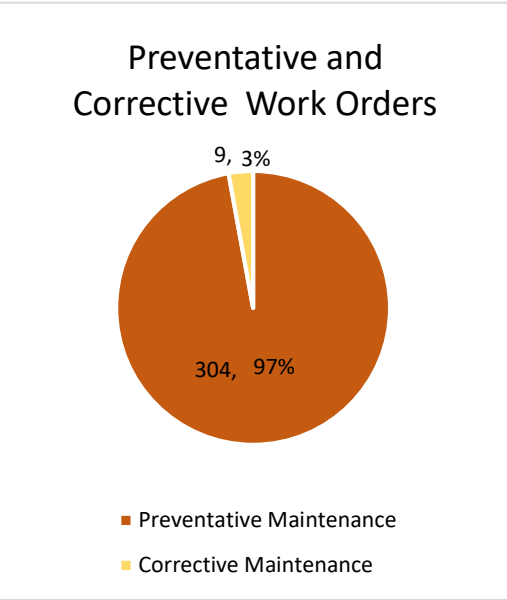
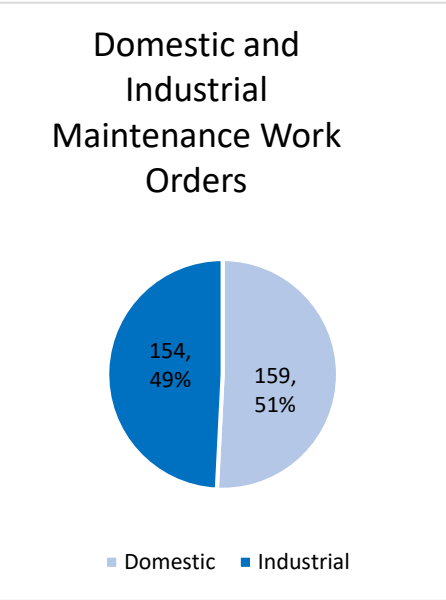


Tonnage by Type

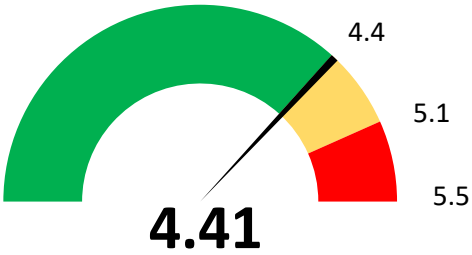


**City of Tulare WWTP Division
February 2023 Dashboard**

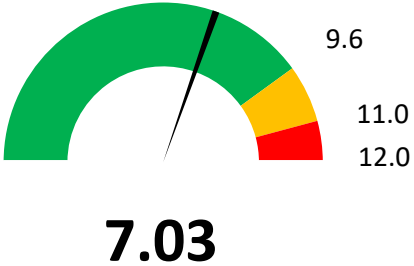
Compliance			
	BOD	TSS	Nitrogen
	<40mg/l	<40mg/l	<13mg/l
Efficiency	98.8%	98.3%	78.9%
Sample Avg (mg/l)	24.0	14.0	24.75



Domestic Influent Daily Average (MG)



Industrial Influent Daily Average (MG)





Staff Report

Meeting: Board of Public Utilities Commissioners

Date: February 16, 2023

Item #:
Consent 3

Department: Finance

Submitted by: J. Diego Ibanez, Chief Financial Officer

Agenda Title: Monthly Investments Report

RECOMMENDED ACTION

Accept the monthly investments report for February 2023.

SUMMARY

The investment report for February 2023 is submitted for Board review and acceptance.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item did not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. February 2023 Investments Report

Reviewed/Approved: _____

CITY OF TULARE
SUMMARY TREASURER'S REPORT
SUMMARY OF ALL INVESTMENTS
February 28, 2023

<u>TYPE OF INVESTMENT</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>CURRENT YIELD</u>	<u>BOOK VALUE % OF TOTAL</u>
UNRESTRICTED INVESTMENTS - SEE PAGE 2	218,308,418	200,566,045	0.717%	94.32%
RESTRICTED INVESTMENTS - SEE PAGE 3	13,135,906	13,135,906	N/A	5.68%
TOTAL INVESTMENTS	<u>231,444,324</u>	<u>213,701,951</u>	N/A	<u>100.00%</u>

Note: The City's financial statements will report market values, not book values, at June 30 each year.

I certify that this report reflects all City investments and complies with the investment policy of the City of Tulare as approved by City Council. Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditures for the next six months.

Presented to the City Council on March 21, 2023.

Presented to the Board of Public Utility Commissioners on March 16, 2023.

Respectfully submitted, J. Diego Ibanez, Chief Financial Officer



 Date

3/9/2023

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF UNRESTRICTED INVESTMENTS
February 28, 2023

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED	BOOK
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		GAIN/(LOSS):	EARNINGS:	VALUE
					PAR VALUE		THIS MONTH	ANNUAL	% OF
							LAST MONTH	THIS MONTH	U/I~
Petty Cash	N/A	N/A	N/A	N/A	N/A	12,900	N/A	N/A	0.01%
		N/A	None			12,900	N/A	N/A	
Checking Account - City	Wells Fargo Bank	N/A	N/A	N/A	N/A	25,060,283	N/A	N/A	11.48%
		On Demand	None			25,060,283	N/A	N/A	
						Balance per bank is \$			
Local Agency Investment Fund (LAIF)	State of California	Various	N/A	N/A	N/A	35,367,179	(397,756)	129,090	16.20%
		On Demand	0.365%		*	34,969,423	(61,973)	10,758	
Sub-Total			N/A	N/A		60,440,362	(397,756)	129,090	27.69%
			0.215%			60,042,606	(61,973)	10,758	
Fixed Income Investments	Various (See page 4-7)		N/A	N/A		Per BNY WTC 157,868,056	(17,344,617)	1,308,760	72.31%
Investments in Safekeeping With BNY Western Trust Company			0.880%			140,523,439	(15,034,607)	109,063	
TOTAL UNRESTRICTED INVESTMENTS			N/A	N/A		218,308,418	(17,742,373)	1,437,850	100.00%
			0.717%			200,566,045	(15,096,580)	119,821	

* LAIF market values are based on the most currently available amortized cost information - March 31, 2022:

0.988753538

~ U/I = Unrestricted Investments

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF RESTRICTED INVESTMENTS
February 28, 2023

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	ACQUISITION DATE	MATURITY DATE	STATED INTEREST RATE	PAR VALUE	BOOK VALUE	MARKET VALUE	BALANCES AS-OF DATE
Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):								
2018 Lease Revenue and Refunding Bonds (Account No. 244938000)								
First American Govt Fd	U.S. Bank Trust	Various	On Demand	Various	N/A	3,405,811	3,405,811	10-30-22
				Reserve Fund		<u>3,405,811</u>	<u>3,405,811</u>	
2015 Sewer Revenue Refunding Bonds (Account No. 2615940000)								
First American Govt Fd	U.S. Bank Trust	Various	On Demand	Various	N/A	17	17	10-31-22
First American Govt Fd	U.S. Bank Trust			Various	N/A	49,321	49,321	08-31-22
				Reserve Fund				
Investment Repurchase GIC	Bayerische Landesbank	11-15-15	11-15-25	1.960%	N/A	5,032,685	5,032,685	10-
				Reserve Fund		<u>5,082,023</u>	<u>5,082,023</u>	10-31-22
2016 Sewer Revenue Refunding Bonds (Account No. 231687000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,107,100	1,107,100	10-31-22
						<u>1,107,100</u>	<u>1,107,100</u>	
2020 Sewer Revenue Refunding Bonds (Account No. 230396000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	16,302	16,302	10-31-22
						<u>16,302</u>	<u>16,302</u>	
2017 Water Revenue Bonds (Account No. 219189000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,107,100	1,107,100	10-31-22
						<u>1,107,100</u>	<u>1,107,100</u>	
2020 Water Revenue Bonds (Account No. 250953000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	648,388	648,388	10-31-22
						<u>648,388</u>	<u>648,388</u>	
2017 Successor Agency Tax Allocation Bonds - Series A & B (Account No. 24534600)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,769,182	1,769,182	10-31-22
						<u>1,769,182</u>	<u>1,769,182</u>	
TOTAL RESTRICTED INVESTMENTS				<i>Book Value % of Total Investments =</i>	5.68%	<u><u>13,135,906</u></u>	<u><u>13,135,906</u></u>	

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS
February 28, 2023

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		GAIN/(LOSS):	EARNINGS:
							THIS MONTH	ANNUAL
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS</u>								
						Per BNY WTC		
Federal Farm Credit Bks Funding Corp		06-17-20		0.580%	2,000,000	2,000,000	(116,740)	11,600
	3133ELJ47	06-17-24	C	0.600%		1,883,260	(109,320)	967
Federal National Mortgage Assn		08-25-20		0.520%	2,000,000	2,000,000	(171,600)	10,400
	3136G4T52	02-25-25	C	0.550%		1,828,400	(152,040)	867
Federal National Mortgage Assn		08-27-20		0.600%	2,000,000	2,000,000	(184,820)	12,000
	3136G4U50	05-27-25	C	0.630%		1,815,180	(161,320)	1,000
Federal Home Loan Mtg Corp		06-03-20		0.750%	2,000,000	2,000,000	(178,700)	15,000
	3134GVVX3	05-28-25	C	0.780%		1,821,300	(154,940)	1,250
Federal Home Loan Mtg Corp		06-10-20		0.700%	2,000,000	2,000,000	(177,260)	14,000
	3134GVB56	06-10-25	C	0.740%		1,822,740	(159,980)	1,167
Federal Home Loan Banks		06-24-20		0.750%	868,056	868,056	(78,212)	6,510
	3130AJRE1	06-24-25	C	0.790%		789,844	(69,272)	543
Federal Home Loan Mtg Corp		06-30-20		0.800%	2,000,000	2,000,000	(182,900)	16,000
	3134GVT65	06-30-25	C	0.850%		1,817,100	(158,040)	1,333
Federal National Mortgage Assn		07-15-20		0.730%	2,000,000	2,000,000	(188,720)	14,600
	3136G4YU1	07-15-25	C	0.770%		1,811,280	(163,400)	1,217
Federal National Mortgage Assn		08-26-20		0.500%	2,000,000	2,000,000	(197,380)	10,000
	3136G42E2	08-26-25	C	0.530%		1,802,620	(173,700)	833
Federal Home Loan Mtg Corp		09-30-20		0.500%	2,500,000	2,500,000	(257,700)	12,500
	3134GWUE4	09-30-25	C	0.540%		2,242,300	(231,175)	1,042
Federal Home Loan Mtg Corp		09-30-20		0.520%	2,500,000	2,500,000	(254,825)	13,000
	3134GWUV6	09-30-25	C	0.560%		2,245,175	(229,925)	1,083
Federal Home Loan Mtg Corp		10-02-20		0.550%	3,000,000	3,000,000	(304,110)	16,500
	3134GWX43	10-02-25	C	0.590%		2,695,890	(274,290)	1,375
Federal Home Loan Mtg Corp		10-15-20		0.550%	3,000,000	3,000,000	(307,260)	16,500
	3134GWXX9	10-15-25	C	0.590%		2,692,740	(277,020)	1,375

- CONTINUED ON PAGE 5 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
February 28, 2023

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS):	EARNINGS:
								THIS MONTH	ANNUAL
								LAST MONTH	THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u>									
			**				Per BNY WTC		
Federal Home Loan Mtg Corp		10-15-20		0.530%	3,000,000	3,000,000		(308,730)	15,900
	3134GWY34	10-15-25	C	0.570%		2,691,270		(278,520)	1,325
Federal National Mortgage Assn		10-20-20		0.580%	3,000,000	3,000,000		(317,280)	17,400
	3135G06A6	10-20-25	C	0.620%		2,682,720		(275,820)	1,450
Federal Farm Credit Bks Funding Corp		10-21-20		0.520%	2,500,000	2,500,000		(268,275)	13,000
	3133EMDZ2	10-21-25	C	0.560%		2,231,725		(233,825)	1,083
Federal Farm Credit Bks Funding Corp		10-22-20		0.530%	2,500,000	2,500,000		(267,875)	13,250
	3133EMEC2	10-22-25	C	0.570%		2,232,125		(233,375)	1,104
Federal Home Loan Mtg Corp		10-27-20		0.625%	3,000,000	3,000,000		(315,690)	18,750
	3134GW3X2	10-27-25	C	0.670%		2,684,310		(273,840)	1,563
Federal Home Loan Mtg Corp		10-28-20		0.600%	2,000,000	2,000,000		(204,520)	12,000
	3134GW3Z7	10-28-25	C	0.640%		1,795,480		(183,980)	1,000
Federal Home Loan Mtg Corp		10-29-20		0.570%	3,000,000	3,000,000		(309,240)	17,100
	3134GWZL3	10-29-25	C	0.610%		2,690,760		(278,460)	1,425
Federal Home Loan Mtg Corp		11-10-20		0.610%	3,000,000	3,000,000		(319,800)	18,300
	3134GW6S0	11-10-25	C	0.650%		2,680,200		(285,180)	1,525
Federal Home Loan Mtg Corp		11-12-20		0.600%	2,000,000	2,000,000		(214,120)	12,000
	3134GXAP9	11-12-25	C	0.640%		1,785,880		(190,920)	1,000
Federal Home Loan Mtg Corp		11-25-20		0.625%	3,000,000	3,000,000		(322,260)	18,750
	3134GXCS1	11-25-25	C	0.660%		2,677,740		(286,920)	1,563
Federal Home Loan Mtg Corp		11-30-20		0.650%	2,000,000	2,000,000		(213,740)	13,000
	3136GXFA7	11-26-25	C	0.700%		1,786,260		(190,120)	1,083
Federal Home Loan Mtg Corp		12-01-20		0.620%	1,500,000	1,500,000		(162,525)	9,300
	3134GXDM3	12-01-25	C	0.670%		1,337,475		(140,685)	775
Federal Farm Credit Bks Funding Corp		12-17-20		0.540%	2,500,000	2,500,000		(279,100)	13,500
	3133EMKT8	12-17-25	C	0.580%		2,220,900		(242,425)	1,125

- CONTINUED ON PAGE 6 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
February 28, 2023

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		BOOK VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		PAR VALUE	MARKET VALUE
							THIS MONTH	ANNUAL
							LAST MONTH	THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u>								
						Per BNY WTC		
Federal Home Loan Mtg Corp		12-17-20		0.625%	2,000,000	2,000,000	(213,580)	12,500
	3134GXFV1	12-17-25	C	0.670%		1,786,420	(189,400)	1,042
Federal Home Loan Mtg Corp		12-23-20		0.700%	3,000,000	3,000,000	(323,850)	21,000
	3134GXHD9	12-23-25	C	0.750%		2,676,150	(279,270)	1,750
Federal Home Loan Mtg Corp		01-05-21		0.550%	2,500,000	2,500,000	(287,250)	13,750
	3134GXJX3	01-05-26	C	0.590%		2,212,750	(249,825)	1,146
Federal Home Loan Mtg Corp		01-07-21		0.520%	2,000,000	2,000,000	(226,120)	10,400
	3134GXJZ8	01-07-26	C	0.560%		1,773,880	(201,760)	867
Federal Home Loan Banks		01-22-21		0.625%	2,500,000	2,500,000	(278,575)	15,625
	3130AKQ74	01-22-26	C	0.670%		2,221,425	(247,600)	1,302
Federal Home Loan Mtg Corp		01-22-21		0.550%	2,500,000	2,500,000	(283,575)	13,750
	3134G XKJ2	01-22-26	C	0.590%		2,216,425	(252,750)	1,146
Federal Home Loan Banks		01-28-21		0.600%	2,000,000	2,000,000	(225,120)	12,000
	3130AKPC4	01-28-26	C	0.640%		1,774,880	(200,260)	1,000
Federal National Mortgage Asso.		01-28-21		0.550%	2,000,000	2,000,000	(233,480)	11,000
	3135G06R9	01-28-26	C	0.590%		1,766,520	(203,040)	917
Federal Home Loan Banks		02-17-21		0.625%	3,000,000	3,000,000	(338,490)	18,750
	3130AL3S1	02-17-26	C	0.670%		2,661,510	(308,790)	1,563
Federal Home Loan Banks		02-24-21		0.600%	3,000,000	3,000,000	(358,710)	18,000
	3130AKYU4	02-24-26	C	0.640%		2,641,290	(312,420)	1,500
Federal Home Loan Banks		02-25-21		0.625%	3,000,000	3,000,000	(356,880)	18,750
	3130ALCW2	02-25-26	C	0.670%		2,643,120	(310,500)	1,563
Federal Home Loan Banks		02-26-21		0.650%	3,000,000	3,000,000	(355,080)	19,500
	3130AKZ25	02-26-26	C	0.700%		2,644,920	(308,640)	1,625
Federal Home Loan Banks		03-10-21		0.800%	3,000,000	3,000,000	(331,830)	24,000
	3130ALFS8	03-10-26	C	0.860%		2,668,170	(293,430)	2,000

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CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
February 28, 2023

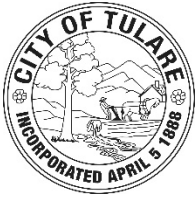
TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		GAIN/(LOSS):	EARNINGS:
							THIS MONTH	ANNUAL
					PAR VALUE		LAST MONTH	THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u>								
						Per BNY WTC		
Federal Home Loan Banks		03-30-21		1.030%	2,500,000	2,500,000	(264,375)	25,750
	3130ALKQ6	03-30-26	C	1.090%		2,235,625	(231,300)	2,146
Federal Home Loan Banks		04-22-21		1.100%	2,500,000	2,500,000	(271,900)	27,500
	3130ALXV1	04-22-26	C	1.160%		2,228,100	(230,675)	2,292
Federal Home Loan Banks		06-30-21		1.000%	3,000,000	3,000,000	(346,170)	30,000
	3130AMWU2	06-30-26	C	1.060%		2,653,830	(293,850)	2,500
Federal Home Loan Banks		07-13-21		1.020%	3,000,000	3,000,000	(352,860)	30,600
	3130AN2L3	07-13-26	C	1.080%		2,647,140	(300,030)	2,550
Federal Home Loan Banks		07-29-21		1.125%	3,000,000	3,000,000	(346,860)	33,750
	3130AN4R8	07-29-26	C	1.190%		2,653,140	(292,890)	2,813
Federal Home Loan Banks		08-24-21		1.050%	3,000,000	3,000,000	(360,570)	31,500
	3130ANFT2	08-24-26	C	1.120%		2,639,430	(306,120)	2,625
Federal Home Loan Banks		08-26-21		0.900%	2,500,000	2,500,000	(312,600)	22,500
	3130ANLZ1	08-26-26	C	0.960%		2,187,400	(267,325)	1,875
Federal Home Loan Banks		08-27-21		1.050%	2,500,000	2,500,000	(301,000)	26,250
	3130ANM56	08-27-26	C	1.110%		2,199,000	(255,475)	2,188
Federal Home Loan Banks		09-28-21		1.100%	3,000,000	3,000,000	(360,870)	33,000
	3130ANUX6	09-28-26	C	1.170%		2,639,130	(304,800)	2,750
Federal Home Loan Banks		09-28-21		0.900%	3,000,000	3,000,000	(380,190)	27,000
	3130ANXS4	09-28-26	C	0.960%		2,619,810	(324,540)	2,250
Federal Home Loan Banks		09-30-21		1.000%	3,000,000	3,000,000	(370,980)	30,000
	3130ANXU9	09-30-26	C	1.030%		2,629,020	(314,910)	2,500
Federal Home Loan Banks		09-30-21		0.950%	2,500,000	2,500,000	(313,175)	23,750
	3130ANYR5	09-30-26	C	1.010%		2,186,825	(266,575)	1,979
Federal Home Loan Banks		10-21-21		1.000%	2,500,000	2,500,000	(306,525)	25,000
	3130APCD5	10-21-26	C	1.060%		2,193,475	(266,875)	2,083

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**CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
February 28, 2023**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS):	EARNINGS:
								THIS MONTH	ANNUAL
								LAST MONTH	THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u>									
							Per BNY WTC		
Federal Home Loan Bks		10-26-21	**	1.250%	3,000,000	3,000,000		(351,450)	37,500
	3130APJ55	10-26-26	C	1.310%		2,648,550		(298,500)	3,125
Federal Home Loan Bks		10-26-21		1.125%	3,000,000	3,000,000		(363,720)	33,750
	3130APJB2	10-26-26	C	1.190%		2,636,280		(306,540)	2,813
Federal Home Loan Bks		10-28-21		1.250%	3,000,000	3,000,000		(351,870)	37,500
	3130APDQ5	10-28-26	C	1.320%		2,648,130		(294,270)	3,125
Federal Home Loan Bks		10-28-21		1.100%	2,000,000	2,000,000		(244,420)	22,000
	3130APFQ3	10-28-26	C	1.170%		1,755,580		(206,200)	1,833
Federal Home Loan Bks		10-28-21		1.120%	2,000,000	2,000,000		(243,100)	22,400
	3130APFR1	10-28-26	C	1.190%		1,756,900		(204,860)	1,867
Federal Home Loan Bks		10-28-21		1.050%	2,000,000	2,000,000		(247,700)	21,000
	3130APFU4	10-28-26	C	1.120%		1,752,300		(209,560)	1,750
Federal Home Loan Bks		11-16-21		1.375%	2,500,000	2,500,000		(279,850)	34,375
	3130APLP8	11-16-26	C	1.440%		2,220,150		(231,625)	2,865
Federal Home Loan Bks		11-18-21		1.375%	3,000,000	3,000,000		(336,210)	41,250
	3130APNK7	11-18-26	C	1.440%		2,663,790		(278,250)	3,438
Federal Home Loan Bks		11-23-21		1.450%	3,000,000	3,000,000		(329,700)	43,500
	3130APPL3	11-23-26	C	1.510%		2,670,300		(271,500)	3,625
Federal Home Loan Bks		12-17-21		1.600%	2,000,000	2,000,000		(215,440)	32,000
	3130APXT7	12-17-26	C	1.670%		1,784,560		(175,660)	2,667
Federal Home Loan Bks		03-29-22		2.350%	2,000,000	2,000,000		(177,160)	47,000
	3130ARA68	03-29-27	C	2.390%		1,822,840		(136,100)	3,917
TOTAL FIXED INCOME INVESTMENTS				N/A	N/A	157,868,056		(17,344,617)	1,308,760
**All are in safekeeping with BNY Western Trust Company				0.880%		140,523,439		(15,034,607)	109,063

~ U/I = Unrestricted Investments



Staff Report

Meeting: Board of Public Utilities Commissioners

Date: March 16, 2023

Item #:
General Business 1

Department: Engineering Services - Project Management

Submitted by: Michael Powers, Project Manager

Agenda Title: Award Contract for the Construction of Well 4-3.

RECOMMENDED ACTION

Award a contract for the construction (drilling and development) of Well 4-3 at Bardsley and So. K Street (Project WT0040) to Anthony J Prieto Water Well Drilling, Inc. of Selma, CA in the amount of \$621,945.00 and authorize the City Manager to approve contract change orders in the amount not to exceed 10% (\$62,195.00) of the contract award amount.

SUMMARY

In March of 2016 the State Water Resources Control Board (SWRCB), in order to resolve long standing water quality issues, directed the City of Tulare to provide potable water to the Pratt Mutual Water System (Matheny Tract). As part of the Pratt Water System consolidation process, the State authorized a funding grant through the State Water Revolving Fund (SRF), Drinking Water Construction Loan program for the construction and equipping of a new water supply well and additional piping to loop Well 14 to the Pratt Water System.

In 2017, a test well was drilled at this site to ensure water quality and quantity met City and State standards. The City's hydrogeologist, Kenneth D. Schmidt and Associates, oversaw the drilling and concluded that a new well could be developed at the site at a depth of 600 feet and an estimated yield up to 1,100 gallons per minute (gpm). Once the site was confirmed to have a good producing well, staff moved forward with the grant application through SWRCB. During that time, the State gave the City approval to proceed with the design and specifications. The funding agreement with SWRCB was signed in April 2022 and staff is now able to move forward with construction of the projects.

The City has prepared two Requests for Bids (RFB). The first RFB 23-776 to accomplish the well construction (drilling and development) and a separate RFB 23-777, (which closes March 23, 2023) for the construction and equipping of the well site and the 2,800 feet of water main line to loop Well 14 to the water distribution system at Pratt / Matheny tract.

Requests for Bids No. 23-776 for the construction (drilling and development) of well 4-3 at the south west corner of Bardsley and South K Street was advertised on 1/30/2023 and 2/7/2023, and bids were opened on February 23, 2023.

The City received two (2) bids:

- | | |
|--|--------------|
| • Anthony J Prieto Water Well Drilling, Inc. | \$621,945.00 |
| • Zim Industries, Inc. | \$735,580.00 |

The bids were evaluated to determine if they were responsive to the requirements and instructions contained in the bid documents. It has been determined that Anthony J. Prieto

Water Well Drilling, Inc. submitted the lowest responsive bid and possesses a current and active C57 Well Drilling Contractor's License issued by the State of California.

FISCAL IMPACT & FUNDING SOURCE(S)

In April 2022, the City entered into a funding agreement for a 100% forgivable loan with the State of California for funding of the new well 4-3 and the extension of the water main (Agreement D2102014). The project funding amount from the State is \$4,276,440 and accounting for the project will be contained in project WT0040-050.

LEGAL REVIEW

This project was previously reviewed by legal counsel.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

Denial of the project would result, ultimately, in a deficit of water production for the City of Tulare water system and the loss of funding from the State Revolving Fund.

ATTACHMENTS

1. Bid Proposal-Anthony J. Prieto Water Well Drilling, Inc.
2. RFB 23-776

Reviewed/Approved: _____



**BID PROPOSAL and
SPECIFICATIONS FOR:**

**CONSTRUCTION OF MUNICIPAL WELL 4-3 AT
'K' STREET AND BARDSLEY AVENUE**

CITY OF TULARE, CALIFORNIA

PROJECT NO: WT0040

RFB: #23-776

BID OPENING DATE: MARCH 2, 2023

CONTACT PERSON:

Michael Powers, Project Manager

411 East Kern Avenue

Tulare, CA 93274-4257

(559) 684-4233 – (559) 685-5631 Fax

A. Clean Air and Water Pollution Control Certification

CLEAN AIR AND WATER POLLUTION CONTROL CERTIFICATION
(AIR: 42 U.S.C. § 7401 et seq.,
WATER: 33 U.S.C. § 1251 et seq; 49 CFR, Part 18, Section 18.36)

To Accompany Proposal

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: Anthony J. Prieto Water Well Drilling, Inc.
Business Address: 891 S. Golden State Blvd. Selma, CA 93662
Signature: Anthony J. Prieto
Name of Signing Official: Anthony J. Prieto
Title of Signing Official: owner / President
Date: 2-24-23
Company Seal:

B. Lobbying Restrictions Certification

LOBBYING RESTRICTIONS CERTIFICATION
(FOR AWARDS OF \$100,000 OR MORE)
(31 U.S.C. § 1352; 24 CFR Part 87 as amended by 2 U.S.C § 1601, et seq.)

To Accompany Proposal

The undersigned certifies, to the best of his knowledge and belief, that:

(1) 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 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, 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.

(3) The undersigned shall require that the language of this certification to be included in the award documents for all sub awards at all tiers (including SUBBIDDERS, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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 (if the award is \$100,000 or more) imposed by Section 1352, Title 31, U.S. Code, as amended by 2 U.S.C. 1601, et seq.. Any persons who fail 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.

Company: Anthony J. Prieto Water Well Drilling, Inc.
Business Address: 891 S. Golden State Blvd. Selma, CA 93662
Signature: Anthony J. Prieto
Name of Signing Official: Anthony J. Prieto
Title of Signing Official: Owner / President
Date: 2-24-23
Company Seal:

C. Debarment and Suspension Certification

PROJECT: CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET AND WEST BARDSLEY AVENUE
CITY OF TULARE
PROJECT: WT0040

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder A.P., proposed subcontractors APC; under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

() No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid/Contract. Signing the Bid/Contract on the signature portion thereof shall also constitute signature of the Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Company (Bidder/Subcontractor): Anthony J. Prieto Water Well Drilling, Inc.

Business Address: 891 S. Golden State Blvd. Selma, CA 93662

Signature: Anthony J. Prieto Date: 2-24-23

Name of Signing Official: Anthony J. Prieto

Title of Signing Official: Owner / President

D. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

To Accompany Proposal

TO: THE CITY OF TULARE

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done:

CITY OF TULARE

PROJECT: CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET AND WEST BARDSLEY AVENUE

PROJECT NO: WT0040

Proposer's Name: Anthony J. Prieto Water Well Drilling, Inc.

Signature of Proposer: Anthony J. Prieto

Title: Owner / President

Business Address: 891 S. Golden State Blvd Selma, CA 93662

Place of Residence: 801 S. Golden State Blvd. Selma, CA 93662

Subscribed and sworn to before me this 24th day of February, 2023.

M.E. Ellis Notary Public in and for the County of Fresno, State of California.

My commission expires: Feb 10, 2024

M.E. Ellis



F. Equal Employment Opportunity Compliance Certificate

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Tulare, the consultant agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the Contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the consultant may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The Contractor hereby certifies that it does not or will not maintain segregated facilities nor permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Anthony J. Prieto Water
Name of Firm
Well Drilling,
Inc.

Anthony J. Prieto
Authorized Signature

2-24-23
Date

G. Prevailing Wages Certificate

CITY OF TULARE
PROJECT: CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET
AND WEST BARDSLEY AVENUE
PROJECT NO: WT0040

CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATIONS
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES

All contractors and subcontractors shall give the following certifications to the Owner and forward this certification to the Owner within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the state prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."

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

C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor/subcontractor shall forfeit, as a penalty, twenty-five dollars for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

Anthony J. Prieto Water Well Drilling, Inc. / Anderson Pump Company
(Contractor) Subcontractor (Subcontractor)

By: Anthony J. Prieto
(Signature)

Typed Name: Anthony J. Prieto

Title: Owner / President

BID PROPOSAL

**City of Tulare RFB # 23-776
CONSTRUCTION OF MUNICIPAL WELL AT
'K' STREET AND BARDSLEY AVENUE**

BID SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization, Demobilization, Permitting, and Cleanup (maximum \$10,000.00)	LUMP SUM			\$ <u>10,000.00</u>
2.	Drill 50-Foot Deep 38-Inch Diameter Hole, Furnish and install 50 Feet of 30-Inch O.D. x 5/16-Inch Wall Conductor Casing, and Grout in Place	50	LF	\$ <u>900.00</u>	\$ <u>45,000.00</u>
3.	Drill 28-Inch Diameter Hole and Conduct Geophysical Logging	600	LF	\$ <u>450.00</u>	\$ <u>270,000.00</u>
4.	Furnish and Install 16-5/8-Inch O.D. x 3/8-Inch Wall Blank HSLA Steel Casing	340	LF	\$ <u>240.00</u>	\$ <u>81,600.00</u>
5.	Furnish and Install 16-5/8-Inch O.D. x 5/16-Inch Wall "FulFlo" Louvered HSLA Steel Casing	240	LF	\$ <u>260.00</u>	\$ <u>62,400.00</u>
6.	Furnish and Install 16-5/8-Inch O.D. x 3/8-Inch Wall Blank HSLA Steel Casing – Compression Section	20	LF	\$ <u>206.00</u>	\$ <u>4,120.00</u>
7.	Compression Section HSLA (20 LF)	LUMP SUM			\$ <u>9,560.00</u>
8.	Furnish and Install 3-Inch Diameter Gravel Feed Tube	325	LF	\$ <u>25.00</u>	\$ <u>8,125.00</u>
9.	Furnish and Install 2-Inch Diameter Access Tube (Sounding Tube) with 20 LF Compression Section	460	LF	\$ <u>35.00</u>	\$ <u>16,100.00</u>
10.	Furnish and Install Gravel Envelope	280	LF	\$ <u>50.00</u>	\$ <u>14,000.00</u>
11.	Furnish and Install Annular Seal	320	LF	\$ <u>80.00</u>	\$ <u>25,600.00</u>
12.	Conduct Preliminary Well Development by Airlifting and Swabbing	48	Hours	\$ <u>500.00</u>	\$ <u>24,000.00</u>
13.	Conduct Well Development by Pumping and Surging	48	Hours	\$ <u>700.00</u>	\$ <u>33,600.00</u>
14.	Conduct Test Pumping	22	Hours	\$ <u>700.00</u>	\$ <u>15,400.00</u>
15.	Conduct Television Survey	LUMP SUM			\$ <u>2,500.00</u>
TOTAL BID					\$ <u>621,945.00</u>

The Total Bid Amount is (in words):

Six hundred twenty-one thousand, nine hundred forty-five Dollars and *zero* cents.

ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS

CF	-	Cubic Foot (Feet)	SACK(S)	-	Sack(s)
CY	-	Cubic Yard(s)	STAYD	-	Station Yard(s)
EA	-	Each	SF	-	Square Foot (Feet)
LB(s)	-	Pound(s)	SY	-	Square Yard(s)
LF	-	Linear Foot (Feet)	TN	-	Ton(s)
LS	-	Lump Sum	MGAL	-	Million Gallon(s)
(F)	-	Final Pay Quantity*	(S)	-	Specialty Item
(S-F)	-	Specialty Item and Final Pay Quantity*	(F&I)	-	Furnish and Install

Bids are required for the entire work. Bids will be compared on the basis of the Total Base Bid amount. The project will be awarded to the lowest responsible, responsive bidder.

The bidder shall set forth for each item of work, in clearly legible figures, total for the item in the respective spaces provided for this purpose. The "Total" column shall be the sum of all unit prices bid. If the total cost of any item, or the total bid, is inconsistent with the Unit Cost, or the sum of the Unit Costs, the Unit Costs shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (10) days not including Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Accompanying this proposal is a Bid Security in the form of Cash, Certified Check or Bid Bond amount that equals at least ten percent (10%) of the total amount of the base bid.

BIDDER: Anthony J. Prieto Water Well Drilling, Inc.

The names of all persons interested in the foregoing proposals 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 interested person is an individual, state first and last name in full.

Anthony J. Prieto Water Well Drilling, Inc.

Anthony J. Prieto - President

Pamela Prieto - Secretary, Treasurer

Licensed in accordance with an act providing for the registration of Contractors,

Class 57 License No. 931591

Contractor's DIR Registration Number: 1000949485

By Anthony J. Prieto
Signature of Bidder

2-24-23
Dated

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and 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 bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: 891 S. Golden State Blvd. Selma, CA 93662

MAILING ADDRESS: 891 S. Golden State Blvd. Selma, CA 93662

BUSINESS PHONE: (559) 896-4879

CONTACT NAME: Pamela Prieto

CONTACT EMAIL: ajwell@att.net

END OF SECTION

BIDDER'S LIST OF SUBCONTRACTORS

CITY OF TULARE
PROJECT: CONSTRUCTION OF MUNICIPAL WELL AT 'K' STREET AND BARDSLEY
AVENUE
PROJECT NO: WT0040

BIDDER: Anthony J. Prieto Water Well Drilling, Inc.

SUBCONTRACTORS

The bidder hereby designates below the names and business addresses of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

SUBCONTRACTOR 1: Anderson Pump Company

Business Address: P.O. Box 986 Chowchilla, CA 93610

Class: C 61/D 21 License No. 262286 DIR No. 10000 24140

Item No. or Description of Work: Item # 13 and # 14

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 2: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 3: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 4: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 5: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 6: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 7: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 8: _____
Business Address: _____
Class: _____ License No. _____ DIR No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER:

Contact names and phone numbers must be current and verifiable

References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number, the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

1. Five (5) reverse rotary, large capacity (> 1,200 gpm) municipal wells completed to a depth of 700 feet within the last five (5) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: City of Hughson Well #7 Replacement Project Well Construction Well #1

Location: 250' East of Tully Road 3200 Tully Road

Owner: City of Hughson

Contact: Cort Abney Phone: 916 806 3970 Email: cort@H2O engr.com

Owner's Engineer: Shoreline Environmental Engineering

Owner's Construction Manager: Cort Abney Phone: 916-806-3970

Description of Project, Scope of Work Performed: Water Well Construction

Performed Work as: Prime Contractor Sub-Contractor

Total Construction Contract Amount: \$ 445,695.00

Total Construction Contract Change Orders: \$ 22,950.00

Scheduled Completion Date: November 14, 2019 Actual Completion Date: November 14, 2019

Extension Time Granted (Number of Working Days): 21 Days

Number of and Type of call backs to repair defective work: None

Was a Maintenance Bond Required? No If so, how many years?: -

Note: The City of Tulare reserves the right to check all other sources available

(Use additional sheets as necessary to provide complete responses)

REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER:

Contact names and phone numbers must be current and verifiable

References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number, the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

1. Five (5) reverse rotary, large capacity (> 1,200 gpm) municipal wells completed to a depth of 700 feet within the last five (5) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: City of Hughson Well #2 Replacement Project Well Construction Well # 2

Location: SE Corner of Tully RD and Roeding Park (1800 Tully Road)

Owner: City of Hughson

Contact: Cort Abney Phone: 916 806 3970 Email: Cort@H2Oengr.com

Owner's Engineer: Shoreline Environmental Engineering

Owner's Construction Manager: Cort Abney Phone: 916-806-3970

Description of Project, Scope of Work Performed: Water Well Construction

Performed Work as: Prime Contractor Sub-Contractor

Total Construction Contract Amount: \$ 554,305.00

Total Construction Contract Change Orders: \$ 13,450.00

Scheduled Completion Date: January 2020 Actual Completion Date: _____

Extension Time Granted (Number of Working Days): 60 Days

Number of and Type of call backs to repair defective work: None

Was a Maintenance Bond Required? No If so, how many years?: _____

Note: The City of Tulare reserves the right to check all other sources available

(Use additional sheets as necessary to provide complete responses)

REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER:

Contact names and phone numbers must be current and verifiable

References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number, the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

1. Five (5) reverse rotary, large capacity (> 1,200 gpm) municipal wells completed to a depth of 700 feet within the last five (5) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: Construction of Municipal Well at Cartmill Ave + Mooney Blvd.

Location: Cartmill + Mooney - NW Corner

Owner: City of Tulare

Contact: Jim Funk Phone: (559) 684-4206 Email: jfunk@tulare.ca.gov

Owner's Engineer: Ken Schmidt Engineering

Owner's Construction Manager: Jim Funk Phone: (559) 684-4206

Description of Project, Scope of Work Performed: Water Well Construction

Performed Work as: Prime Contractor Sub-Contractor

Total Construction Contract Amount: \$ 183,290.00

Total Construction Contract Change Orders: \$ None

Scheduled Completion Date: 2018 Actual Completion Date: 2018

Extension Time Granted (Number of Working Days): None

Number of and Type of call backs to repair defective work: None

Was a Maintenance Bond Required? No If so, how many years?: 1

Note: The City of Tulare reserves the right to check all other sources available

(Use additional sheets as necessary to provide complete responses)

REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER:

Contact names and phone numbers must be current and verifiable

References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number, the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

1. Five (5) reverse rotary, large capacity (> 1,200 gpm) municipal wells completed to a depth of 700 feet within the last five (5) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: Okiaeville Highland Acres Mutual Water Company
Well #1 Construction

Location: Southwest Corner of Avenue 229 and Road 48

Owner: Okiaeville Highland Acres Mutual Water Company
4741 Avenue 230 Tulare, CA 93274

Contact: Herb Simmons Phone: (559) 636-1166 Email: h.simmons@ppeng.com

Owner's Engineer: Provost Pritchard

Owner's Construction Manager: Herb Simmons Phone: (559) 636-1166

Description of Project, Scope of Work Performed: Water Well Construction

Performed Work as: Prime Contractor Sub-Contractor

Total Construction Contract Amount: \$ 388,819.50

Total Construction Contract Change Orders: \$ 35,666.00

Scheduled Completion Date: June 1, 2018 Actual Completion Date: June 1, 2018

Extension Time Granted (Number of Working Days): None 0

Number of and Type of call backs to repair defective work: No Call Backs

Was a Maintenance Bond Required? No If so, how many years?: _____

Note: The City of Tulare reserves the right to check all other sources available

(Use additional sheets as necessary to provide complete responses)

REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER:

Contact names and phone numbers must be current and verifiable

References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number, the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

1. Five (5) reverse rotary, large capacity (> 1,200 gpm) municipal wells completed to a depth of 700 feet within the last five (5) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: New Production Well NO. 08 at The Fresno/Clavis Wastewater Treatment Facility

Location: 5607 W. Jensen Avenue Fresno, CA

Owner: City of Fresno

Contact: Ciro Ambriz Phone: 559-621-5600 Email: ciro.ambriz@fresno.gov

Owner's Engineer: Ken Schmidt Engineering

Owner's Construction Manager: Ciro Ambriz Phone: 559-621-5600 or (5623)

Description of Project, Scope of Work Performed: Water Well Construction

Performed Work as: Prime Contractor Sub-Contractor

Total Construction Contract Amount: \$ 591,950.00

Total Construction Contract Change Orders: \$ 0

Scheduled Completion Date: April 5, 2018 Actual Completion Date: July 17, 2018

Extension Time Granted (Number of Working Days): 0

Number of and Type of call backs to repair defective work: None

Was a Maintenance Bond Required? No If so, how many years?: 1

Note: The City of Tulare reserves the right to check all other sources available

(Use additional sheets as necessary to provide complete responses)

BIDDER'S BOND TO ACCOMPANY BID

We, ANTHONY J. PRIETO WATER WELL DRILLING, INC., as Principal, and Contractors Bonding and Insurance Company as Surety, are bound unto the City of Tulare, State of California, hereinafter referred to as "Obligee," in the penal sum of ten (10%) percent of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, THE Principal is submitted to the Obligee, for RFB #23-776 "CONSTRUCTION OF MUNICIPAL WELL AT 'K' STREET AND BARDSLEY AVENUE, Project No. WT0040", for which bids are to be opened at City Clerk's Office, City of Tulare on March 2, 2023.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under these Specifications, after the prescribed forms are presented to Bidder for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: February 23, 2023.

ANTHONY J. PRIETO WATER WELL DRILLING, INC.

BY: Anthony J. Prieto
Principal

Surety
Contractors Bonding and Insurance Company
By: Debbie Young
Attorney-in-fact Debbie Young

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Tulare SS

On this day _____ of _____ in the year 20____, before me _____ personally appeared _____ personally know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

CITY OF TULARE
WT0040 – CONSTRUCTION OF MUNICIPAL WELL AT
'K' STREET AND BARDSLEY AVENUE
BIDDER'S BOND TO ACCOMPANY BID

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

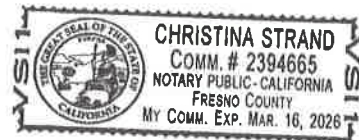
On 2-23-23 before me, Christina Strand, Notary Public
(insert name and title of the officer)

personally appeared Debbie Young
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *C Strand* (Seal)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dennis H. Pope, Debbie Young, jointly or severally

in the City of Clovis, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of June, 2018.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B.W.D.
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 6th day of June, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

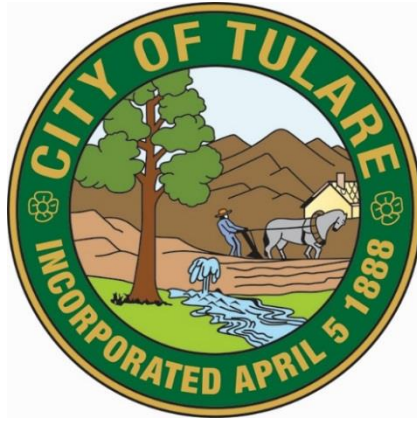
By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 23rd day of February, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



**BID PROPOSAL and
SPECIFICATIONS FOR:**

**CONSTRUCTION OF MUNICIPAL WELL 4-3 AT
'K' STREET AND BARDSLEY AVENUE**

CITY OF TULARE, CALIFORNIA

PROJECT NO: WT0040

RFB: #23-776

BID OPENING DATE: MARCH 2, 2023

CONTACT PERSON:

Michael Powers, Project Manager

411 East Kern Avenue

Tulare, CA 93274-4257

(559) 684-4233 – (559) 685-5631 Fax

CONTRACT DOCUMENTS
FOR
CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT
SOUTH 'K' STREET AND WEST BARDSLEY AVENUE
PROJECT No. WT0040
RFB #23-776

CITY OF TULARE
TULARE COUNTY, CALIFORNIA

February 2023

Trisha Whitefield, Public Works Director

Date

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NOTICE INVITING BIDS

CITY OF TULARE, CALIFORNIA
ENGINEERING DEPARTMENT

Project Name: CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH
'K' STREET AND WEST BARDSLEY AVENUE
Project Number: WT0040

Complete, signed and sealed bid proposals for the work shown upon the construction documents titled:

RFB #23-776
CITY OF TULARE, CALIFORNIA
CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET AND
WEST BARDSLEY AVENUE

Will be received at the Office of the City Clerk of the City of Tulare, 411 East Kern Avenue, Tulare, California 93274 **until 2:00 P.M., on Thursday, March 2, 2023**, at which time they will be publicly opened and read aloud. Sealed bid proposals shall clearly identify the name of the project along with the Bidder's company name, bid opening date, and "SEALED BID" on the outside of the envelope.

Bid proposals are required for the entire work described herein. No bid proposal will be received unless it is made on a proposal form included in the Bid/Contract Document titled:

CITY OF TULARE, CALIFORNIA
CONSTRUCTION OF MUNICIPAL WATER WELL AT SOUTH 'K' STREET AND WEST
BARDSLEY AVENUE

General Work Description: The work to be done consists of drilling a 600-foot deep hole using the reverse rotary drilling method, running an electric log and caliper log, and constructing, developing, and testing a 590-foot deep municipal supply well.

Plan Holder: To be considered a plan holder and to receive any Addendums or other pertinent information, bidders must register at the office of the City Clerk, 411 East Kern Avenue, Tulare CA 93274 and sign the plan holders list. Bidders must be registered on the plan holders list for their bid to be considered responsive.

Documents: Construction documents including the plans, Bid/Contract Documents can only be obtained at the office of the City Clerk, City of Tulare, 411 East Kern Avenue, Tulare, CA 93274. A non-refundable fee of \$20.00 per set will be charged. An additional fee of \$15.00 will be charged for sets mailed to perspective bidders.

An unofficial, unbound set of construction documents including plans and Bid/Contract Document are available for downloading at the City of Tulare website: www.Tulare.ca.gov

Under the "GOVERNMENT tab" sub "Departments" tab, select "Engineering" and then select "City Projects." Then select the subject project under the heading Currently Open Request for Proposals (RFPs).

Bid Security, Bonds, and Insurance: Pursuant to California Public Contract Code Section 20170, each bid proposal must be accompanied by cash, certified or cashier's check, or bidder's bond, made payable to the City of Tulare for an amount equal to at least ten (10%) of the amount of the proposal, such guarantee to be forfeited should the bidder to whom the contract is awarded fails to enter into a contract.

The successful bidder shall furnish the payment bond, performance bond, a maintenance/warranty bond, workers compensation certificate, and all other insurance requirements identified in the Bid/Contract Document.

Substitution of Securities: Pursuant to Section 22300 of the California Public Contract Code, the Contractor may request the City to make retention payments directly to an escrow agent or may substitute certain securities for money withheld by the City to ensure performance under the Contract.

Award of Contract: All proposals will be compared on the basis of the Engineer's Estimate of the work to be done and the Engineer's evaluation of bidder's performance on prior public works construction projects as cited by bidder in the bid proposal.

All bidders are invited to attend the bid opening. The results of the bid opening will be reported to the City Council (and/or Board of Public Utilities) of the City of Tulare at a regularly scheduled City Council or Board meeting. The contract will be awarded in the manner and within the time periods provided in Bid/Contract Document and as amended by the project Special Provisions and/or any Addenda.

The right is reserved by the City of Tulare to reject any and all bids, to waive any informality in the bids received, and to evaluate the bids submitted and to award the contract according to the proposal which best serves the interest of said City.

Contractor Licenses: Pursuant to California Public Contract Code Section 3300, the Contractor shall possess a valid **California Contractor's Class C57, Well Driller License** at the time this contract is awarded and shall maintain a current and valid license throughout the duration of the project. Failure to possess the specified license(s) at the time the bid is submitted shall render the bid non-responsive.

City Business Licenses: The Contractor and all subcontractors listed in the Bid/Contract Document shall have a valid City of Tulare Business License at the time the contract is executed.

Time of Completion: Contractor shall complete all work contained in the construction documents within **45 working days**.

Engineer's Estimate: The probable construction cost is estimated to be: **\$250,000**.

Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be held on Wednesday, **February 15 2023 at 10:00 AM** to entertain questions and to provide general project information. The meeting will be held at – 1021 S. J St (Well Site 4-3, S. K St and W Bardsley Ave), Tulare, California, 93274.

Non-Discrimination: The City of Tulare affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise, Minority Business Enterprise, and Women-Owned Business Enterprise will be afforded full opportunity to submit bids in

response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

This project is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Prevailing Wage Rates: Pursuant to Section 1770 through 1780 inclusive of the California Labor Code, the general prevailing wage rates in Tulare County, in which the work is to be done, have been determined by the Director of the California Department of Industrial Relations. These wage rates are set forth in the General Prevailing Wage Rates for this project, available at the City of Tulare and available from the California Department of Industrial Relations' Internet web site: <http://www.dir.ca.gov/DLSR/PWD>

It shall be mandatory upon the Contractor to who the Contract is awarded and upon any subcontractor to pay not less than the specified rates to all workers employed in the execution of the Contract. The Contractor shall cause a copy to be posted at the job site.

Project Administration: Inquiries regarding the plans, specifications, or estimate must be communicated as a bidder inquiry in writing by **5:00 PM on Wednesday, February 22, 2023**. Any such inquiries or questions submitted after this deadline will not be responded to and will not be grounds for a bid protest. Inquiries and questions shall be address to:

Michael Powers, Project Manager
411 East Kern Avenue,
Tulare, CA 93274
mpowers@tulare.ca.gov

Oral explanations or interpretations of plans and specifications are not binding. Any explanation, interpretation, or clarification of plans and specifications will be in the form of a written addendum to the plans and specifications issued to plan holders of record.

Department of Industrial Relations (DIR) Registration: The Prime Contractor and Subcontractors (as listed in the Statement of Subcontractor's Form) shall be registered and shall provide proof of current registration at the time of Bid.

The Project is subject to compliance with monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

CITY COUNCIL OF THE
CITY OF TULARE

TRISHA WHITFIELD
PUBLIC WORKS DIRECTOR
DATE: January 26,2023

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GENERAL PROVISIONS

SECTION 1: DEFINITION OF TERMS

- 1.1 **Terms:** Wherever used in the General Provisions, or in the other Construction Documents, the following terms have the meanings indicated, applicable both to gender (he/she, his/hers, him/her) and both to the singular and plural forms thereof:

AASHTO: Latest revised specifications of the American Association of State Highway and Transportation Officials.

Acceptance of Work: Date the Notice of Completion is recorded at the Office of the County Recorder, Tulare County, California.

Addenda: Written interpretation or revisions to any of the construction documents issued by the City before the bid opening.

ASTM: Latest revised specifications of the American Society for Testing Materials.

Amendment: Written or graphic instrument issued which clarifies, corrects or changes the solicitation.

Architect/Engineer: The person licensed to practice Architecture/Engineering by the State of California and who is identified as the Architect/Engineer of Record by affixing his/her seal upon the Construction Documents.

Bid Document: The document containing the General Conditions, Special Provisions, Technical Specifications, bid documents, blank contract, and forms required to bid the Project.

Bonds: Bid, performance, payment, and maintenance bonds as well as any other instruments of security.

Change Order: A document approved by the City Contract Representative and which is signed by the Contractor and the City Manager or his/her duly authorized designee and authorizes an addition, deletion, or revision to the Work, or an adjustment in the Contract Price, Completion time, issued on or after the effective date of the Contract.

City: The City of Tulare, California, a Municipal Corporation and Charter City.

City Contract Representative: The City official administering the Contract for the City of Tulare under authority of the City Engineer.

Completion Time: The number of working days agreed to by the City and Contractor for completion of the Work, which may be revised by written Change Order.

Construction: The process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real property.

Construction Documents: The documents including for construction plans; the Bid/Contract document including bid forms, the Contract, addendums, bonds and

insurance, and required forms; and approved Change Orders required to bid and construct the Project.

Contract: General Terms and Conditions, the written included/attached Construction Services Agreement and all associated Attachments, Drawings, Amendments and Change Orders executed between the City and the Contractor covering the Work to be performed.

Contract Document: The document containing the General Conditions, Special Provisions, Technical Specifications, executed Contract, Addendums, and forms required to construct the Project.

Contract Price: The amount payable by the City to the Contractor for satisfactory completion of the Work, and as specified in the Contract as may be amended by written Change Order.

Contractor: Person, firm, or corporation, duly licensed to complete the Work, specifically identified in the Contract as a party thereto with whom the City has contracted for Construction services herein.

Department: Engineering Department of the City of Tulare.

Drawings: The graphic and pictorial portions of the contract, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Engineer: City Engineer of the City of Tulare acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Field Order: Written order or directive issued by the City Contract Representative that orders non-substantial changes in the Work.

Final Completion Date: The calendar date upon which the Work is deemed one hundred percent (100%) complete, as determined by the City.

Laboratory: Designated laboratory authorized by the City of Tulare, to test materials and work involved in the contract.

Liquidated Damages: A sum set forth in the Contract documents to be deducted from any monies due the Contractor, not as a penalty, but in lieu of actual damages for late completion of the work and/or as otherwise outlined in the Contract and allowable by law.

Notice to Proceed: A written notice given by the City to the Contractor fixing the date on which the Completion time will commence and upon which the Contractor shall start to perform the Contractor's obligations under the Contract, unless otherwise specified in the Construction Services Contract in General Provisions, Section 15.

Public Inspector(s): The person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes, statutes, rules, and regulations.

Schedule of Values: A schedule submitted by Contractor setting forth the values allocated to various portions of the Work, prepared in such form and supported by such data to

substantiate its accuracy as the City Contract Representative may require. This schedule must be approved by the Engineer before the Contractor submits its first application for progress payment and shall be used as a basis for reviewing and approving payments to the Contractor.

Shop Drawings: Drawings, diagrams, illustrations, schedules, and other data specifically prepared by or for the Contractor to illustrate, in detail, how specific portions of the Work shall be fabricated and/or installed, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract, Notice to Proceed, or Change Order(s), consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

State: State of California

State Standard Plans: The State of California, California State Transportation Agency, Department of Transportation (Caltrans) Standard Plans, 2015 Edition (unless noted otherwise).

State Standard Specifications: The State of California, California State Transportation Agency, Department of Transportation (Caltrans) Standard Specifications, 2015 Edition (unless noted otherwise).

Substantial Completion: A written declaration of the date upon which the City, in its sole discretion, determines the Work is substantially complete such that the City has beneficial use and/or occupancy. Upon substantial completion, the right of the City to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within the time specified in the Construction Services Agreement.

Tulare Municipal Code/City Charter: In addition to applicable State statutes, Federal regulations and requirements, the Municipal Ordinance(s), and City Charter that govern the construction services contracting and contract administration processes, including the resolution of contract claims, disputes, and controversies.

The Work (Work): The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract, or, in the case of a job-order contract, within individual Notices to Proceed. Work is the result of performing services, furnishing labor, furnishing and incorporating materials and equipment into the construction, all as required by the Contract and/or Notice to Proceed, as appropriate.

- 1.2 **Other Terms:** Other terms appearing in the Bid/Contract Document, Standard Specifications, the General Provisions, and the Special Provisions shall have the intent and meaning specified in Section 1, "Definition of Terms" of the State Standard Specifications.

SECTION 2: BIDDING REQUIREMENTS

- 2.1 **Examination of Plans, Specifications, and Site of Work:** The bidder shall examine carefully the site of the work contemplated, the Plans, Bid/Contract Document, Special Provisions, Specifications, the Proposal, and Contract forms herein. The submission of a

bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the Proposal, Plans, Specifications, and the Contract.

Contractor shall field verify the information shown on the Plans and shall notify the Engineer of any discrepancies forty-eight (48) hours prior to commencing any work.

The Contractor must examine, at Contractor's own risk and expense, the location of all surface and subsurface structures of all character, which may require alterations in the progress of the Work. On Contractor's own behalf and at Contractor's own expense the Contractor shall make all necessary arrangements for identifying interference with existing public and private utilities structures and at Contractor's own risk and expense make the necessary alterations of such structures as required for the progress of the work. The Contractor shall give due and reasonable notice to public utilities in such a manner as to cause the least amount of inconvenience and expense.

Contractor shall field verify the location and depth of existing pipelines or utilities being crossed by the work, or which may otherwise be in conflict with the work, PRIOR to beginning construction and notify the Engineer of any discrepancies or conflicts.

2.2 **Bid Form:** All bids must be made upon blank forms to be obtained from the City. All bids must give the prices proposed, both in writing and figures, and must be signed by the bidder, with bidder's address. If an individual makes the bid then the individual's name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary, and treasurer.

2.3 **Required Listing of Subcontractors:** On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent (0.5%) of the total bid or \$10,000, whichever is greater (CA Public Contract Code, § 4100 et seq.).

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

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

2.4 **Bidder's Guarantee:** All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Tulare, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

- 2.5 **Withdrawal of Bids:** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the bid opening only by filing written request for the withdrawal with the City Clerk. The request shall be executed by the bidder or his representative. The withdrawal of a bid prior to the bid opening does not prejudice the right of the bidder to file a new bid. No bids may be withdrawn after the time fixed in the public notice for opening of bids.
- 2.6 **Rejection of Bids:** Any bid may be rejected by the City of Tulare City Council or City of Tulare Board of Public Utilities if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.

THE RIGHT IS RESERVED BY THE CITY TO REJECT ANY AND ALL BIDS

SECTION 3: CONTRACT – AWARD AND EXECUTION

- 3.1 **The Contract:** The documents in the Contract and its Attachments include the bid solicitation contents, bonds, insurance certificates, any amendments, drawings, and approved Contractor submittals.

The Contract comprises the entire agreement between the City and the Contractor concerning the Work and supersedes any prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Contract.

- 3.2 **Intent of the Contract:** The intent of the Contract is to include all labor, materials, equipment, transportation, and all other costs and expenses necessary for the proper execution and completion of the Work by the Contractor.

Notwithstanding anything in these General Provisions, full compensation for performing all work as shown, as specified, and as directed by the City is considered to be included in the various bid items, and no additional payment will be made.

The Contractor shall not take advantage of any apparent error or omission in the plans, estimated quantities or specifications. In the event Contractor discovers an error or omission after contract execution, the Contractor shall immediately notify the City Contract Representative. The City Contract Representative shall make any corrections necessary to fulfill the intent of the contract.

The Contract shall be construed in accordance with the laws of the State of California, the City of Tulare, and all laws regulating the construction of public works by the City, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein.

Materials or work described in words, which have a well- known technical or trade meaning, shall be held to refer to such recognized standards.

The organization of the Contract into divisions, sections or articles is solely for convenient reference and ease of review. Neither the headings nor divisions have any legal or contractual significance and shall not control division of the Work by the Contractor.

The Contractor shall include the cost of all reasonably anticipated utility fees, permits, licenses, etc. in each estimate or proposal submitted to City and hereby represents that all such costs have been included to the greatest extent feasible in any documents, projections, estimates, or proposals that formed the basis of negotiations and eventual execution of the Contract.

- 3.3 **Award of Contract:** The award of the contract, if it be awarded, shall be made to the responsive, responsible bidder meeting the specifications and requirements of the bid, having the lowest bid and satisfactory qualifications and performance record as determined by the City Contract Representative. Such award will be made within sixty (60) days after the opening of proposals.
1. Cost Factors: lowest responsive, responsible bid.
 2. Non-Cost Factors: The Bidder's attention is directed to the "References for Construction Projects Completed," contained in the Bid Proposal. The Bidder shall complete reference forms as directed. The City Contract Representative will check references and evaluate Bidder's performance on these projects. The City Contract Representative's evaluation of the Bidder's performance on the projects will be used in the consideration of an award of a contract. The City Contract Representative's evaluation will be based on factors including the following:
 - 2.1. Completion of construction projects within prescribed time,
 - 2.2. Experience in construction of projects of the same type of project for which the Bid Proposal is being submitted,
 - 2.3. Contract Change Order history,
 - 2.4. Ability to adhere to construction standards and requirement during the prosecution of work, and
 - 2.5. Quality of workmanship and need to repair defective work.
- 3.4 **Return of Bidder's Guaranties:** Within ten (10) working days after the award of the contract, the City Clerk will return the bid guaranties accompanying the bids which are not to be considered in making the award. All other bid guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.
- 3.5 **Contract Bonds:** The successful Contractor shall furnish two bonds required by California Public Contract Code. Each of said bonds shall be executed in a sum equal to one hundred percent (100%) of the contract price. One of the said bonds shall guarantee the faithful performance of said contract by the Contractor; and the other bond shall secure the payment of claims for labor and materials. The Contractor shall also furnish a Maintenance Bond as specified in the Special Provisions. All contract bonds shall originate from a California "Admitted Surety Insurer" listed in the Federal Register. An "Admitted Surety Insurer" is defined pursuant to California Code of Civil Procedures, Section 995.120.
- 3.6 **Execution of Contract:** Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined the Contract. The Contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) working days, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) working days after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

SECTION 4: CONTRACT – ADMINISTRATION

- 4.1 **Ownership of the Contract:** The Construction Documents, including, but not limited to, the Contract, the drawings, and Bid/Contract Documents are the property of the City and are not to be used by the Contractor or any subcontractor on other projects outside the scope of the Work without the expressed written consent of the City.
- 4.2 **Lines of Authority and Communications:** The City Manager is the City official with overall authority and responsibility for the award and administration of City Contracts. The City Manager and/or his/her designated representative, after consultation with the City Contract Representative has the ultimate authority to resolve disputes concerning Contract performance and to stop the Work whenever that stoppage may be necessary to ensure the proper execution of the Work.

The City Contract Representative is the designated representative of the particular City department for which the Work is being constructed (the "user department") or the City department which is responsible for oversight of the work.

Day-to-day administration of the Contract is the responsibility of the City Contract Representative. The City Contract Representative shall act as surveillant and technical advisor for the City.

The Contractor shall supervise and direct the Work, shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work, unless the Contract gives contradictory specific instructions concerning these matters.

Except where the Contract otherwise provides or where direct communication has been specifically authorized, the Contractor shall communicate with the City Contract Representative regarding all matters relating to the Work and the Contract. Only upon unsuccessful communication or attempts at communication shall the Contractor communicate with the City Manager or his/her designee regarding the same.

SECTION 5: SCOPE OF WORK

- 5.1 **Work to Be Done:** The work to be done consists of obtaining all permits, paying all fees, and furnishing all labor, materials, methods and processes, implements, tools, and machinery except as otherwise specified which are necessary and required to construct and put in complete order for use in the work designated in the contract, and to leave the grounds in a neat condition.
- 5.2 **Contract Prices:** Bid prices submitted shall become contract prices with the execution by all parties of the Contract Document. The bidder shall include the entire cost of the Work in the bidder's bid prices, and it is understood and agreed that there is included in such prices the cost of all permits, fees, labor, materials, equipment, and all incidental expense of whatever nature necessary to complete the work contemplated in the Construction Documents including but not limited to the plans, drawings, General Conditions, Special Provisions, and Technical Specifications and that no further payment will be made therefore, except where Change Order and/or force account work is authorized by the City Contract Representative.

- 5.3 **Alterations:** By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increases or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

The City of Tulare reserves the right to increase or decrease the quantity of any item or portion of the Work, or to omit portions of the Work as may be deemed necessary or expedient by the City Contract Representative.

- 5.4 **Extra Work and Force Account:** The City Contract Representative may order extra work or make changes by altering, adding to, or deducting from the Work via Change Order. Additionally, new and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

All Change Order work shall be performed under the same terms and conditions of the original description of the Work, except for any extension of completion times necessitated by said Change Order(s). Certified payrolls shall be submitted with each billing for extra work.

The value of any additional work ordered by the City shall be determined as follows:

- a) By estimate and acceptance in a lump sum; or
- b) By unit prices in the Construction Services Agreement or the Contract; or
- c) By a fixed fee; or
- d) By force account.

The Contractor shall do no extra work except upon written order from the City Contract Representative. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or Contractor shall be paid on force account. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss to life and/or property. The Contractor shall immediately notify the City Contract Representative of any work performed under this provision. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be reviewed and determined as provided in this section.

If the work is done on force account, the Contractor shall receive actual cost of all materials furnished by him as shown by his paid vouchers plus fifteen percent (15%). However, the City reserves the right to furnish such materials required as it deems expedient and the Contractor shall have no claim for profit on the cost of such materials.

For all labor that is necessary, the Contractor shall receive the actual amount paid for labor including benefits as shown on certified payrolls or the current prices in the locality which shall have been previously determined and agreed to in writing by the Engineer and the Contractor, whichever is less, plus fifteen (15%) percent. The price paid for labor shall also include compensation insurance paid by the Contractor on the labor supplied as evidenced by a billing from the insurance carrier.

For all equipment that is necessary, Contractor shall receive the current prices in the locality which shall have been previously determined and agreed to in writing by the City Contract Representative and by the Contractor, plus fifteen percent (15%).

The additional fifteen percent (15%) the Contractor shall receive on extra work for materials, labor and/or equipment includes the cost of bonds, insurance, overhead and profit for the work.

All extra work and force account shall be documented daily upon report sheets prepared by the City Contract Representative, furnished by the Contractor, and signed by both parties, which daily reports shall thereafter be considered the true record of extra work or force account work done.

Daily reports shall be submitted no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces. Unless otherwise permitted by the City Contract Representative, no payment will be made for extra work on a force account basis if it has not been reported within the time and in the manner specified.

- 5.5 **Substandard Work:** The City may, in its sole discretion, determine the Work to be acceptable, but of diminished value rather than require removal, repair, or replacement of non-conforming work or materials. If the City elects this option, the Engineer shall issue a Change Order incorporating the necessary revisions in the Contract, including any appropriate reduction in the contract price. Any such Change Order does not require the signature or approval of the Contractor but does require the signature and approval of the City Manager or designee. Acceptance of non-conforming work shall not constitute a waiver on the City's part relating to any portion of the Work other than that specifically identified in the Change Order.
- 5.6 **Removal of Obstructions:** The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character to allow for the construction of the proposed Work, as required by the City Contract Representative.
- 5.7 **Public Utilities:** The Contractor shall contact Underground Service Alert (U.S.A.) at 811 prior to any excavation work

The Contractor shall cooperate with the public utility companies who may be engaged on related or adjacent work and Contractor shall so conduct operations so as not to interfere with such work, nor to injure or damage such work.

The locations in public streets of pipes, conduits, and other facilities as furnished by the public utility companies and by the City, are indicated on the plans. However, the City makes no representation as to the accuracy of said locations (horizontal and vertical), and Bidders are herewith instructed to apply to companies and City departments concerned, for any additional information which may be required.

The fact that any underground facility is not shown on the plans shall not relieve the Contractor of his responsibility in protecting such underground facilities from injury or damage. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of his operations. The contractor shall notify Underground Service Alert (USA) a minimum of 48-hours prior to the start of work. Upon exposing any utility's underground facility, the contractor shall notify that owner of that utility immediately.

- 5.8 **Final Cleaning Up:** Upon completion and before making application for acceptance of the work, the Contractor shall clean the facility, street or road, borrow pits, and all ground occupied by him in connection with the work, to the satisfaction of the property owner, of all rubbish, excess materials, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition.

- 5.9 **As-Built Record:** The Contractor shall keep an accurate record of horizontal and vertical alignment, type, or location of improvements on the approved plans by neatly marking the changes on a set of construction plans. Said plans shall be submitted to the City for review prior to project acceptance and shall become the property of the City, once approved. As-built (Record) plans shall be in good condition, free of tatters, soil marks, etc., when submitted for City review.

In the event the Contractor provided his own surveying to set vertical control and grade, then any changes to vertical elevations of improvements shall also be marked on the plans.

Full compensation for keeping this "as-built record" (Record Plans/Drawings) shall be included in the amount bid for mobilization, and no separate payment will be made therefor.

- 5.10 **Maintenance:** At Contractor's own expense, the Contractor shall make all necessary repairs and replacements to remedy in a satisfactory manner any and all defects due to faulty materials or workmanship, or due to disturbance of or damage to City improvements by the Contractor's operations under the contract and contrary to the specifications, or due to any other failure to comply with the specifications, when such defects occur in any part of the Work done under the contract, or upon surface improvements of the City such as pavements, curbs, gutters, driveway approaches, walks, tracks, poles, wires, walls, stairways, or other surface structures provided that such defect or defects be detected within one (1) year following the date of acceptance of the work.

After receiving written notification by the City Contract Representative, should the Contractor fail to remedy promptly any such defect occurring as set forth above, or should the best interest of the City require an immediate remedy without delay incident of such notification, the City Contract Representative may cause such repairs, replacements, or any other remedy to be made, and the expense so incurred shall be chargeable to and shall be paid by the Contractor.

Nothing in this section shall be construed as a waiver, or impairment of any of the City's rights under the contract, or of any other recourse provided by law to correct defects.

SECTION 6: CONTROL OF WORK

- 6.1 **Responsibilities of the City Contract Representative:** The City Contract Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensation.

The City Contract Representative's decision shall be final and the City Contract Representative shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

Unless the Contractor is responsible for design of the Work, the City Contract Representative shall furnish to Contractor, free of charge, up to three (3) copies of the project plans, specifications, and available instructions. The City Contract Representative may furnish additional clarifications or interpretations, in writing or by drawings, as may be necessary for the proper progress of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications, where needed. All drawings,

specifications, and copies thereof, furnished by the City Contract Representative are City property. They are not to be used on other work and, with the exception of the signed Contract, are to be returned to the City Contract Representative at the completion of the Work.

The City Contract Representative shall engage in general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the City Contract Representative shall become thoroughly familiar with the progress and quality of completed portions of the Work, and will assess if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract.

The City Contract Representative will decide all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress, and all questions which may arise as to the interpretation of the drawings and specifications.

The City Contract Representative shall have the authority to reject work that is not in conformity with the Contract and to order additional inspections and testing of the Work. The City Contract Representative's failure to discover/reject materials or work not in accordance with the plans, specifications, or Contract Documents shall not be considered acceptance thereof or a waiver of any sort. Any failure of the City Contract Representative to properly perform inspections, tests, approvals, or other responsibilities under the Contract shall not relieve the Contractor from its contractual responsibilities or its obligation to perform and complete the Work in strict accordance with the Contract Documents.

The City Contract Representative shall conduct an initial review of written Change Orders submitted by the Contractor and approve or deny the same, in writing. The City Contract Representative may prepare Change Orders, provide field clarifications and connections. All Change Orders shall be approved by the City Manager/designee prior to work being performed pursuant to the Change Orders. In the event of safety emergencies that may cause injury or loss of life to any person, or circumstances reasonably anticipated to cause damage to private or public property, the City Contract Representative may issue Change Orders necessary to avert, or mitigate to the greatest extent possible, any loss of life, injury, or property damage. Any Change Orders issued pursuant to this section shall be clearly labeled "Emergency Change Order" upon approval by City Contract Representative and Contractor may immediately begin work pursuant upon receipt of said order, without waiting for City Manager/designee approval.

The City Contract Representative, pursuant to Section 13 – "Claims and Disputes" of these General Provisions, shall make recommendations to the City Manager as to all claims of the Contractor.

The City Contract Representative will review and process the Contractor's monthly Estimates for Payment, Invoices, etc. as more fully set forth in Section 10 – "Measurement and Payment" of these General Provisions.

The City Contract Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will certify such dates to the City Manager.

The City Contract Representative will not have control over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions/programs in connection with the Work, since these are solely the Contractor's responsibility. Failure of the City Contract Representative to note unsafe working conditions, conditions

dangerous to the general public, or to stop work on account of such conditions, shall not be deemed approval of such conditions and shall not relieve the Contractor of sole responsibility for such conditions.

- 6.2 **Responsibilities of the Contractor:** It shall be the duty of the Contractor to carefully study and compare all drawings, specifications, and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or if there are any conflicts between existing site conditions and the requirements of the drawings or specifications, the Contractor shall immediately call all discrepancies to the attention of the City Contract Representative. If the Contractor performs any construction activity knowing it involves an error, inconsistency, or omission in the Contract without notice to the City Contract Representative, the Contractor shall assume full responsibility for such performance and shall pay a proportionate share of the attributable costs for correction.

The Contractor shall be required to use for data and dimensions, figures marked on the drawings in reference to what the drawings may measure to scale; but in the absence of figured dimensions, scaled dimensions may be used with the prior written concurrence of the City Contract Representative. The Contractor shall verify all dimensions shown and check all measurements relating to any present building or buildings, level or grades, walks, driveways, or other existing conditions before executing any work. Errors or inconsistencies shall be reported to the City Contract Representative immediately.

Change Orders will not be issued to cover any cost, loss, or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the City Contract Representative.

The Contractor shall perform the Work in accordance with the Contract and with shop drawings, product data, and samples that have been approved by the City Contract Representative.

Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications, and instructions. If any discrepancies, errors, omissions, or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings or specifications, the Contractor shall immediately call all such discrepancies to the attention of the City Contract Representative and the Contractor shall be responsible for any required corrective action.

Contractor's Supervision: The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Contract specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques, and procedures and shall coordinate the sequences of all portions of the Work.

The Contractor shall provide an experienced and capable superintendent/project manager, approved by the City Contract Representative, who shall physically be present at the project site during all times in which work is being performed. The superintendent/project manager shall not be changed without concurrence of the City Contract Representative, unless s/he ceases to be in the Contractor's employ. The superintendent/project manager shall represent the Contractor and all notifications given to him/her shall be as binding as if given to the Contractor.

The Contractor hereby expressly agrees that, to the same extent that Contractor is responsible for acts or omissions of its agents, representatives, and direct employees, Contractor shall be responsible to the City and any other injured party for acts and/or omissions of Contractor's subcontractors and/or of any persons either directly or indirectly employed by the Contractor.

- 6.3 **Plans:** All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the City Contract Representative, except by direction of the City Contract Representative.

Working drawings or Plans for any structure not included in the Plans furnished by the City shall be approved by the City Contract Representative before any work involving these Plans shall be performed, unless approval is waived in writing by the City Contract Representative.

It is mutually agreed that approval by the City Contract Representative of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimension and details, and that the Contractor shall be responsible for agreement and conformity of Contractor's working plans with the approved plans and specifications.

- 6.4 **Conformity with Plans:** Finished surfaces in all cases shall conform to the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the needs/demands of construction, will be determined in all cases by the City Contract Representative and authorized in writing.

- 6.5 **Coordination of Plans and Specifications:** These specifications, Special Provisions, and technical specifications, the plans, and all supplementary construction documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. The documents are intended to be complementary, cooperative, and to describe, and to provide for a complete Work.

If a discrepancy exists:

- A. Governing ranking of Contract parts in descending order is:
 - 1. Any and all Amendments.
 - 2. Special Provisions
 - 3. The Contract including this Agreement
 - 4. Project Specifications
 - 5. Project Plans
 - 6. City Standard Specifications
 - 7. City Standard Plans
 - 8. Supplemental project information and specifications
 - 9. Bonds and Insurance
- B. Written numbers and notes on a drawing govern over graphics
- C. Detail drawing governs over a general drawing
- D. Specific specification governs over a general specification

E. Specification in a section governs over a specification referenced by that section

In case of discrepancy between the total cost shown for a bid item and the numerical unit cost, the numerical unit cost shall govern and payment shall be based on the numerical unit cost. In case of discrepancy between the written unit price and the numerical unit cost, the written unit price shall govern and payment shall be based on the written unit price. In case of conflict between the sum of the total costs of the bid items and the total project bid, the sum of the total costs of the bid items shall govern.

If a discrepancy is found or confusion arises, the Contractor shall immediately notify the City Contract Representative in writing.

6.6 **Interpretation of Plans and Specifications:** Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the Special Provisions, the Contractor shall apply to the City Contract Representative for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City Contract Representative whose decisions thereon shall be final.

6.7 **Lines and Grades:** Stakes will be set by the Engineer as the Engineer determines to be necessary to establish the lines and grades required for the completion of the work specified in these Specifications, on the Plans, and in the Special Provisions.

All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted on the plan or cut sheets.

Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variation from a straight grade, and if any discrepancy is not reported to the City Contract Representative, the Contractor shall be responsible for any error in the finished work.

The Contractor shall give at least (2) two working days' notice in writing when Contractor will require the services of the City Contract Representative for laying out any portion of the work. The Contractor shall furnish the City Contract Representative such facilities and labor necessary for marking and maintaining points and lines as Contractor may require.

The Contractor shall preserve all stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by the City Contract Representative. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

6.8 **Inspection:** The City 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. Unless otherwise specifically provided in the Contract, City Inspectors who perform day-to-day inspections of the Work for compliance with applicable codes will have authority to require compliance with drawings, specifications, applicable codes, and may provide clarification of any unspecified or unclear item or situation.

If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the City Contract Representative timely notice of its readiness for inspection. If the inspection is by an

individual, authority, or entity other than the City Contract Representative or the Public Inspectors, the Contractor shall advise the City Contract Representative of the date fixed for such inspection.

Piping, wiring, ducts, etc., shall not be covered before any required inspection, approval, and certificate issuance. In the event that any work designated for inspection is covered prior to inspection, it must be uncovered by the Contractor when inspection is ordered. The Contractor shall be responsible for any expenses relating to said uncovering and re-covering.

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

The inspection of the work shall not relieve the Contractor of the obligation to perform the Work in accordance with the Contract. 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 City Contract Representative and accepted or estimated for payment.

Special Inspections and Testing of Materials: All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the City Contract Representative.

The performance of tests and the engagement of testing laboratories or agencies must have the prior approval of the City Contract Representative. Required testing will be made at City expense when the Contractor notifies the City Contract Representative the item is ready for testing. If the initial test for an item fails, all subsequent re-testing shall be at the Contractor's expense, and the costs of subsequent re-testing shall be deducted from City payments made to the Contractor. All tests will be taken at the direction of the City Contract Representative.

- 6.9 **Removal of Defective and Unauthorized Work:** The Contractor shall promptly replace, correct, or complete all work which is defective in its construction or deficient in any of the requirements of these specifications and shall bear the expense of correcting the work of other contractors destroyed or damaged by removal or replacement of any materials or portion of the Work rejected as non-compliant. The City shall provide written notice of rejection for non-compliance and the deadline for removal. Upon failure on the part of the Contractor to comply forthwith with any order of the City Contract Representative made under the provisions of this article, the City Contract 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 thereof from any monies due or to become due the Contractor.

Any failure on the part of the City to condemn defective work or material at the time of construction shall not be deemed an acceptance. The Contractor shall be required to remove, correct, or replace any defective work or material at any time prior to final completion and upon demand by the City.

Any work done beyond the lines and grades shown on the plans or established by the City Contract Representative, or any extra work done without written consent, will be considered as unauthorized and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed or replaced at the Contractor's expense.

- 6.10 **Final Inspections:** Whenever the work provided and contemplated by the contract has been satisfactorily completed and the final cleaning up performed, the City Contract Representative will make the final inspection. When the City Contract Representative is satisfied that the contract has been fulfilled, the City Contract Representative will recommend that the City of Tulare accept the project as completed.
- 6.11 **Correction of Work After Final Payment:** If any work or material is found to be defective or non-compliant with Contract requirements, the City shall give written notice thereof to the Contractor and the Contractor shall promptly correct the defect or non-compliant work or material. This section shall survive acceptance of the Work or termination of the Contract. The Contractor's responsibility to remove, correct, or replace, under this section shall extinguish upon expiration of the applicable time period. The applicable time period shall be that which provides for the latest date in time out of the following:
1. Twelve (12) months following the date of Final Completion of the Work; or
 2. The period of time prescribed by any special warranty required by the Contract; or
 3. The period of time prescribed by local, state, or federal law.

If the Contractor fails to remove, repair, or replace within seven (7) calendar days following written notice by the City, or any longer period of time as may be provided for in the notice, the City may perform the work and charge to the Contractor or the Contractor's surety all expenses incurred, including the actual cost of labor, equipment, and materials.

SECTION 7: CONTROL OF MATERIALS

- 7.1 **Samples and Tests:** At the option of the City Contract Representative, the City Contract Representative shall approve the source of supply of each of the materials before delivery is started and before such material is used in the work. The Contractor or producer of all materials to be used in the work for testing shall submit representative preliminary samples of the character and quality prescribed for examination as desired by the City Contract Representative.

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

The Contractor shall furnish such samples of materials as are requested by the City Contract Representative, without charge. No material shall be used until it has been approved by the City Contract Representative. Samples will be secured and tested whenever necessary to determine the quality of material.

The Contractor may be required to test and furnish test results for up to five tenths of one percent (0.5%) of the materials used in this contract. Materials shall be tested for strength by methods described in ASTM Specifications or as identified in the Special Provisions and Technical Specifications.

- 7.2 **Defective Materials:** All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall

be removed immediately from the site of the work unless otherwise permitted by the City Contract Representative. No rejected materials, the defects of which have been subsequently corrected, shall be returned to the work site unless and until approval for its use has been given by the City Contract Representative in writing.

Upon failure on the part of the Contractor to comply with any order of the City Contract Representative made under the provisions of this article, the City Contract Representative shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

- 7.3 **Standard of Materials:** The Contractor warrants to the City that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all and any part of the Work will be of good quality, free from faults and defects, and in conformance with the Contract. All work not conforming to these standards, including substitutions not properly approved and authorized, may be considered defective.

Materials not conforming to the specifications shall be rejected and promptly removed from the work site, unless otherwise directed by the City Contract Representative.

Wherever the name or brand of a manufactured article is used herein, it is intended to indicate a standard or measure of quality and utility. After the Contract Price for the Work has been agreed to by the City, changes of brand-named, trade-named, trademarked, or patented articles, or any other substitutions will be allowed only by written order signed by the City Contract Representative. Unless otherwise agreed to via Change Order, the City shall receive all benefits of the difference in costs when a substitution is approved. Materials incorporated in the work and not specifically covered in the specifications shall be of the highest quality and the best of their kind typically used in the same trade.

The Contractor shall furnish all materials required to complete the work, except those expressly specified to be furnished by the City. The Contractor shall receive, inventory, store, inspect, protect, distribute, and install City furnished material, unless otherwise specified. The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the contract price. The Contractor shall be responsible for all material delivered to the Contractor. It is the Contractor's responsibility to notice the City Contract Representative of any visible defects with materials to be supplied by the City prior to accepting the material. Once accepted, the Contractor will be responsible for the condition of material supplied by the City. Deductions shall be made from any monies due the Contractor as reimbursement for any shortages or deficiencies, from any cause whatsoever, for any damage which may occur after delivery, and for any charges relating to late delivery.

SECTION 8: LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

- 8.1 **Laws to be Observed:** It shall be the Contractor's responsibility to be fully informed of all existing and future State and Federal Laws and all municipal ordinances and regulations of the City of Tulare which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- 8.2 **Alien Labor:** The Contractor shall forfeit as penalty to the City of Tulare, ten dollars (\$10.00) for each alien knowingly employed in the execution of the contract, by Contractor

or by any subcontractor under Contractor on any part of the work herein mentioned, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation of the provisions of the Labor Code and in particular, Sections 1850 and 1854 thereof, inclusive.

- 8.3 **Hours of Labor:** The Contractor shall forfeit, as penalty to the City of Tulare, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract by Contractor, or by any subcontractor under Contractor, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of the Labor Code, and in particular, Sections 1810 and 1816 thereof inclusive.
- 8.4 **Labor Discrimination:** No discrimination shall be made in employment of persons upon Public Works because of the race, color, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter I of Part VII in accordance with the provisions of Section 1735 of the Labor Code.
- 8.5 **Prevailing Wage:** The Contractor shall forfeit as penalty, to the City of Tulare fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinafter stipulated for any work done under the attached contract, by Contractor, or by any subcontractor under Contractor, in violation of the provisions of the Labor Code and in particular Sections 1770 to 1781 thereof, inclusive.

The City of Tulare has ascertained the general prevailing rate of wages applicable to the work to be done as set forth in the **Notice Inviting Bids**.

- 8.6 **Registration of Contractors:** The contractor shall be duly licensed and qualified to perform the work addressed under the provisions of this contract. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 8.7 **Permits and Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 8.8 **Patents:** The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.
- 8.9 **Programming Work and Maintaining Traffic:** The Contractor shall so conduct Contractor's operations as to cause the least possible obstruction and inconvenience to the public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that work is under

construction and of any dangerous conditions to be encountered as a result thereof, and Contractor shall also erect and maintain such warning and directional signs as required by the Inspector.

Residents along the road or street shall be provided access to driveways, houses and buildings, as directed by the City Contract Representative. Temporary crossings shall be provided and maintained in good condition.

Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the City Engineer. In order to protect the public from dust nuisance, or damage to property along the line of work, the Contractor shall adequately sprinkle the grade with water or other dust palliatives approved by San Joaquin Valley Air Pollution Control District as often as necessary to control the dust.

8.10 Protection of Persons and Property: The Contractor shall be responsible for initiating, maintaining, supervising, and directing all safety precautions and programs while performing the Work.

The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated, whether in storage on or off the Work site.

The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefor.

The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Section 9 – “Prosecution and Progress” of these General Provisions.

In the event the Contractor encounters material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the City Contract Representative.

The Contractor shall take all necessary precautions for the safety of employees and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons.

The Contractor warrants it is fully familiar and shall comply with all safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or re-codified from time to time). Also, the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910-1200, or as amended or re-codified from time to time), as promulgated by the Federal Government and as implemented by the State of California, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this Section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in Section 8.11 – “Indemnification” of these General Provisions.

8.11 **Indemnification:** Contractor shall indemnify and hold harmless the City of Tulare, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8.12 **Insurance:** The insurance requirements for Contractor together with the special endorsement forms, which the Contractor is expected to deliver, are annexed into this Bid/Contract Document and are considered a part of the contract. As a condition precedent and prior to commencement of the work to be performed pursuant to this Agreement, the Contractor agrees to:

- a) Obtain insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force throughout the life of the Contract.
- b) The Contractor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the Work.
- c) All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage in any policy; and
- d) Provide and maintain minimum insurance coverage as follows:

General Liability

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

Auto Liability

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.

Workers' Compensation

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of

insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Builder's Risk Insurance

(Note: For any vertical construction, Builders Risk is required. The City reserves the right, at its sole option, to furnish Builder's Risk Insurance at the City's expense.)

- 8.12 (a) Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.
- 8.13 **Contractor's Responsibility:** Except as provided above, until the formal acceptance of the work by the City of Tulare, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage of any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the federal government or the public enemy.
- 8.14 **Responsibility of City:** The City of Tulare shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

SECTION 9: PROSECUTION AND PROGRESS

- 9.1 **Subletting and Assignment:** The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under Contractor's control. The Contractor shall ensure that the subcontractors assigned to this Contract are available throughout the term of the Contract. In the event that Contractor requests substitution of subcontractors, the Contractor shall obtain prior written approval from the City for subcontractor substitution. The Contractor shall ensure that substituted subcontractors are equally qualified and capable.

The Contractor agrees that each subcontractor shall be bound by the terms of the Contract. In the event of a conflict between the substance of a written subcontract and the language of this Contract, the language of this Contract shall prevail.

The Contractor shall ensure that each subcontract preserves and protects the rights of the City under the Contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Contract provisions to which the subcontractor will be bound. Subcontractors shall also make copies of applicable portions of the Contract available to their respective subcontractors.

Each subcontract will require the subcontractor to submit to the Contractor, invoices for payment in such reasonable time as to enable the Contractor to apply for payment to the City in a timely manner. Invoices shall include any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the same manner provided in the Contract for like claims by the Contractor upon the City.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction shall be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and these specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the City Contract Representative, the subcontractor shall be removed immediately on the requisition of the City Contract Representative and shall not again be employed on the work.

The Contractor further agrees:

- a) To be bound to the subcontractor by all the obligations that the City assumes to the Contractor under this Contract, and by all provisions thereof affording remedies and redress to the Contractor from the City.
- b) To promptly pay the subcontractor in accordance with applicable State statute.
- c) That, at all times, the subcontractors' total payments shall be proportionate to the value of the labor and materials provided by them. Payment may be preconditioned upon the subcontractors providing the Contractor with requested significant partial or final lien waivers.
- d) To pay the subcontractor to such extent as may be provided by the Contract or the subcontract, if either of these provides for earlier or larger payments than the above.
- e) To ensure timely payment to subcontractors for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the City in making payments to the Contractor for any cause not the fault of the subcontractor.
- f) To share or forward, as appropriate, with its subcontractors or, as appropriate, with the City, any fire insurance money received by the Contractor under the insurance provisions of the Contract.
- g) That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- h) To give the subcontractor an opportunity to be present and to submit evidence in any contractual claim, controversy or dispute.

Nothing in this Article shall create any obligation or responsibility on the part of the City to ensure payments to any subcontractor(s), except as may be required by law.

Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the City, provided that:

- a) Assignment is effective at the sole option of the City and only upon termination of the Contract for cause pursuant to Section 12.2 - "Termination by the City for Cause" of these General Provisions, and only for those subcontract agreements which the

City chooses to accept by notifying the subcontractor in writing; and

- b) Assignment is subject to the prior rights of the surety obligated under Bonds relating to the Contract.

9.2 **Separate Contracts:** The City reserves the right to perform construction or operations related to the Work with the City's own forces and to enter into separate Contracts in connection with other portions of the Work or other construction or operations on the Work site.

The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

The City Contract Representative shall coordinate the activities of the City's own forces and of each separate Contractor connected with the Work. The Contractor and all other Contractors on the work site shall review their construction schedules and cooperate with the City Contract Representative in coordinating various portions of the Work with the schedules of such separate contractors.

If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the City Contract Representative any defects in such work that render it unsuitable for continuance of the Contractor's Work. Failure to inspect and report may constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.

Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.

If the Contractor causes damage to any separate contractor on the site, the Contractor, upon due notice, agrees to settle with such separate contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall defend such proceedings and, if any judgment against the City arises therefrom, the Contractor shall pay or otherwise satisfy it.

Should separate contractors on the Work cause any damage, cost or loss to the Contractor, the City shall not be held responsible or liable therefore in any way other than extensions of completion time in accordance with Section 9.8 – "Time of Completion and Liquidated Damages" of these General Provisions.

9.3 **Progress and Completion:** The Contractor shall begin work within ten (10) working days after receiving "Notice to Proceed," (Section 15.3 A)) and shall diligently prosecute the same to completion before the expiration of the number of working days indicated in the Special Provisions, beginning on the date that work begins or beginning on the ninetieth calendar day after approval of the contract, whichever occurs first. The date shall not be postponed on account of the Contractor's failure to take any action required to commence the Work.

The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the agreed upon time frame. If the Contractor is delayed on any portion of the Work for any reason whatsoever, it shall expeditiously proceed on other portions of the Work which are not affected by such delay.

By execution of the Contract documents, the Contractor acknowledges that the time is of the essence and the time described and allotted for in the contract documents for the Work to occur is a reasonable period for a competent Contractor to complete the Work.

The City of Tulare reserves the right to extend the time of completion beyond the designated completion date.

9.4 **Character of Workmen:** If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the City Contract Representative or shall appear to the City Contract Representative to be incompetent or to act in a disorderly or improper manner, said person shall be discharged immediately on the requisition of the City Contract Representative, and such person shall not again be employed on the Work.

9.5 **Partial Utilization:** The City may occupy or use any portion of the Work that the City and Contractor agree constitutes a separately functioning and usable part of the Work, if the City can occupy without significant interference with completion of the remainder of the Work. Such use or occupancy may commence whether or not the portion is substantially complete, provided that the City and Contractor have accepted, in writing, their mutual responsibilities regarding the occupied/used portion, including but not limited to insurance coverage, maintenance, and utilities

Partial use or occupancy of the Work by the City shall not constitute acceptance of any work not in compliance with the Contract requirements and standards.

9.6 **Substantial Completion:** When the Contractor determines that the Work, or any portion thereof that the City has agreed to accept separately, is ready for its intended use, it shall notify the City Contract Representative in writing of substantial completion and request an inspection to certify the same. Within a reasonable time thereafter, the City Contract Representative will inspect the Work, or the designated portion thereof, in the presence of the Contractor or Contractor's designee. If the inspection discloses any item not in compliance with the Contract, the City Contract Representative shall notate the deficiency in writing. Following correction of any deficiencies noted, the Contractor shall submit a request for re-inspection by the City Contract Representative, to be conducted in the presence of the Contractor or Contractor's designee. The Contractor may be responsible for additional re-inspection costs, should re-inspections become excessive. When the Work or designated portion thereof is determined to be substantially complete by the City Contract Representative, the same shall prepare a Certificate of Substantial Completion. Said Certificate shall be signed by both parties and state the date of Substantial Completion and the date of inspection or re-inspection. The Certificate shall list the remaining obligations of the City and the Contractor relating to security, maintenance, utilities, damage to the Work, and insurance, as well as the date upon which said obligations shall be met.

Once Substantial Completion is certified, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon in writing.

9.7 **Final Completion:** Upon receipt of notice from the Contractor that the Work is ready for final inspection and upon receipt of a request for final payment, the City Contract Representative will inspect the Work, or the designated portion that the City agreed to accept separately, in the presence of the Contractor or Contractor's designee. The Contractor may be responsible for additional re-inspection costs, should re-inspections become excessive. Upon confirmation that all items noted as outstanding in the Certificate of Substantial Completion have been completed or corrected, the City Contract

Representative shall issue Certificate of Final Completion and certify the request for final payment, including identification of any adjustments or amounts to be retained.

- 9.8 **Time of Completion and Liquidated Damages:** It is agreed by the parties of the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Tulare, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, by execution of the contract, the Contractor agrees the amount of liquidated damages specified in the Special Provisions represents a fair and equitable approximation of the City's damages, and the Contractor will pay the City of Tulare the specified amount for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Tulare may deduct the amount thereof from any money due or that may become due the Contractor under the contract; not as penalty, but as liquidated damages.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and the requirements within the time specified, the City of Tulare shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it is decided to extend the time limit for the completion of the contract, the City of Tulare shall further have the right to charge to the Contractor, Contractor's heirs, or assignor's sureties, and to deduct from the final payment for the work, all or part as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract, which accrue during the period of such extension except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

Permission allowing the Contractor to continue and finish any part of the Work after the time fixed for its completion or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the City Contract Representative in writing of the causes of delay. The City Contract Representative shall ascertain the facts and the extent of delay and his findings of the facts thereon shall be final and conclusive.

Once Substantial Completion is certified, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon in writing. If final completion does not occur within the agreed upon number of days, liquidated damages will commence on the first calendar day following the agreed upon deadline, until final completion occurs.

- 9.9 **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the parties affected and occurs without their fault or negligence. Force Majeure shall not include late performance by a sub-

contractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay. Notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this Section. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the delayed party was prevented from performing in accordance with the Contract.

The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractors is due to any preference, priority, or allocation order issued by the Federal Government.

Should a dispute arise between the Contractor and the City regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

- 9.10 **Right-Of-Way:** The City will provide the right-of-way for the work to be constructed. The Contractor shall make Contractor's own arrangements, and pay all expenses for additional area required by Contractor outside the limits of right-of-way unless otherwise provided in the Special Provisions.

SECTION 10: MEASUREMENT AND PAYMENT

- 10.1 **Measurement:** Payment for work done under this contract shall be made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices as set forth on the Bidder's Sheet of the Proposal. Payments shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work necessary to construct the item for which payment is being made, complete in place as shown on the plans, drawings and as described in the Technical Specifications and Special Provisions.

Whenever work called for and described in the Contract Documents is not specifically covered in the bid items, payment for such work shall be considered as being included in the contract price. No additional payment will be made for any work shown or described in the plans, drawings, Technical Specifications and Special Provisions but not covered under bid items.

- 10.2 **Progress Payments:** During the course of construction, the Contractor shall request payment for work actually performed during the preceding thirty (30) day time period or some other time period as mutually agreed to time period. Invoices or Requests for Payment shall be submitted to the City Contract Representative. A schedule of values and an updated project schedule shall accompany the request for payment.

Contractor shall pay to the Contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within ten (10) days of receipt of each progress payment, unless otherwise agreed between the parties, in writing.

If any periodic or final payment to a subcontractor is delayed by more than ten (10) days after receipt of the periodic or final payment by the Contractor or subcontractor, the

Contractor or subcontractor shall pay the subcontractor or material supplier interest, beginning on the eleventh day, at the rate of one percent (1%) per month or fraction of a month on the unpaid balance.

The City may make progress payments on Contracts of less than ninety (90) days and shall make monthly progress payments on all other Contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly certified and approved invoice or request for payment for work performed during the preceding thirty (30) days may include payment for material and equipment, but to ensure the proper performance of the Contract, the City shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, until final completion and acceptance of all material, equipment, and work covered by the Contract. The City may withhold an amount from any progress payment sufficient to pay expenses the City reasonably anticipates it will incur relating to necessary corrections of deficiencies. Withholding of the anticipated costs may only occur if the City provides written notice of the deficiency to the Contractor. The progress payments shall be paid within thirty (30) days following receipt by the City Contract Representative.

No such estimate or payment shall be made, when, in the judgment of the City Contract Representative, the work is not proceeding in accordance with the provisions of the contract.

Nothing in this Section prevents the Contractor or subcontractor from withholding application and certification for payment to the subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed, reasonable evidence that claims will soon be filed, failure of a subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another subcontractor, reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum, or a reasonable amount for retention that does not exceed the actual percentage retained by the City.

When the Contract is fifty percent (50%) complete, one-half of the amount retained, including any substituted securities, shall be paid to the Contractor on the Contractor's request, provided the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained.

On completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages, less authorized deductions.

The City Contract Representative shall review the contents of any invoice or Request for Payment submitted by the Contractor, satisfy himself that the City has received full value, certify the estimate and submit it through normal channels for payment.

Neither the certification for payment, nor payment made to the Contractor, nor partial or entire use of the Work by the City shall constitute an acceptance of any portion of the Work.

- 10.3 **Payment Withheld:** If the City Contract Representative is unable to certify a request for payment in whole or in part because, after observing the Work and the data comprising the Invoice or Request for Payment, the City Contract Representative determines that the Work has not progressed or the quality of the Work is not in accordance with the Contract, the City Contract Representative shall promptly notify the Contractor. If the City Contract

Representative and the Contractor cannot agree on a revised amount, the City Contract Representative will promptly issue a certificate for payment in an amount he/she determines is justified, given all circumstances.

The City Contract Representative, as a result of subsequently discovered evidence, may withhold or nullify, in whole or in part, any certification of invoices or Requests for Payment to the extent necessary for protection of the City from loss on account of:

- a) Defective work, not remedied; or
- b) Third-party claims filed or reasonable evidence indicating probable filing of such claims; or
- c) Contractor's failure to make payments to subcontractors or other third parties for labor, materials, or equipment; or
- d) Reasonable doubt the Work can be completed for the remaining unpaid contract balance; or
- e) Reasonable evidence the Work will not be completed within contract completion time and the remaining unpaid contract balance will be insufficient to pay for actual or liquidated damages resulting from the anticipated delay; or
- f) Damage to another contractor or to the City by the Contractor; or
- g) Damage to the real or personal property of another and failure to repair or replace the same; or
- h) Persistent failure to carry out the Work in accordance with the Contract.

When the grounds for withholding payment have been corrected to the satisfaction of the City Contract Representative, the City shall immediately proceed to process any amounts due to the Contractor.

- 10.4 **Final Payment:** The City Contract Representative shall, after the completion of the contract make a final estimate of the amount of work done hereunder, and the value of such work, and the City of Tulare shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five days (35) from the date of acceptance of the work by the City of Tulare.

Retention of payments by the City longer than sixty (60) days after final completion and acceptance requires a specific written finding by the City of the reasons justifying the delay in payment. The City may not retain any monies after sixty (60) days that are in excess of the amount reasonably anticipated to be necessary for payment of remaining costs or miscellaneous expenses. In lieu of payment retention, as provide for in this Section, and at the option of the Contractor, the City shall accept an assignment of Certificates of Deposit with banks licensed by the State of California, securities of or guaranteed by the United States of America, securities of this state, securities of counties, municipalities, and school districts within this state, or shares of savings and loan institutions authorized to transact business in this state. Any such substitute security shall be in an amount equal to five percent (5%) of all invoices submitted to the City and retained as a guarantee for complete performance of the Contract. Contractor is entitled to receive all interest or income earned by this security as it accrues and all such security in lieu of retention shall be returned to the Contractor by the City within sixty (60) days after final completion and acceptance of

the Work by the City, if the Contractor has furnished the City satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the Work. In no event shall the City accept substitute securities unless they are accompanied by a signed waiver from the bank, savings and loan association, or any other interested party, of any right to set off against either the City or the Contractor in relationship to the securities.

In any instance where the City has accepted substitute security, any subcontractor undertaking to perform any part of this public work is entitled to provide substitute security to the Contractor on terms of this agreement.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

Neither the final payment, nor any part of the retained percentage, shall become due and payable until the Contractor provides to the City a Consent of Surety Certificate from the bonding company, any necessary lien waivers, and any as-built drawings requested by the City.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work due in accordance with any alterations of the same, shall release the City of Tulare from any and all claims, or liability on account of work performed under the contract or any alteration thereof.

- 10.5 **Extra and Force Account Work:** Extra work as hereinbefore defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the City Contract Representative, or by force account.

SECTION 11: WORKER'S COMPENSATION INSURANCE

- 11.1 In accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of worker's compensation to its employees (Labor Code Section 1860).

- 11.2 Prior to the start of work, the Contractor shall provide the City of Tulare with a certificate reading as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." (Labor Code Section 1861).

- 11.3 Prior to the start of work the Contractor shall provide the City of Tulare with a valid Worker's Compensation Insurance Certificate.

SECTION 12: SUSPENSION OR TERMINATION OF THE WORK

- 12.1 **Suspension of the Work for Cause; City's Right to Perform the Work:** The City Contract Representative shall have authority to suspend the work wholly or in part for such period as the Contractor may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as the City Contract Representative may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work. The Contractor shall immediately obey such order of the City Contract Representative.

If the performance of all or any portion of the work is suspended or delayed by the City Contract Representative in writing for an unreasonable period of time, greater than ten (10) working days, (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the City Contract Representative in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the City Contract Representative will evaluate the Contractor's request. If the City Contract Representative agrees that the cost, or time, or cost and time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City Contract Representative will make an adjustment (excluding profit) and modify the contract in writing accordingly. The City Contract Representative will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

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

If at any time in the opinion of the City of Tulare, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon the Contractor and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the City Contract Representative, within the time specified in such notice, the City of Tulare in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work under the Contract, or such parts of it as the City of Tulare may designate, until the cause for the stop work order has been remediated or eliminated. The Contractor shall not resume the work until ordered in writing by the City Contract Representative.

If the Contractor fails to properly perform services or fails to perform under any provision of this Contract, the City may, seven (7) calendar days following written notice to the Contractor, and without prejudice to any other remedy the City may have, remediate any deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover the cost, the Contractor and/or its surety shall be liable to the City for the difference.

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

12.2 **Termination by the City for Cause:** Upon certification by the City Contract Representative, without prejudice to any other right or remedy of the City, and after giving the Contractor written notice of no less than seven (7) calendar days, the City may terminate the Contract as to all or any part of the Work for any of the following reasons:

- a) If the Contractor abandons or unnecessarily delays the Work; or.
- b) If the Contractor persistently or repeatedly refuses or fails to supply sufficient quantity of laborers, sufficiently skilled laborers, proper materials, proper equipment, or competent subcontractor(s); or
- c) If the Contractor fails to make payment to subcontractor(s) for materials or labor, in accordance with the Contract or the respective agreements between the Contractor and subcontractor; or
- d) If the Contractor persistently disregards laws, ordinances, rules, regulations, or orders of the City or any other public authority having jurisdiction, or persistently violates the conditions or covenants of this Contract; or
- e) If the Contractor is adjudged bankrupt by a court of law; or
- f) If the Contractor makes a general assignment for the benefit of its creditors or if a receiver is appointed as a result of being insolvent; or
- g) If the Contractor is otherwise in substantial breach of the Contract, as determined by the City.

Upon termination of the Contract for any of the above reasons and subject to any priority rights of the Surety, the City may:

- a) Take possession of the Work and any of the Contractor's materials, tools, construction equipment, and/or machinery located at the work site or adjacent thereto; or
- b) Accept assignment of subcontracts pursuant to Section 9 – "Prosecution and Progress" of these General Provisions; or
- c) Finish the Work by whatever reasonable method the City may deem most expedient. In completing the Work itself or through an alternate contractor, the City may use any equipment, materials, supplies, machinery, and tools of the Contractor that are in the City's possession.

If the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive any further payment.

The cost of fully completing the Work provided for under any new contract shall include the sum or sums of money to be paid by the City to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost of the City Contract Representative's additional services and added expenses made necessary by the termination of the Contract.

If the unpaid balance of the Contract price exceeds costs of finishing the Work, such excess may, at the City's discretion, be paid to the Contractor. If such costs exceed the unpaid

balance, the City may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, on giving the Contractor twenty (20) day notice of the time and place of such sale, and the net proceeds derived from the sale of said property shall be applied against such costs. Should the amount received from the sale be insufficient to pay the deficiency, the Contractor and its surety shall be liable to pay the amount of the deficiency.

- 12.3 **Termination by the City for Convenience:** The performance of the Work under this Contract may be terminated by the City, in whole or in part, in accordance with this clause whenever the City reasonably determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.

If the Contract is terminated by the City as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted, to the extent proven through reasonable evidence provided by the Contractor. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated or speculative profit on unperformed Work.

In the event the City terminates the Work, in whole or in part, for cause pursuant to Section 12.2 – “Termination by the City for Cause” and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section 12.3 – “Termination by the City for Convenience” shall apply.

Termination of the Contract, or any portion thereof, by the City for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

- 12.4 **Contractor’s Right to Terminate Contract:** The Contractor may terminate the Contract for any of the following reasons:

- a) If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month, through no act or fault of the Contractor or of anyone directly or indirectly employed by him; or
- b) If the City has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the City Contract Representative; or
- c) If repeated suspensions or interruptions ordered by the City pursuant to Section 12.1 – “Suspension of the Work for Cause; City’s Right to Perform the Work” total (in aggregate) more than one hundred percent (100%) of the total number of days scheduled for completion or more than one hundred twenty (120) work days during any three hundred sixty-five (365) day period.

If one of the above reasons exists, the Contractor may, upon seven (7) day written notice to the City Contract Representative, stop Work, terminate the Contract, and recover payment from the City for all Work executed and accepted by the City and any loss sustained upon any plant or materials, including provable reasonable profit and damages.

SECTION 13: CLAIMS AND DISPUTES

- 13.1 **City Contract Representative's Resolution of Claims and Disputes; Review by City Manager:** This Section relates to claims for additional compensation and any other differences or disputes between the parties arising under, and by virtue of, the Contract. Any such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration, or litigation.

All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the City Contract Representative for action. The responsibility/legal burden to substantiate claims shall rest with the party making the claim.

Claims by the Contractor must be made within twenty-one (21) calendar days after the event giving rise to the claim or within twenty-one (21) calendar days after the claimant first becomes aware or should have become aware of the condition giving rise to the claim, whichever is later.

Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract.

The City Contract Representative shall, within twenty-one (21) calendar days following receipt of a written claim, issue one of the following in writing:

- a) A decision either rejecting or approving the claim.
- b) A suggestion as to an equitable compromise of the claim.
- c) A schedule to the Contractor indicating when the City expects to be able to take action on the claim, which shall be within a reasonable time.

The City Contract Representative may require the submission of additional documentation from the Contractor to facilitate a decision.

The Contractor shall have ten (10) working days from the date of the City Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of the Contractor to accept or object to the decision in writing within such ten (10) working day period shall be deemed an acceptance of the decision. If the Contractor rejects the decision of the City Contract Representative in writing within such ten (10) working day period, the matter shall be referred to the City Manager for a new review.

The City Manager, or designated hearing officer, shall have sixty (60) days from receipt of a written objection by the Contractor to the City Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a written response. During such period, the City Manager, or designated hearing officer, may require such additional documentation or testimony as deemed necessary to support his/her response.

SECTION 14: MISCELLANEOUS PROVISIONS

- 14.1 **Governing Law:** The Contract shall be governed and construed according to the laws of the Tulare City Charter, Tulare City Code of Municipal Ordinances, and the State of California.
- 14.2 **Written Notice:** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice. Date of service shall be the date of receipt. If no certification from the delivering party proving date of receipt is available, then date of service shall be five (5) calendar days following the date of mailing.

SECTION 15: CONSTRUCTION SERVICES CONTRACT

This Construction Services Contract is entered into by the City of Tulare (Owner) and _____ (Contractor), with its principal place of business located at _____.

This Contract is subject to all terms and conditions in the Contract Documents and is for the performance of services as generally described hereinafter as "The Work" and as more specifically described or defined in the Contract Documents.

Contract Name: **WT0040 – CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET AND WEST BARDSLEY AVENUE**

Contract Number: RFB #23-776

Contract Price not to exceed: \$ _____

15.1 **The Parties:**

Unless otherwise designated in writing herein or hereafter, the parties to the Contract have designated the parties below as their respective representatives under the Contract. The City Engineer shall serve as the City Contract Representative, unless otherwise specified below. The parties' representatives are vested with authority to conduct all necessary activities to ensure proper and efficient performance of the Work under the Contract, as more specifically described in Sections 1-14, above.

For the City: _____

For the Contractor: _____

15.2 **The Work and The Project:**

The Work for which the Contractor is retained under this Contract, is generally described as:

The work to be done consists of drilling a 600-foot deep hole using the reverse rotary drilling method, running an electric log and caliper log, and constructing, developing, and testing a 590-foot deep public water supply well.

The Project, of which the Work is a part, is known and described as:

WT0040 – CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET AND WEST BARDSLEY AVENUE.

CITY OF TULARE
WT0040 – CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT
'K' STREET AND BARDSLEY AVENUE
GENERAL PROVISIONS

15.3 **Contract Time:**

- A) **Notice to Proceed:** It is agreed that the City Contract Representative will issue the Notice to Proceed with the Work to be performed under this Contract within fifteen (15) calendar days after complete execution of this Contract, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.

- B) **Completion Time:** It is agreed that the Work shall be substantially completed not later than **45 Working Days (WD)** after the project starting day as designated in the Notice to Proceed. The Contractor agrees that the Work shall be performed promptly, regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Central Valley of California. See also Section 9.8 – “Time of Completion and Liquidated Damages.”

- C) **Liquidated Damages:** A Completion times (Time) will be specified in the Notice to Proceed. Applicable Liquidated Damages may be assessed for each CALENDAR day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the City will sustain on account of late completion. If substantial completion does not occur within the agreed upon number of days, Liquidated Damages in the amount of **\$500.00/day** will commence on the first day after the agreed days, until substantial completion is certified. See also Section 9.8 – “Time of Completion and Liquidated Damages” and as further identified in the Special Provisions.

15.4 **Miscellaneous:**

- A) **Guarantee:** The Contractor shall guarantee all Work under this Contract against defects of material and Workmanship for a minimum of one year (12 calendar months) from the date of Certificate of Final.

- B) **Assignment:** Neither party to this Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the City.

- C) **Contract Documents:** The following listed documents constitute the Contract Documents and they are all as fully a part of this Contract as if repeated herein:
 - 1. The Bid (RFB 23-776) / Contract Document Containing the General Provisions, Special Provision, and Technical Specifications Titled: CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT 'K' STREET AND BARDSLEY AVENUE
 - 2. State General Prevailing Wage Rates

15.5 **IN WITNESS THEREOF**, the parties hereto have executed three (3) identical counterpart copies of this Contract on the date and year first written below, each of which copies shall for all purposes be deemed an original hereof.

City of Tulare, A Municipal Corporation and Charter City

By: _____
City Manager, City of Tulare

ATTEST:

By: _____
Chief Deputy City Clerk

Contractor,

By: _____
Authorized Signature

Title

APPROVED AS TO FORM this _____ day of _____, 202__

By: _____
City Attorney, City of Tulare

SPECIAL PROVISIONS

SECTION 1000 Drawings and Standards

1000 DESCRIPTION OF WORK: The work generally consists of drilling a 600-foot deep hole using the reverse rotary drilling method, running an electric log and caliper log, and constructing, developing, and testing a 590-foot deep public water supply well on a City owned parcel located on South 'K' Street adjacent to and south of the West Bardsley Avenue grade separation, Tulare County, California.

1001 Definition:

1001.1 Geologist: Kenneth D. Schmidt and Associates

1002 The work embraced herein shall be done in accordance with the Construction Documents, Bid (RFB)/Contract Document, City Standards Plans and Technical Specifications, and the 2018 Standard Specifications and the 2018 Standard Plans of the State of California, California State Transportation Agency, Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting provisions. In the case of a conflict between the Standard Plans and Project Plans, the Project Plans shall take precedence over and be used in lieu of such conflicting provisions.

For the purpose of this contract, the following interpretations shall be used in place of the terms or pronouns used throughout the Standard Specifications and defined in Section 1, "**Definition of Terms,**" of the Standard Specifications, as follows:

TERM	INTERPRETATION
State/Owner	City of Tulare
Department	The City Council of the City of Tulare
Director	City of Tulare City Manager
Engineer	The City Engineer of the City of Tulare, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Department of Transportation	The City of Tulare, Department of Public Works
Contractors	The person or persons, co-partnerships or corporation, private or municipal, who have entered into a contract with the City of Tulare as party or parties of the second part, or his or her legal representatives.

1003 Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "**Contract Components,**" of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the indexed text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between

such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

- 1004 When reference is made to City Standard Specifications, it refers to the City Technical Specifications and the City of Tulare Design Guidelines and Public Improvement Standards.
- 1005 When reference is made to Standard Specifications and Standard Plans, it refers to the State of California, California State Transportation Agency, Department of Transportation (Caltrans) Standard Specifications and Standard Plans, 2018 edition unless otherwise noted.
- 1006 All construction practices shall meet OSHA (and CA OSHA) safety requirements.
- 1007 The Engineer will mark the exact locations of construction in the field with stakes as necessary. The Contractor shall not commence any construction without such stakes in place.

SECTION 1100 General Contract Provisions

- 1100 In accordance with the provisions of Division 3, Chapter 9 of the Business and Professions Code, the Contractor shall possess a ***Class "A," General Engineering Contractor, License***.

SECTION 1200 Subcontracting

- 1200 No subcontract releases the Contractor from the contract or relieves the Contractor of Contractor's responsibility for a subcontractor's work.
- 1201 If Contractor violates Public Contract Code §4100 et. seq., the City may exercise the remedies provided under Public Contract Code §4110. The City may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.
- 1202 Contractor shall perform work equaling at least ***thirty (30%) percent*** of the value of the original total bid with Contractor's employees and with equipment owned or rented by Contractor with or without operators.
- 1203 Each subcontract must comply with the contract.
- 1204 City encourages Contractor to include a dispute resolution process in each subcontract.
- 1205 Each subcontractor must have an active and valid State Contractor's license with a classification appropriate for the work to be performed (Business and Professions Code, §7000 et. Seq.).
- 1206 The Contractor shall provide each subcontractor's state contractor's license on the Bidder's List of Subcontractors contained within the Bid Proposal.
- 1207 Contractor shall submit copies of subcontracts to Engineer upon request.
- 1208 Contractor shall not use a debarred Contractor a current list of debarred Contractors is available at the State of California Department of Industrial Relations' Web site.

- 1209 As directed by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.
- 1210 All subcontractors working under this contract shall obtain a City of Tulare Business License per Section 2400 – “City Business License and Required Tax Documents” of these Special Provisions.
- 1211 Required Provisions Deemed Inserted:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

SECTION 1300 Contract Bonds

- 1300 The Contractor shall provide the City a Maintenance Bond to be in effect for a period of one year after the date of the final acceptance to cover guaranty of the work performed. The Maintenance Bond shall be in an amount equal to ten percent (10%) of the final contract amount and shall be delivered to the City Engineer prior to the City acting on the project Final Acceptance and recording a Notice of Completion.

SECTION 1400 Progress of Work

- 1400 The Contractor shall begin work within ten (10) working days after receiving “Notice to Proceed,” and shall diligently prosecute the same to completion before the expiration of **forty-five (45) Working Days** beginning on the date that work begins or beginning on the nineteenth (19th) calendar day after approval of the contract (contract fully executed by all parties), whichever occurs first.
- 1401 Refer to Section 15.3 (c) – “Liquidated Damages” of the General Provisions and Section 2900 – “Liquidated Damages” of these Special Provisions when work is not completed in the time stipulated in the Contract.

SECTION 1500 Work Schedule

- 1500 Prior to the start of construction, a “Pre-Construction Meeting” will be called by the City Contract Representative with the Contractor, his subcontractors, and all concerned, which may include hydro-geologist, utility company representatives, inspector, and construction manager to coordinate and schedule the proposed work.
- 1501 The Contractor shall provide the City Contract Representative with a work schedule indicating the order of work and the dates when work is to proceed and substantial completion is anticipated. No work shall commence until the City Contract Representative has approved this schedule. This schedule shall be adhered to and the Contractor shall notify the City Contract representative when deviations may occur. The City Contract Representative shall approve any changes to the schedule.
- 1502 For projects with a time of completion greater than forty (40) working days, the Contractor shall submit a monthly updated schedule that includes the status of work completed to date, the work yet to be performed as planned, and any actions required to position project in line with the approved schedule.

- 1503 Contractor shall include changes to updated schedules that do not alter a critical path or extend the scheduled completion date compared to the current schedule. Changes may include:
- 1503.1 Adding or deleting activities
 - 1503.2 Changing activity constraints
 - 1503.3 Changing durations
 - 1503.4 Changing logic
 - 1503.5 Corrective actions necessary to adhere to approved schedule
- If any proposed change in planned work would alter the critical path or extend the scheduled completion date, submit a revised schedule within fifteen (15) working days of the proposed change.
- 1504 Contractor will submit a weekly Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City Contract Representative prior to the weekly construction meeting. The Contractor shall participate in short interval scheduling coordination during the weekly construction meetings.

SECTION 1600 Wages and Payment

- 1600 Labor Nondiscrimination. Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.
- PAYMENT OF PREVAILING WAGES IS REQUIRED UNDER THIS CONTRACT
NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(Gov. Code, Section 12990)
- 1601 Attention is directed to Section 7-1.02K (2), "**Wages**" and Section 7-1.02K (3), "**Certified Payroll Records (Labor Code § 1776)**" of the Standard Specifications.
- 1602 The general prevailing wage rates determined by the Director of Industrial Relations, for the county in which the work is to be done, are available at the City of Tulare. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the City of Tulare and available from the California Department of Industrial Relations' Internet web site at: <http://www.dir.ca.gov>
- 1603 Certified payrolls shall be submitted with each progress payment request, for the period covered by the progress payment. In addition, a fringe benefit statement is required with the first progress payment request and at any time changes occur in the fringe benefits.
- 1604 Copies of fringe benefit statements and certified payrolls without the employees' names, addresses, and social security numbers will be forwarded by the City to interested parties upon written request.
- 1605 Contractor and all subcontractors shall maintain their certified and/or nonperformance payrolls on a weekly basis and shall submit said payrolls weekly, both electronically and

in hard copy form, to the location specified by the labor Compliance Program Representative at the job start meeting.

- 1606 Attention is directed to the provisions in Section 5-1.13, "**Subcontracting**," and Section 2, "**Bidding**," and Section 3, "**Contract Award and Execution**" of the Standard Specifications and these Special Provisions.
- 1607 Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html
- 1608 Attention is directed to the provisions in Sections 10262 and 10262.5 of the "**Public Contract Code**" and Section 7108.5 of the "**Business and Professions Code**" concerning prompt payment to subcontractors.
- 1609 The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 9-1.17, "**Payment after Contract Acceptance**" of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- 1610 Attention is directed to Section 9 - "**Payment**," of the Standard Specifications, and Section 10 – "Measurement and Payment" of the General Provisions.
- 1611 The City of Tulare will enforce prompt payment in accordance with Section 10262 of the Public Contract Code of the State of California as follows:
- 1611.1 A prime contractor or subcontractor shall pay to any subcontractor, not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, then the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount.
- 1611.2 Any Violation of this Section shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two (2%) percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to their attorney's fees and costs.
- 1611.3 The sections authorized under this Section shall be separate from, and in addition to, all other remedies either civil, administrative, or criminal.
- 1611.4 This section applies to all private works of improvement and to all public works of improvement, except where Section 10262 of the Public Contract Code applies.
- 1612 At the mandatory pre-construction conferences held for all projects using State or Federal funding, the City of Tulare will discuss the subcontracting requirements. The City will also discuss requirements related to labor compliance and equal employment opportunity, and

advise the contractor of the deadlines for submitting payrolls and other required documents. The City will advise the contractor of the contractual and administrative deductions that will be applied for noncompliance, and will provide any necessary state-furnished forms and posters.

SECTION 1700 Intent of Plans and Specifications

1700 The intent of the Plans and Specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

SECTION 1800 Changes

1800 The City reserves the right to make such alterations, deviations, additions to or deletions from the Plans and Specifications, including the right to increase or decrease the quantity of any item or portion of the work or to delete any item or portions of the work, as may be deemed by the City Contract Representative to be necessary or advisable and to require such extra work as may be determined by the City Contract Representative to be required for the proper completion or construction of the whole work contemplated.

1801 Those changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved in writing by the City Contract Representative.

SECTION 1900 Cooperation by Contractor

1900 The Contractor shall coordinate Contractor's work with other contractors, utility companies, and governmental forces working in the vicinity of the Work.

SECTION 2000 Private and Public Property

2000 The City owned well site is 290 feet (east/west) by 100 feet (north/south). The corners of the City owned lot will be staked prior to the work being performed.

2001 The Contractor shall restrict his activities to the well site and shall not impact adjacent surrounding private property. The City lot shall be restored to preconstruction conditions upon completion of the work and prior to final acceptance.

2002 The Contractor shall protect all private and public property and shall replace in kind, repair to a condition equal to the original condition, or pay for any damage thereto.

2003 All existing utilities and improvements that become damaged during construction shall be completely restored to the satisfaction of the Engineer at the Contractor's sole expense.

- 2004 The Contractor shall be responsible for obtaining prior approval from a property owner whose land will be used as a Contractor's storage yard or staging area in the course of completing the work. The agreement shall:
1. State the location of the property and provide name, address, and phone number of property owner.
 2. Include all items mutually agreed to between Contractor and property owner.
 3. Include a statement explicitly stating there are no other agreements other than those included therein.
 4. Be presented to City Engineer in final executed form prior to occupation and use of land.
 5. Include all property owner's signatures or his or her attorneys-in-fact signatures and attorney-in-fact forms.
- 2005 Prior to final acceptance of the work, Contractor shall obtain a written release from property owner stating that all mutually agreed to items have been satisfactorily met. Said release shall be submitted to Engineer prior to final acceptance of the work.

SECTION 2100 Utilities

2100 Utility locations can be obtained by contacting Underground Service Alert (USA).

USA Toll Free 1-800-227-2600 or 811

2101 All existing utility mains and service lines shall be kept in constant service during the construction of this project. Hand excavating shall be employed where necessary to safely expose existing utilities.

SECTION 2200 Cleanup and Dust Control

2200 During all phases of construction and until completion of the project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall control dust by sweeping street surfaces to remove dirt and applying water as needed to maintain a clean and dust free street surface during construction (Saturdays, Sundays, and legal holidays included). Contractor shall comply with all regulations of the San Joaquin Valley Air Pollution Control District and shall be responsible for any violations and resulting fines if found to be out of compliance.

2201 Water shall be taken from a City owned meter only. The meter shall be installed in accordance with Section 2300 – "Construction Water" of these Special Provisions.

2202 Payment for Cleanup and Dust Control shall be included in the contract prices paid for various items of work which may require cleanup and dust control and no separate payment will be made therefor.

SECTION 2300 Construction Water

2300 Contractor shall pay for all water used on this project. Contractor shall rent the number of meters required and pay the appropriate fees to the City Finance Department. Contractor will be billed for all water used and any damage to the meters. City personnel will move the meters when requested.

2301 A minimum non-refundable \$100 connection and meter installation/removal charge shall be prepaid. The Contractor is responsible for any water used and will be billed at the established metered rates.

2302 The closest City fire hydrant is located approximately 100 feet west of the well site on the west side of South J Street.

SECTION 2400 City Business License and Required Tax Documents

2400 After the award of contract to Contractor and prior to the start of work, Contractor and all Subcontractors doing work under this contract shall in accordance with Section 5.04.070 of the City of Tulare Municipal Code, obtain a "City of Tulare Business License." The current fee rates are available by contacting the City of Tulare, Finance Department, (559) 684-4232.

2401 No payment will be made to the Contractor until the Contractor and all Subcontractors have obtained a City Business License. The Contractor shall also complete an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certificate," and a State of California Franchise Tax Board Form 590, "Withholding Exemption Certificate."

SECTION 2500 "OR EQUAL" Clause

2500 Whenever a material, article, or piece of equipment is identified on the Plans, in these Special Provisions, or in the Specifications by reference to manufacturer's or vendor's name, trade names, or catalogue numbers, it is intended merely to establish a standard and any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Any "OR EQUAL" substitution shall not be purchased or installed by the Contractor without the Engineer's written approval.

SECTION 2600 Equal Employment Opportunity

2600 No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; Title VI of the Civil Rights Act of 1964 (42USC 2000d) and Section 112 of Public Law 92-65.

2601 No person shall be discriminated against on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or religion except that any exception from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VII of the Act of April 11, 1968, shall also apply.

SECTION 2700 Local Tax Matters

2700 The Contractor shall cooperate with the City of Tulare and its authorized representatives on all local tax matters. It is the desire of the City to ensure that sales and use taxes related to the contract are fully allocated to the City. Note that this will not increase the sales or use taxes paid by the Contractor. It will only change how certain sales and use taxes

associated with this Contract are reported to the State Board of Equalization, and subsequently how the board distributes said taxes.

SECTION 2800 Submittals

- 2800 Complete drawings and Specifications of all materials and equipment to be supplied for the work shall be submitted to the Engineer for approval. The manufacturer's name, model, and type for each item of equipment and materials furnished shall be included in addition to description in sufficient detail to enable the Engineer to properly evaluate the submittal. The associated Specification Section number shall be included on all submittals. The Contractor shall provide a minimum of four (4) copies of each submittal. The City or its agent will keep two copies and return two copies. Email of submittals is acceptable if followed up with hardcopies. If the Contractor desires more than two hardcopies, he shall transfer the City's or its Representative's comments onto additional copies at his own expense. The following categories are expected to be included in the review: A: No Exceptions Taken; B: Make Corrections Noted; C: Submit Specified Item; D: Revise and Resubmit; E: Rejected.
- 2801 The following information shall be included as part of the submittal process:
- 2801.1 All Well Construction Material and Equipment.
 - 2801.2 Construction Equipment Layout Plan
 - 2801.3 Copy of well drilling permit.
 - 2801.4 Data sheets for any proposed drilling fluids other than water.
 - 2801.5 Copy of forms to be used for recording pumping and surging and pump test data.
- 2802 Not later than the preconstruction meeting, the Contractor shall submit drawings and information describing materials and equipment in sufficient detail to determine whether the materials and equipment conform to the specifications. The Contractor shall verify that the material and equipment described in each submittal conform to the requirements of the specifications and drawings.
- 2803 Submittals are to be grouped and submitted so that each transmittal addresses only a specific part of the contract, to facilitate processing and review.
- 2804 The Contractor shall sign all submittals with an appropriate statement that certifies that the Contractor has reviewed the submittal and indicates his determinations relative to its conformance to the requirements of the specifications and drawings.
- 2805 Contractor shall provide adequate time (fifteen working days minimum for first submittals) for City processing and reviewing, and should anticipate the potential for resubmittals where such is likely. No allowances will be made for delays occasioned by the Contractor's failure to follow submittal requirements. In no case will there be compensation for any delay due to submittal processing.
- 2806 If the Contractor proposes to provide material or equipment which does not conform to all of the specifications and drawings, the deviation shall be indicated by clearly noting "Deviation" on the transmittal form accompanying the submittal copies. The Contractor shall prepare arguments for the change, include cost differential, and shall request a change order to cover the deviations. Deviations are only approved by change orders.

- 2807 Acceptance by the Engineer of any drawings, method of work, or any information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of responsibility for any errors therein, and shall not be regarded as an assumption of risks or liability by the Owner, or by any officers or employees thereof. Submittal processing will not include review of site specific measurements and/or dimensions. The Contractor is solely responsible for determining all field dimensions and shall not rely on the approval of shop drawings or submittals as a claim for misfit materials.
- 2808 The Contractor shall have no claim under the contract on account of the failure, partial failure, inefficiency or insufficiency of any plan or method of work or material or equipment so accepted.
- 2809 Such acceptance by the Owner shall be considered to mean merely that the Owner has no objection to the Contractor using, upon the Contractor's own full responsibility, the plan or method of work proposed, or providing the material or equipment proposed.

SECTION 2900 Liquidated Damages

- 2900 In addition to the Liquidated Damages identified in Section 15.3 (c) of the General Provisions the following Liquidated Damages are applicable to the Work.
- 2901 If at any time during the construction period the Engineer determines the Contractor is not in substantial conformance with any of the following provisions of the Specifications related to **Public Safety and/or Convenience**, the Contractor shall be advised in writing of said non-conformance. If the Contractor does not bring that portion of the work into conformance within two (2) working days of receipt of said written notice, Liquidated Damages shall be assessed in the amounts noted below for each calendar day the Contractor remains in non-conformance:

<u>Pertinent Section of Special Provisions</u>	<u>General Description (see pertinent sections for details)</u>	<u>Liquidated Damages</u>
1202	Non-Compliance with requirements for Contractor to Perform thirty (30%) percent of the work.	10% of Contract Amount
2300	Dust Control not in compliance with applicable regulations and Specifications.	\$1,000/day

- 2902 In addition, the Contractor shall be liable for any expenses incurred by the City in providing for said **dust control, or public safety and/or convenience** during any period of non-conformance, including all labor, materials, and equipment utilized by the City.
- 2903 In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner:
- 2903.1 For any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and
- 2903.2 For the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in this Agreement for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

2904 After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in this Agreement for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

SECTION 3000 Existing Conditions

3000 The Contractor shall conduct Contractor's own independent investigation of the surface and subsurface conditions. Contractor shall have no claim against the City of Tulare, the Engineer, nor any other officer or authorized agent of the City should conditions differ from those indicated on the Plans and Specifications.

SECTION 3100 Surveying

3100 Such stakes or marks will be set by the Engineer as he determines to be necessary to establish the lines and grades required for the completion of the work specified in these Specifications, on the Plans and in the Special Provisions.

3101 When the Contractor requires such stakes or marks, he shall notify the Engineer of his requirements in writing a reasonable length of time in advance of starting operations that require such stakes or marks. In no event shall a notice of less than two (2) working days be considered a reasonable length of time.

3102 Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged they will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

SECTION 3200 Experience and Qualifications

3200 The Contractor shall have had a California Well Driller's License (C57) for at least five years and have constructed at least five reverse rotary large-capacity municipal wells to a depth of at least 700 feet in similar materials as at the site.

3201 The Contractor shall submit a list of municipal wells successfully completed in the last five years that were at least 700 feet in depth. Information on clients, dates, engineers, and geologists shall be submitted as a part of the bid proposal. Refer to "References for Construction Projects Completed" forms contained in this document.

3202 Failure to demonstrate adequate experience will be grounds for rejection of the proposal.

3203 A test well has been done adjacent to the well site and the geologic log is appended.

SECTION 3300 Water Well Standards

3300 All work on this project shall comply with the Water Well Standards: State of California as outlined by the State of California, Department of Water Resources in Bulletin 74-81, December, 1981 and Bulletin 74-90, January 1990 and the Tulare County Water Well

Standards. For standards that are periodically updated, the most current version of said standards shall be used. Any deviation from these standards requires approval from the engineer.

SECTION 3400 Permits

3400 The Contractor shall obtain necessary water well drilling permits at his cost from the Tulare County Department of Environmental Health.

SECTION 3500 Construction Records and Deliverables

3500 The Contractor shall maintain and keep records providing the following information. These shall be provided to the engineer as specified.

3500.1 Drillers Daily Report: An accurate daily written report of the depths drilled, the work performed, hours worked, personnel on-site, and formations encountered shall be maintained up-to-date by the Contractor on-site. The reports shall be in triplicate format and one copy provided to the engineer each morning.

3500.2 An accurate current tally of the drill pipe in the hole shall be maintained and available for the engineer's review.

3500.3 Contractor shall take representative samples of the drill cuttings at 10-foot depth intervals from the ground surface to the total depth of the hole, placed in sealable plastic bags, and properly labeled as to depth. The samples shall be stored on the ground in a safe, dry area.

3500.4 The contractor shall have an electric and a caliper log run by Boredata, West Coast Geophysical, or Welenco in the well. The logs will be submitted to the Geologist.

3500.5 The Contractor shall perform a deviation survey of the well every 100 feet in order to ensure the straightness of the hole. A drift indicator reading three degrees maximum shall be employed on the hole. One-half degree is the maximum allowable deviation for the total depth of the well. The results shall be submitted to the engineer and will become the property of City of Tulare.

3500.6 A completion report for the well will be submitted to the engineer, Tulare County, California Department of Water Resources, and the City of Tulare and shall show: casing diameter, wall thickness, casing material type, depths and lengths of casing and screen installed, type and aperture size of casing openings/screen, borehole diameter, cement seal depths, gradation and depth interval of gravel envelope, and all other pertinent information.

SECTION 3600 Removal and Storage of Drilling Fluids and Cuttings

3600 Excess materials produced in drilling the well shall be maintained on-site at all times and shall be removed from the site to a suitable and legal disposal sites at the expense of the Contractor upon completion of the project. The final disposal site is to be determined and coordinated by the Contractor with approval of the City.

3601 Except for the presence of the casing and appurtenances of the completed well, the site shall be returned to its original condition.

SECTION 3700 Disposal of Water

3700 The Contractor shall be responsible for the disposal and discharge of pumped water and development water as required. Contractor shall furnish and install, maintain, and remove all necessary discharge piping and appurtenances.

3701 For bidding purposes, the Contract will be allowed to discharge clean pumped water and clean development water into the adjacent 'J' Street storm sewer system. Water containing drilling fluids or other suspended solids in quantities greater than 60 mg/l (NTU > 55) shall be disposed of by the Contractor offsite. The final disposal site is to be determined and coordinated by the Contractor with approval of the City.

SECTION 3800 Mobilization/Demobilization

3800 Scope:

3800.1 Mobilization and demobilization shall include the transportation of personnel, equipment, and operating supplies to and from the site; establishment of portable sanitary facilities; obtaining an adequate source of drilling water; provision for the installation/removal of pumping equipment and discharge lines and other work required by the Contractor in these specifications not listed in a separate line item.

3800.2 The Contractor shall provide a reverse rotary drilling rig with above ground mud pits; all tools, accessories, power, fuel, materials, supplies, lighting, water, and other support equipment; and experienced personnel necessary to conduct efficient drilling operations. The drilling rig shall be in good condition and of such capacity to drill the hole and construct the well required by these specifications to a depth of 700 feet, if necessary.

3801 Measurement and Payment:

3801.1 Measurement and payment shall include the cost of all work and materials involved for mobilization, demobilization, permitting, and clean-up associated with the drilling of this well. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

3801.2 The Contractor shall be held responsible and payment may be withheld for damages done to the well due to any cause or negligence or faulty operation.

3801.3 Payment for Mobilization / Demobilization shall not exceed \$10,000. Payment for mobilization shall be made with the first progress payment and shall not exceed 80 percent of the bid/contract amount. Payment for demobilization shall be made with the last progress payment and shall not be less than 20 percent of the bid amount.

SECTION 3900 Conductor Casing

3900 Scope:

- 3900.1 The Contractor shall drill a minimum thirty-eight (38) inch diameter bore hole from the ground surface to a depth of 50 feet.
- 3900.2 The 30-inch I. D. steel conductor casing will be installed and grouted in, to serve as a surface sanitary seal.

3901 Material Requirements:

- 3901.1 The conductor casing shall be fabricated of steel plate conforming to the requirements of ASTM designation A-139-74, Grade B steel.
- 3901.2 Casing sections shall be spirally welded or manufactured of single plates, with one longitudinal seam parallel to the casing axis and one circumferential seam in ten-feet of casing length.
- 3901.3 The conductor casing shall conform to the following requirements:

Length	50 feet
Inside Diameter	30 inches
Plate Thickness	5/16-inch
Annular Seal	50 feet

3902 Installation Requirements:

- 3902.1 A thirty-eight (38) inch diameter hole shall be drilled to a minimum depth of fifty (50) feet and the drill cuttings stockpiled in an area approved by the City.
- 3902.2 The 30-inch I. D. conductor casing shall be shop assembled in sections and be field welded with joints that are collared or butt welded.
- 3902.3 All joints in the conductor casings shall be securely welded a minimum of the conductor wall thickness and shall be watertight.
- 3902.4 All welds shall be continuous and all welders shall be pre-qualified under the AWS Standard Qualification procedure for the type of work being performed.
- 3902.5 Centering guides shall be welded to the conductor casings with a minimum two sets of guides (one near the bottom and one near the top). Each set shall consist of three guides spaced circumferentially.

3903 After the conductor casing has been installed it shall be sealed by pressure grouting the annular space between the hole and the conductor casing in accordance with AWWA Standard A-100-97 and Section 4400 "Annular Seal".

- 3903.1 Cement grout shall be pumped under pressure through a tremie pipe from the bottom of the hole to the top. The tremie pipe shall be gradually raised as the grout is placed. The concrete seal shall be brought to the ground surface and be visible outside of the conductor casing.

- 3903.2 After cementing operations are completed, the concrete shall be left undisturbed for a period of not less than 24 hours.
- 3903.3 Any conductor or casing left open and unattended shall be covered with a secure cover.
- 3904 The flow pipes to the mud pits shall be removed after completion of the well construction, and a plate shall be welded on to close the openings in the conductor casing.
- 3905 The Contractor shall be responsible for scheduling the installation of the annular seal for the conductor with the geologist and Tulare County Environmental Health prior to placement.
- 3906 Measurement and Payment:
- 3906.1 Measurement and payment shall be made on a lineal foot basis for the actual length of the completed conductor, including the cost of all work and materials specified in this section including the drilling of the bore hole, furnishing and installing the conductor pipe, and cement sealing. Such payment shall constitute full compensation for all labor, equipment, tools and all other items necessary and incidental to the completion of the work.

SECTION 4000 Hole Drilling

- 4000 Scope:
- 4000.1 A 28-inch diameter hole shall be drilled below the bottom of the conductor casing to an estimated depth of 600 feet, using reverse circulation rotary drilling.
- 4000.2 The Contractor shall maintain adequate facilities for the collection of representative samples of the drill cuttings.
- 4000.3 The mud pit shall have a volume at least three times greater than the borehole volume. The pits shall be above ground and be partitioned so as to provide a barrier from the cuttings to the return line. The compartment layout shall provide for maximum removal of drill cuttings and avoid re-circulation of these materials back down the hole. The pit shall be cleaned and maintained throughout the drilling process and particularly when water producing strata are encountered beneath thick clay layers.
- 4000.4 Cuttings shall be removed from the pits and stored on-site in a designated area.
- 4000.5 After completion of the work, the Contractor shall remove all fluids and cuttings from the designated area and legally dispose of the same.
- 4001 The hole shall be straight and plumb with a maximum deviation from plumb not to exceed 6 inches per 100 feet for any depth. There shall be no reversal or deviation from any direction in a single plane for the full depth of the hole.
- 4002 Satisfactory alignment of the drilled hole shall be the responsibility of the Contractor. The drilled hole shall be checked for alignment and kept within the above specifications. Graphic records shall be kept of all straightness surveys. Any deviation exceeding the tolerance limits set forth herein, deemed unacceptable by the Geologist, shall be

satisfactorily remedied by any reasonable method selected by the Contractor with the approval of the engineer. Where any deviation cannot be satisfactorily remedied the drilled hole will be deemed unacceptable and shall be abandoned, backfilled as directed by the engineer and a new hole drilled. No additional compensation will be allowed for abandoning and back-filling of an unacceptable hole and the drilling of a new hole. All costs therefore shall be borne by the Contractor.

4003 Once the hole is completed, the Contractor shall provide electric and caliper logging as specified herein. Once this logging is complete, the Contractor shall provide the Geologist with a well construction schedule.

4004 Drilling Fluid:

4004.1 Only water from the City of Tulare system shall be used for drilling fluid. Any fluid or additive, other than water, shall receive approval by the geologist prior to its use.

4004.2 The Contractor shall maintain a fluid system of minimum weight and low solids content which deposits a thin, easily removed filter cake on the face of the borehole.

4005 Electric Log:

4005.1 Upon completion of the hole, the Contractor shall have Boredata, Stewart Well Logging, or Pacific Surveys run an electric log for the full depth of the hole.

4005.2 The Geologist shall be notified at least six (6) hours before the electric log is conducted.

4005.3 The electric log shall include spontaneous potential and short and long normal resistivity curves.

4005.4 It shall be the Contractor's responsibility to coordinate and furnish the results of this logging and ensure that the log is run to the total depth of the hole. The Contractor shall provide the Geologist with three field copies and the engineer with six final copies of this log.

4006 Caliper Log:

4006.1 Upon completion of the reamed hole to the total depth, a caliper log shall be run by Boredata, Stewart Well Logging, or Pacific Surveys.

4006.2 The Geologist shall be notified at least six (6) hours before the caliper log is conducted.

4006.3 The caliper tool shall be calibrated immediately prior to logging with at least three gauge rings. The caliper tool shall be large enough to measure borehole diameters up to 36 inches in diameter.

4006.4 The caliper log shall be used to determine the hole diameter, and calculate the actual volumes of gravel and cement grout required to fill the annulus between

the casing and the borehole. Three field copies and six final copies will be provided.

4007 Measurement and Payment:

4007.1 Measurement and payment for the hole drilling shall be made on a lineal foot basis for the actual length (not including conductor casing depth) of the completed hole, including the cost of all work and materials involved in drilling the hole, and providing the electric and caliper logging.

4007.2 Such payment shall constitute full compensation for all labor, equipment, tools, and all other necessary and incidental to the completion of the work.

4008 Rejected Well.

4008.1 No payment shall be made for any labor, tools, equipment, materials, or transportation costs associated with the drilling of the bore holes when such hole or holes fails to meet the specified final depth, diameter, plumbness, or alignment, or tolerances for any preventable cause. Such hole shall be rejected and shall be replaced as specified herein. Preventable failures include any failure caused by faulty or inadequate drilling equipment, negligence or improper drilling operations or techniques, installation of faulty or non-approved materials, or improperly protecting the drilled hole from natural elements, including cave-in resulting from existing soil conditions or delays.

4008.2 Any rejected well hole shall be properly abandoned at no additional cost to the Owner or its agents and in accordance with applicable provisions of Bulletin No. 74 of the State of California, Department of Water Resources, entitled "Water Well Standards, State of California," dated December, 1981 and Bulletin No. 74-90 dated January, 1990 and the Tulare County Water Well Ordinance. For standards which are periodically updated, the most current version of said standard shall apply. Any rejected bore hole shall be replaced by another hole adjacent to the first, at a location provided by the engineer.

SECTION 4100 Well Casing

4100 Scope:

4100.1 The Contractor shall furnish and install new factory assembled well casing as detailed in the drawings and described herein.

4100.2 The exact perforated and blank intervals, gravel size and slot size shall be confirmed by the Geologist after the electric log has been completed. Slight modifications may be made after interpreting the electric log.

4100.3 For bidding purposes, the well casing shall conform to the following estimated requirements:

Length Blank Casing:	340 feet
Length of Compression Section:	20 feet
Length Perforated Casing:	240 feet
Casing Diameter:	16-5/8-inch O.D.

Wall Thickness - Blank: 3/8-inch (5/16-inch for bottom 20 feet)
- Perforated: 5/16-inch

4101 General:

- 4101.1 Casing shall be Roscoe Moss, corrosion resistant, high-strength, low-alloy steel.
- 4101.2 Perforated casing shall be Roscoe Moss "Ful Flo" louvered well casing and the slot size will be 0.06-inch.

4102 Casing Materials – General:

- 4102.1 The well casing shall be fabricated of steel plate conforming to the requirements of ASTM designation A242. All casing shall be new and free from corrosion. The casings shall be fabricated from high-strength, low-alloy steel in accordance with the ASTM Specification A606 Type 4 using the spiral double weld process, in accordance with ASTM Specification A139 Grade B.
- 4102.2 The Contractor shall submit to the engineer a test report certifying the chemical and physical properties of the steel well casing. In addition, the casing manufacturer shall submit a certificate of verification that the well casing meets or exceeds all requirements specified by AWWA A100 for the depth, diameter, and wall thickness of the casing installed.
- 4102.3 The casing shall extend from the specified depth to three feet above ground surface and be capped.
- 4102.4 The casing shall be supplied in 40-foot lengths. In no case shall the Contractor use shorter lengths, except to match depth intervals specified by the Geologist.

4103 Blank Casing:

- 4103.1 A smooth cap shall be installed at the bottom of the casing.
- 4103.2 Factory assembled collars shall be provided on the ends of the casing joints in accordance with the following standards:
 - 4103.2 (a) Collars for each casing joint shall conform to the requirements of the casing to which they are to be attached.
 - 4103.2 (b) Collars shall be the same thickness of the casing, shall be a minimum of 5 inches in width, shall be rolled to fit the outside diameter of the casing, and shall be welded to the casing sections as specified herein.
 - 4103.2 (c) The inside edge of the collars shall be ground or sufficiently scarified to remove sharp edges or burrs.
 - 4103.2 (d) Section ends shall be machined flat perpendicular to the axis of the casing and shall not vary more than 0.010-inch at any point from a true plane at right angles to the axis of the casing.
 - 4103.2 (e) Three one-inch diameter alignment holes shall be provided in each collar, equidistantly spaced around the collar, to ensure proper matching of the sections.
 - 4103.2 (f) The alignment holes shall be welded closed prior to placing the casing in the well hole.

- 4103.3 A two-inch diameter steel sounding tube shall be installed outside the casing of the well and shall enter the casing at a designated depth via an approved transition into the casing – See Section 4200 “Gravel Feed Tubes and Sounding Tubes.”
- 4104 Compression Section:
- 4104.1 The compression section shall be manufactured to the same standards as the blank casing specified above, including the collars.
- 4104.2 The compression section will be twenty (20) feet long with six (6) feet of travel.
- 4105 Perforated Casing:
- 4105.1 The perforated casing shall be manufactured to the same standards as the blank casing specified above including the collars for each casing section.
- 4105.2 The 0.06-inch openings in the perforated casing shall be machine made, horizontal to the axis of the casing, and of a louver form with the aperture facing downward using Roscoe Moss “Ful Flo” casing.
- 4106 Casing Installation:
- 4106.1 The Contractor shall install the casings in the holes in accordance with the final approved casing schedule provided by the Geologist.
- 4106.2 Casing installation shall be by an approved method that will ensure that no damage occurs to either the casing or the drilled hole.
- 4106.3 Suitable casing centralizers made of the same materials as the casing shall be installed. The centralizers shall be two-inches (2") wide by thirty-inches (30") long by 5/16-inches thick and be welded to the casing at the joints in order to center and hold the casing in proper position until the gravel and cement seal are in place. There shall be three centralizers equidistantly spaced around each well casing at seventy (70) foot depth intervals. The casing centralizers shall extend out radially five-inches (5") from the surface of the casing.
- 4106.4 The casing shall be suspended above the bottom of the drilled hole to ensure that the casing is not resting on the bottom.
- 4106.5 The casing shall be lowered in the hole with the collared end facing upward. The plain end of the following casing joint shall be inserted in the collar. True contact of the two joints shall be verified by observation through the inspection holes. Spot welds shall be placed on the collars in order to hold the contact position. The welding procedure for joining the casing sections shall be in accordance with Section 4107 “Field Welding.”
- 4106.6 The Contractor shall record and maintain the length of the casing and ensure that the casing is installed in accordance with the approved casing schedule. The Contractor shall visibly inspect the interior of each casing section as it is lifted into position for welding to verify that there are no obstructions or deleterious materials in the interior of the casing.
- 4106.7 A permanent gravel feed tube shall be installed with the casing as specified in Section 4200 “Gravel Feed Tube and Sounding Tube.”

4107 Field Welding:

- 4107.1 Field welding of each casing shall conform to the American Welding Society (AWS) requirements for Welding of Transmission Pipelines. Welders employed for field assembly of well casing and screen shall be qualified in accordance with the latest version of ASME Boiler Construction Code, or by the AWS Standard Qualification Procedure.
- 4107.2 The Contractor shall provide to the Engineer prior to any welding the Welder's Certification papers for the pre-qualified welding process associated with the welding contained in these specifications.
- 4107.3 Welded joints of casing sections shall be continuous full fillet welds. All joints shall be welded. Welds shall consist of, at a minimum, two passes:
- 4107.4 Rod sizes and welding amperages shall be appropriate for the welding procedure used.
- 4107.5 Slag shall be wire brushed or wire wheeled clean at all starts and stops and prior to making a succeeding pass.
- 4107.6 Special attention shall be given to carefully welding shut all inspection holes for observing casing joint alignment.

4108 Rejected Well:

- 4108.1 No payment shall be made for any labor, equipment, tools, incidentals or transportation costs associated with the construction of the well when such well fails to meet requirements for being plumb or the requirements for alignment.
- 4108.2 A rejected well shall be properly abandoned at no additional cost to the Owner and in accordance with applicable provisions of Bulletin No.74 of the State of California, Department of Water Resources, entitled "Water Well Standards, State of California", dated December, 1981 and Bulletin 74-90, dated January, 1990 and the Tulare County Water Well Standards. For standards which are periodically updated, the most current version of said standards shall be used.
- 4108.3 Any rejected well hole shall be replaced by another hole adjacent to the first, at a location directed by the Engineer.

4109 Measurement and Payment:

- 4109.1 Measurement and payment for the well casing shall be made on a lineal foot basis for the actual length for blank casing and for perforated casing. Payment shall include the cost of all work and materials specified herein which includes furnishing and installing the 16-5/8-inch outside diameter blank, compression section, and perforated casings.
- 4109.2 Payment shall be as stated in the Bid Schedule for the "Furnish and Install 16-5/8-Inch O.D. x 3/8-Inch Wall Blank HSLA Steel Casing" - Bid Item No. 4, and "Furnish and Install 16-5/8-Inch O.D. x 5/16-Inch Wall "FulFlo" Louvered HSLA Steel Casing" - Bid Item No. 5, and "Furnish and Install 16-5/8-Inch O.D. x 3/8-Inch Wall Blank HSLA Steel Casing - Compression Section" - Bid Item No. 6.

SECTION 4200 Gravel Feed Tubes and Sounding Tubes

4200 Materials:

4200.1 Gravel Feed Tube. The gravel feed tube shall be three-inch diameter ASTM A53, Grade B, Schedule 40-steel pipe, and shall be installed to an estimated depth of 325 feet.

4200.2 Sounding Tube (Access Tube).

4200.2 (a) A two and three eighths-inch (2 3/8") outside diameter ASTM A53 A106 AP15L Grade B Seamless Schedule 80 carbon steel sounding tube shall be installed in the well from the surface to a depth of 460 feet below ground surface, and be capped at the surface.

4200.2 (b) The compression section will be 20 feet long with six feet of travel.

4200.2 (c) Contractor shall provide the City a detail of the proposed transition into the well casing prior to the commencement of drilling.

4200.2 (d) The transition box shall be high-strength, low-alloy steel.

4201 Installation:

4201.1 Gravel Feed Tube.

4201.1 (a) The gravel feed tube shall be installed in the hole before the well casing is installed. All joints shall be clamped for alignment and then welded.

4201.1 (b) Prior to the installation of the gravel feed tube or any gravel, the tube shall be chased with a weight to ensure the pipe is open and free to pass gravel.

4201.2 Sounding Tube.

4201.2 (a) The sounding tube shall be installed with the well casing.

4201.2 (b) The tubing shall be butt-welded together and tack-welded to each casing collar to hold it in place.

4201.2 (c) The sounding tube joints shall be chased with a weight to ensure that the tube is open and free of obstructions.

4201.2 (d) The bottom of the sounding tube shall terminate in a fabricated steel box welded to an opening in the well casing at a depth specified by the engineer.

4201.2 (e) Extreme care shall be taken to ensure that the inner surface of the casing is not penetrated by the box or by welding burrs.

4201.2 (f) No part of the sounding tube shall protrude into the well casing.

4201.2 (g) The sounding tube shall have a compression section from 320 to 340 feet in depth.

4202 Measurement and Payment.

4202.1 Measurement and payment for installing the gravel feed tube and the sounding tube shall be made on a lineal foot basis for the actual length installed and include

the cost of all work and materials necessary to complete the installation. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

- 4202.2 Payment shall be made as stated in the Bid Schedule for the “Furnish and Install 3-Inch Diameter Gravel Feed Tube” - Bid Item No. 8 and “Furnish and Install 2-Inch Diameter Sounding Tube” - Bid Item No. 9.

SECTION 4300 Gravel Envelope

4300 Scope:

- 4300.1 A gravel envelope shall be installed from the bottom of the bore hole to the depth of 320 feet to fill the annulus between the hole and the well casing.
- 4300.2 Gravel shall be composed of sound, durable, well rounded natural particles and shall be free of organic matter, clay balls, and other deleterious substances.

4301 Gravel Materials.

- 4301.1 The gravel shall be SRI No. 8, or an approved equivalent.
- 4301.2 Samples of the gravel shall be submitted by the Contractor to the Geologist for approval prior to placement. Copies of sieve analyses by a certified laboratory shall be submitted with the samples.
- 4301.3 Material data sheets, analyzed by an approved laboratory, describing the physical and chemical characteristics of the gravel along with a gravel sample shall be submitted for review and approval prior to any shipment of gravel. Tests for gradation of gravel pack material shall be performed according to the method of testing specified in ASTM C136.
- 4301.4 Any material delivered to the site shall be accompanied with a certified weight ticket detailing the weight of the material. Any loads not meeting the characteristics as approved by the said submitted data sheets and samples shall be rejected at the expense of the Contractor. Gravel that comes in contact with the ground shall not be used. All gravel shall be protected from contamination until installed.

4302 Gravel Installation.

- 4302.1 Prior to placement of the gravel envelope in the well, the drilling fluid shall be thinned with clean water. Clean water (not from the mud pit) shall be circulated during gravel placement.
- 4302.2 Gravel, as specified, shall be installed in the annular space between the drilled hole and the casing. The gravel shall be carefully installed to insure complete filling of the annular space from the bottom of the hole up to the depth specified by the engineer.
- 4302.3 The gravel pack shall be placed by means of a tremie pipe.
- 4302.4 The Contractor shall maintain a log of gravel placed and the corresponding depth of placement.
- 4302.5 The tremie pipe shall be gradually lifted from the bottom when the gravel reaches the bottom of the tremie pipe. Gravel shall be placed to ensure continuity of the gravel pack without creating voids, separations, or bridging.

- 4302.6 The rate of gravel placement shall proceed without interruption until completion.
- 4302.7 During the entire gravel packing operation, clean water (not from the mud pit) along with 12% sodium hypochlorite shall be circulated through the perforated casing and up the annular space outside the casing in accordance with AWWA C-654.
- 4302.8 When the gravel has been placed, a swab shall be carefully worked opposite all perforated sections of casing while circulating with clean water. As the gravel settles, more shall be added. This operation shall be performed until there is no further measurable settlement of gravel, and the gravel has been washed clean.
- 4302.9 The depth to the top of the gravel must be measured by wire line and recorded on the driller's daily log.
- 4302.10 The quantities of gravel placed in the annulus shall not be less than the theoretically computed volume of the annulus less the theoretically computed volume of the permanent gravel feed tube and permanent sounding tube. A quantity less than the computed volume will be judged as an indication of voids and corrective measure shall be taken by the Contractor.
- 4302.11 Immediately after completing installation of the gravel pack, the well shall be gently swabbed while circulating clean water.
- 4302.12 The gravel level shall be measured, and gravel added as necessary.

4303 Measurement and Payment.

- 4303.1 Measurement and payment for the gravel envelopes shall be made on a lineal foot basis for the actual depth of gravel installed. Payment shall include the cost of all work and materials for furnishing and installing the gravel envelope. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.
- 4303.2 Payment shall be as stated in the Bid Schedule for "Furnish and Install Gravel Envelope" - Bid Item No. 10.

SECTION 4400 Annular Seal

4400 Scope:

- 4400.1 An annular seal shall be installed to an estimated depth of 320 feet, and extend to the ground surface.
- 4400.2 The cement seal shall fill the annular space between the bore hole and the well casing.

4401 Materials:

- 4401.1 The sand cement used in sealing the annular space around the well casing shall be mixed at a ratio of not more than 188 pounds of sand to one 94-pound sack of Type II Portland Cement (2 parts sand to 1 part cement, by weight) and about 7 gallons of clean water. This is equivalent to a "10.3 sack mix" of sand cement.

4402 Installation:

- 4402.1 The annular seal shall be placed into the annular space above the gravel envelopes as described herein and as shown on the Drawings.
- 4402.2 Prior to placement of the annular seal in the well, a five-foot thick segment of bentonite shall be placed on top of the gravel envelope to separate it from the sand-cement grout seal.
- 4402.3 The cement seal shall be placed by installing a tremie pipe and placing the cement material from the top of the bentonite up, by pumping with hydraulic or pneumatic pressure in a continuous operation through said feed line inserted between the casing and the wall of the hole. The feed line shall be lowered to within five feet of the bottom of the zone to be filled. The line shall be slowly withdrawn as the annular space fills with cement.
- 4402.4 After the annular seal is placed, a minimum of twenty-four (24) hours shall be allowed prior to further work on the well.

4403 Measurement and Payment:

- 4403.1 Measurement and payment for the annular seal shall be made on a lineal foot basis for the actual depth of seal installed in the annulus between the casing and the bore hole for the well. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.
- 4403.2 Payment shall be made as stated on the Bid Schedule for the "Furnish and Install Annular Seal" - Bid Item No. 11.

SECTION 4500 Development by Airlift Swabbing

4500 Scope:

- 4500.1 After the well has been completely constructed in accordance with the specifications, the Contractor shall notify the Geologist and shall make the necessary arrangements for conducting the preliminary well development.
- 4500.2 Disposal of all development and pumped water is the responsibility of the Contractor. The Contractor shall provide for disposing of the water as specified in Section 3700 "Disposal of Water."
- 4500.3 Swabbing and airlifting shall be used to provide preliminary well development. The Contractor shall use an approved swabbing apparatus to thoroughly develop all of the perforated casing. The swabbing and airlifting shall commence within two days of the completion of the well construction and shall continue for a minimum of 48 hours.

4501 Method:

- 4501.1 The airlift-swabbing tool shall be a double flanged swab assembly with the swab flanges no more than ten feet apart. The outside diameter of the swab shall be not more than 1/2-inch less than the inside diameter of the perforated casing. The pipe section between the swab flanges shall have a sufficient number of openings and the bottom of the pipe section between the swab flanges shall be closed.
- 4501.2 The Contractor shall commence swabbing at the top of the perforated interval and continue in short intervals of no more than ten feet, working the swab from

the top to the bottom of the perforated interval. The Contractor shall then repeat the process, working from the bottom of the perforated interval to the top.

4501.3 A continuous stream of clean water shall be added to the gravel envelope from the top through the gravel pipe, and airlift-swabbing shall be continued until there is no further settlement of gravel, and all sand, silt, and mud has been washed from the gravel envelope.

4501.4 During air-lift-swabbing, the gravel level shall be measured and at completion of airlift-swabbing the gravel level shall be at its specified depth.

4502 Measurement and Payment:

4502.1 Measurement and payment for airlifting and swabbing shall be made on an hourly basis and shall include the Contractor's own costs and the costs of supplies, subcontractors, and other items necessary for development work performed. Such payment shall constitute full compensation for all labor, equipment, tools and all other items necessary and incidental to the completion of the work.

4502.2 Payment shall be as stated in the Bid Schedule for "Conduct Preliminary Well Development by Airlifting and Swabbing" - Bid Item No. 12.

SECTION 4600 Development by Pumping and Surging

4600 Scope:

4600.1 If a subcontractor is used for the pump installation, development pumping, and test pumping, this subcontractor shall be provided a copy of the well specifications and attend the pre-construction conference.

4600.2 The well shall be developed by pumping and surging with a test pump.

4600.3 The pumping equipment shall be clean and in good operating condition upon delivery to the site.

4600.4 Within not more than ten days after completion of preliminary development of the well, the Contractor shall commence well development by pumping and surging.

4601 Pumping Equipment and Materials:

4601.1 The pump and prime mover shall be capable of producing water at a rate of 2,500 gallons per minute with a pumping level of 350 feet.

4601.2 The test pump shall be placed at a depth of 400 feet during development and testing operations.

4601.3 Discharge piping, gauges, Rossum sand tester, and a totalizing flowmeter reading in gallons, shall be furnished. The Contractor shall supply a certificate of calibration for all measuring devices prior to testing.

4601.4 The Contractor will install a Rossum sand tester in the discharge line to measure sand concentration during development and test pumping.

4601.5 A one-inch diameter access tube (smooth inside) will be installed with the pump to near the total depth of the pump to allow water level measurements with an electric sounder.

4601.6 Water shall be disposed of by the Contractor in accordance with Section 3700 "Disposal of Water." The Contractor shall be responsible for the removal of all

sand and mud deposited as a result of the development operations. Contractor shall contact the engineer to determine requirements and coordinate disposal of water. Contractor shall be responsible for piping the water to the disposal area.

- 4601.7 An electric sounder will be used to measure the water levels. The water being pumped during development shall begin at a low pumping rate and gradually increased as development continues.
- 4601.8 From time to time the pump shall be stopped and the water in the pump column allowed to flow back into the perforated casing. The operation of gradually increasing the pumping rate shall be repeated as development of the well continues and shall be done in a manner satisfactory to the geologist.
- 4601.9 The well shall be thoroughly developed so that it will produce a maximum specific capacity (gpm per foot of drawdown) and so that it will not produce sand in excess of five parts per million by volume after twenty minutes of pumping after surging at the maximum pumping rate. During testing, the rate of sand production shall be measured by a Rossum Sand Tester. The tester shall be supplied by the Contractor.
- 4601.10 Pumping rates, static level, pumping levels, sand production, and dates and times shall be recorded in the Contractor's log and provided to the Geologist at the end of development.
- 4601.11 Final production testing shall be performed prior to final acceptance of the well.
- 4601.12 Field data shall be provided to the Geologist as it is developed.
- 4601.13 Contractor shall provide at least forty-eight (48) hours of pump and surge development for the well.

4602 Records:

- 4602.1 The Contractor shall provide dates, times, pumping rates, and water-level (static and pumping) measurements for the well.
- 4602.2 The records shall show, at a minimum, static water level, date and time, pumping rate in gpm, cumulative pumpage reading in total gallons, pumping levels, specific capacity, the number of surges, sand production, water clarity, and any other remarks such as odor. These shall be recorded and maintained in a format approved by the Engineer. All depth to water readings shall be measured with a calibrated electric sounder. Copies of the daily results for pumping and surging shall be submitted to the Geologist.

4603 Measurement and Payment:

- 4603.1 Measurement and payment for pumping and surging of the well shall be made on an hourly basis and shall include the Contractor's own costs and the costs of supplies, subcontractors, and other items necessary for development work performed. Such payment shall constitute full compensation for all labor, equipment, tools and all other items necessary and incidental to the completion of the work.
- 4603.2 Payment shall be as stated in the Bid Schedule for "Well Development by Pumping and Surging" - Bid Item No. 13.

SECTION 4700 Pump Test

4700 Scope:

- 4700.1 A test procedure will be furnished to the Contractor by the Geologist upon completion of the development of the well.
- 4700.2 The well shall be allowed to sit idle overnight before initiating the pump testing. The Contractor shall frequently measure the pumping level, pumping rates, and total pumpage during pumping. For the step drawdown test, the pump shall be operated continuously for a period of 12 hours and shall be operated at three different pumping rates as selected by the Geologist. The well shall be allowed to sit idle overnight after the step drawdown test.
- 4700.3 A 10-hour constant discharge test will then be done at a rate specified by the Geologist.
- 4700.4 The pump supplied shall meet the same specifications as that provided for the pumping and surging phase of development as set out herein.
- 4700.5 The quantity of water pumped shall be measured by an approved measuring device. A variable speed power source shall be used so that the well can be pumped at different rates as specified by the Geologist.
- 4700.6 Water level recovery will be frequently measure for the first two (2) hours after pumping for the constant discharge test.

4701 Testing Methods:

- 4701.1 For the step drawdown test, the well will be pumped for four hours at each of three rates, specified by the Geologist.
- 4701.2 For the constant discharge test, the well will be at a rate specified by the Geologist.
- 4701.3 All gauges, valves, Rossum sand tester, flowmeter and other equipment for the test shall have been installed and be in place prior to pumping operations as set out herein.
- 4701.4 Copies of test data, in an approved format, shall be furnished to the engineer, including all field measurements and data, during the testing operation.

4702 Bailing and Cleanup:

- 4702.1 The test pump will not be pulled from the well until after at least twelve (12) hours after pumping for the constant discharge test has stopped in order to allow water-level recovery measurements to be made. The Contractor shall remove the test pump and bail the well clean of all loose material.
- 4702.2 Upon completion of the development operations, the Contractor shall demonstrate to the satisfaction of the Geologist that the bottom of the well is clear of all sand, mud, and other foreign materials.
- 4702.3 All pipes shall extend a minimum of three (3) feet above ground level.
 - 4702.3 (a) The well casing shall be capped by tack welding a one quarter inch (1/4") steel plate on its top.

4702.3 (b) The Contractor shall cap the 2-inch sounding access tube and 3-inch gravel feed tube.

4702.4 The Contractor shall restore all areas used in developing the well, make final cleanup of all debris, silt, mud, sand or other foreign material and restore the well sites to their original ground condition and level in accordance with Section 3700 "Disposal of Water."

4703 Measurement and Payment:

4703.1 Measurement and payment for production testing of the well shall be made on an hourly basis and shall include the Contractor's own costs and the costs of supplies, subcontractors, and other items necessary for the development work performed. Such payment shall constitute full compensation for all labor, equipment, tools and all other items necessary and incidental to the completion of the work.

4703.2 Payment shall be as stated in the Bid Schedule for "Conduct Test Pumping" - Bid Item No. 14.

SECTION 4800 Television Survey

4800 After bailing the well and letting the well remain idle for at least five (5) days, the Contractor shall obtain a complete television survey of the well interior by Well Spy or Pacific Surveys. The video survey shall be in full color, run from the top of the well to the bottom of the well. The camera shall have both side-view and down hole-view capability.

4801 Two copies of the TV survey shall be furnished to the engineer in CD format.

4802 The Geologist shall be notified at least 48 hours in advance of televising the well.

4803 The Contractor shall be responsible for ensuring that the well water is clear and that an adequate well video of the casing can be obtained.

4804 If any well damage or lack of development is indicated, the contractor shall remedy this at his own cost.

4805 Measurement and Payment:

4805.1 Measurement and payment for the well video shall be made on a lump sum basis and shall include the Contractor's own costs and the costs of supplies, subcontractors, and other items as necessary for the work performed. Such payment shall constitute full compensation for all labor, equipment, tools and all other items necessary and incidental to the completion of the work.

4805.2 Payment shall be as stated in the Bid Schedule for "Conduct Television Survey" - Bid Item No. 15.

SECTION 4900 Protection of Historical and Archaeological Resources

4900 Pursuant to CEQA Guidelines 15064.5(f), provisions for historical or unique archaeological resources accidentally discovered during construction should be instituted. Therefore, in the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted

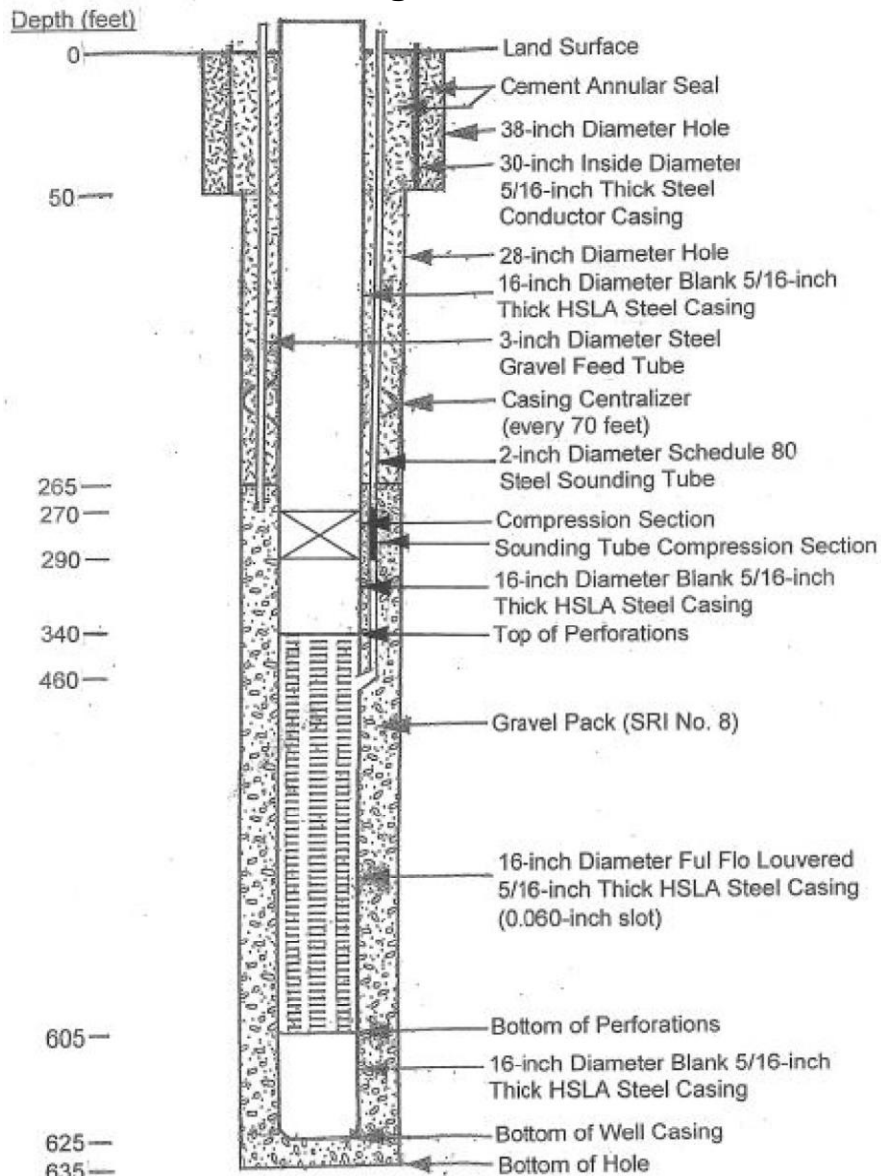
and a qualified archaeologist or paleontologist shall be contacted to assess the significance of the find.

4901 If any find is determined to be significant, project proponents and the qualified archaeologist and/or paleontologist would meet to determine the appropriate avoidance measures or other appropriate mitigation.

4902 All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report prepared by the qualified archaeologist according to current professional standards.

4903 If the discovery includes human remains, CEQA Guidelines 15064.5 (e) (1) shall be followed.

SECTION 5000 Well Schematic Design



**SCHEMATIC DIGRAM OF CITY OF TULARE WELL
(TW-4-5 CARTMILL & J ST. SITE)**

SECTION 5100 Site Map



MISCELLANEOUS FORMS

A. Clean Air and Water Pollution Control Certification

CLEAN AIR AND WATER POLLUTION CONTROL CERTIFICATION
(AIR: 42 U.S.C. § 7401 et seq.,
WATER: 33 U.S.C. § 1251 et seq; 49 CFR, Part 18, Section 18.36)

To Accompany Proposal

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

B. Lobbying Restrictions Certification

LOBBYING RESTRICTIONS CERTIFICATION
(FOR AWARDS OF \$100,000 OR MORE)
(31 U.S.C. § 1352; 24 CFR Part 87 as amended by 2 U.S.C § 1601, et seq.)

To Accompany Proposal

The undersigned certifies, to the best of his knowledge and belief, that:

(1) 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 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, 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.

(3) The undersigned shall require that the language of this certification to be included in the award documents for all sub awards at all tiers (including SUBBIDDERS, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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 (if the award is \$100,000 or more) imposed by Section 1352, Title 31, U.S. Code, as amended by 2 U.S.C. 1601, et seq.. Any persons who fail 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.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

C. Debarment and Suspension Certification

PROJECT: CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET AND WEST BARDSLEY AVENUE
CITY OF TULARE
PROJECT: WT0040

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder____, proposed subcontractors____, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

() No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid/Contract. Signing the Bid/Contract on the signature portion thereof shall also constitute signature of the Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Company (Bidder/Subcontractor): _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official: _____

Title of Signing Official: _____

D. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

To Accompany Proposal

TO: THE CITY OF TULARE

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done:

CITY OF TULARE
PROJECT: CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET
AND WEST BARDSLEY AVENUE
PROJECT NO: WT0040

Proposer's Name: _____

Signature of Proposer: _____

Title: _____

Business Address: _____

Place of Residence: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ Notary Public in and for

the County of _____, State of California.

My commission expires: _____.

F. Equal Employment Opportunity Compliance Certificate

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Tulare, the consultant agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the Contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the consultant may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The Contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date

G. Prevailing Wages Certificate

CITY OF TULARE
PROJECT: CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET
AND WEST BARDSLEY AVENUE
PROJECT NO: WT0040

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATIONS
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES**

All contractors and subcontractors shall give the following certifications to the Owner and forward this certification to the Owner within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the state prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."

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

C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor/subcontractor shall forfeit, as a penalty, twenty-five dollars for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

(Contractor/Subcontractor)

By: _____
(Signature)

Typed Name: _____

Title: _____

H. Guarantee

(This guaranty shall be executed by the successful bidder in accordance with the instructions in the General and/or Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his bid).

The undersigned guarantees the constructions and installation of the following work included in this project:

CITY OF TULARE
PROJECT: CONSTRUCTION OF MUNICIPAL WATER WELL 4-3 AT SOUTH 'K' STREET
AND WEST BARDSLEY AVENUE
PROJECT NO: WT0040

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Contractor Name (Company)

Name (Print)

Signature

Title: _____

Date: _____

BID PROPOSAL

**City of Tulare RFB # 23-776
CONSTRUCTION OF MUNICIPAL WELL AT
'K' STREET AND BARDSLEY AVENUE**

BID SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization, Demobilization, Permitting, and Cleanup (maximum \$10,000.00)	LUMP SUM			\$ _____
2.	Drill 50-Foot Deep 38-Inch Diameter Hole, Furnish and install 50 Feet of 30-Inch O.D. x 5/16-Inch Wall Conductor Casing, and Grout in Place	50	LF	\$ _____	\$ _____
3.	Drill 28-Inch Diameter Hole and Conduct Geophysical Logging	600	LF	\$ _____	\$ _____
4.	Furnish and Install 16-5/8-Inch O.D. x 3/8-Inch Wall Blank HSLA Steel Casing	340	LF	\$ _____	\$ _____
5.	Furnish and Install 16-5/8-Inch O.D. x 5/16-Inch Wall "FulFlo" Louvered HSLA Steel Casing	240	LF	\$ _____	\$ _____
6.	Furnish and Install 16-5/8-Inch O.D. x 3/8-Inch Wall Blank HSLA Steel Casing – Compression Section	20	LF	\$ _____	\$ _____
7.	Compression Section HSLA (20 LF)	LUMP SUM			\$ _____
8.	Furnish and Install 3-Inch Diameter Gravel Feed Tube	325	LF	\$ _____	\$ _____
9.	Furnish and Install 2-Inch Diameter Access Tube (Sounding Tube) with 20 LF Compression Section	460	LF	\$ _____	\$ _____
10.	Furnish and Install Gravel Envelope	280	LF	\$ _____	\$ _____
11.	Furnish and Install Annular Seal	320	LF	\$ _____	\$ _____
12.	Conduct Preliminary Well Development by Airlifting and Swabbing	48	Hours	\$ _____	\$ _____
13.	Conduct Well Development by Pumping and Surging	48	Hours	\$ _____	\$ _____
14.	Conduct Test Pumping	22	Hours	\$ _____	\$ _____
15.	Conduct Television Survey	LUMP SUM			\$ _____
TOTAL BID					\$ _____

The Total Bid Amount is (in words):

Dollars and

ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS

CF	-	Cubic Foot (Feet)	SACK(S)	-	Sack(s)
CY	-	Cubic Yard(s)	STAYD	-	Station Yard(s)
EA	-	Each	SF	-	Square Foot (Feet)
LB(s)	-	Pound(s)	SY	-	Square Yard(s)
LF	-	Linear Foot (Feet)	TN	-	Ton(s)
LS	-	Lump Sum	MGAL	-	Million Gallon(s)
(F)	-	Final Pay Quantity*	(S)	-	Specialty Item
(S-F)	-	Specialty Item and Final Pay Quantity*	(F&I)	-	Furnish and Install

Bids are required for the entire work. Bids will be compared on the basis of the Total Base Bid amount. The project will be awarded to the lowest responsible, responsive bidder.

The bidder shall set forth for each item of work, in clearly legible figures, total for the item in the respective spaces provided for this purpose. The "Total" column shall be the sum of all unit prices bid. If the total cost of any item, or the total bid, is inconsistent with the Unit Cost, or the sum of the Unit Costs, the Unit Costs shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (10) days not including Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Accompanying this proposal is a Bid Security in the form of Cash, Certified Check or Bid Bond amount that equals at least ten percent (10%) of the total amount of the base bid.

BIDDER: _____

The names of all persons interested in the foregoing proposals 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 interested person is an individual, state first and last name in full.

Licensed in accordance with an act providing for the registration of Contractors,

Class _____ License No. _____

Contractor's DIR Registration Number: _____

By _____
Signature of Bidder

_____ Dated

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and 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 bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: _____

MAILING ADDRESS: _____

BUSINESS PHONE: _____

CONTACT NAME: _____

CONTACT EMAIL: _____

END OF SECTION

BIDDER'S LIST OF SUBCONTRACTORS

CITY OF TULARE
PROJECT: CONSTRUCTION OF MUNICIPAL WELL AT 'K' STREET AND BARDSLEY
AVENUE
PROJECT NO: WT0040

BIDDER: _____

SUBCONTRACTORS

The bidder hereby designates below the names and business addresses of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

SUBCONTRACTOR 1: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 2: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 3: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 4: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 5: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 6: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 7: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 8: _____

Business Address: _____

Class: _____ License No. _____ DIR No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER:

Contact names and phone numbers must be current and verifiable

References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number, the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

1. Five (5) reverse rotary, large capacity (> 1,200 gpm) municipal wells completed to a depth of 700 feet within the last five (5) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: _____

Location: _____

Owner: _____

Contact: _____ Phone: _____ Email: _____

Owner's Engineer: _____

Owner's Construction Manager: _____ Phone: _____

Description of Project, Scope of Work Performed: _____

Performed Work as: Prime Contractor Sub-Contractor

Total Construction Contract Amount: \$ _____

Total Construction Contract Change Orders: \$ _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Extension Time Granted (Number of Working Days): _____

Number of and Type of call backs to repair defective work: _____

Was a Maintenance Bond Required? _____ If so, how many years?: _____

Note: The City of Tulare reserves the right to check all other sources available

(Use additional sheets as necessary to provide complete responses)

BIDDER'S BOND TO ACCOMPANY BID

We, _____, as Principal, and _____, as Surety, are bound unto the City of Tulare, State of California, hereinafter referred to as "Obligee," in the penal sum of ten (10%) percent of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, THE Principal is submitted to the Obligee, for RFB #23-776 "CONSTRUCTION OF MUNICIPAL WELL AT 'K' STREET AND BARDSLEY AVENUE, Project No. WT0040", for which bids are to be opened at City Clerk's Office, City of Tulare on March 2, **2023**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under these Specifications, after the prescribed forms are presented to Bidder for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

Principal

Surety

By: _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City of Tulare SS

On this day _____ of _____ in the year 20____, before me _____ personally appeared _____, personally know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public



Item #:
General Business 2

Staff Report

Meeting: Board of Public Utilities Commissioners

Date: March 16, 2023

Department: Public Works

Submitted by: Trisha Whitfield, Public Works Director

Agenda Title: Board of Public Utilities Compensation Pay

RECOMMENDED ACTION

Discussion of the current compensation to the Board of Public Utilities per the Freeholders Charter of the City of Tulare.

SUMMARY

In January 2023, a survey was conducted to compare the compensation received by various Boards and Commissions in communities surrounding Tulare. The results of the study were as follows:

Boards/Commissions Compensation Survey January 2023

City	Amount
Bakersfield	Planning Commission - \$25/regular meeting Select Others - Between \$25-50/meeting All Others – None
Clovis	Planning Commission - Per municipal code, receives compensation as established by the Council.
Delano	Planning - \$50/ meeting Pension Committee - \$50/meeting All others – None
Dinuba	Planning Commission - \$25 per meeting (usually 1x a month) All Others – None
Fresno	None
Hanford	None
Porterville	None
Visalia	Planning Commission - \$100/month All Others – None
Tulare	Board of Public Utilities - \$5/regular meeting All Others – None

Tulare is unique in that only a few agencies in California have a Board of Public Utilities (BPU). The BPU is specified in the Freeholders Charter of the City of Tulare (Charter), which is detailed in identifying the role and function of the Board. The Charter also details the compensation of the commissioners as follows:

The Board shall hold regular meetings at a regular meeting place within the corporate limits of the City of Tulare. All meetings shall be public. The members of the Board shall receive as compensation the sum of \$5.00 each for each regular meeting attended by them, and necessary expenses incurred by them shall be properly charged against the City, and when certified by the Finance Director shall be paid.

Since the compensation is detailed in the Charter, any change to the compensation would require an amendment to the Charter. If the Board wants to change the compensation, they would take action and make a recommendation to the City Council. If the City Council approved moving it forward, the Council would call for an election. An election is coordinated with the County and can be time and cost consuming.

FISCAL IMPACT & FUNDING SOURCE(S)

The fiscal impact if the Board and Council chose to move forward with a Charter amendment is the cost of the election. Election costs at a minimum are over \$70,000. The cost of this would be borne by the General Fund and the utility funds (Water, Solid Waste, Sewer/Wastewater Operating funds). The increase in compensation to the BPU would be funded through the utility funds.

LEGAL REVIEW

The City Attorney has reviewed this report for accuracy and has no issues.

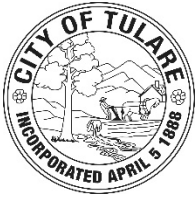
ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. N/A

Reviewed/Approved: _____



Staff Report

Meeting: Board of Public Utilities Commissioners

Date: March 16, 2023

Item #:
General Business 3

Department: Public Works

Submitted by: Andrew Bettencourt, Management Analyst

Agenda Title: CalRecycle Notice of Intent to Comply Update

RECOMMENDED ACTION

Receive the CalRecycle Notice of Intent to Comply update presentation.

SUMMARY

On February 17, 2022, the Board of Public Utilities adopted a resolution authorizing the submittal of Notice of Intent to Comply (NOIC) to Cal Recycle. The City of Tulare did not meet a large number of regulations in regards to state-mandated organic recycling programs. In order to have any possible penalties waived until compliance could be met, the City submitted a plan to CalRecycle outlining the proposed corrective actions.

This PowerPoint presentation being shown today is to provide the Board an update on where the City stands in relation to the NOIC that was submitted a year ago.

BPU Impact

The Board's support in this matter is a major reason we have addressed several of the major deficiencies that we have with CalRecycle. The Board approved the Solid Waste Organic Waste Chapter Ordinance during its April 21, 2022 meeting. This chapter provided the enforcement that CalRecycle was requiring for all jurisdictions in regards to organic waste recycling.

The Board also supported the creation of the Conservation Coordinator position with the adoption of the FY 2022/23 budget. This position has been vital to moving forward with compliance and education and outreach to the affected customers. We are also purchasing a software program (Recyclist) that is designed to help meet record-keeping compliances set forth by CalRecycle.

Future BPU Impact: There are a couple of integral matters that will be presented to the Board in the coming months:

- Organic Waste fine structure
- Expansion of operations

CalRecycle Grant Award

This was a grant application led by Senior Administrative Assistant Sherri Metz that has aided in several facets: Conservation Coordinator salary, software program to track CalRecycle compliance, compost cans for commercial businesses and multi-family complexes, and promotional materials used in education outreach and compliance campaign.

Compliance Campaign Kickoff

April Luttrell, the City's Conservation Coordinator, commenced a compliance campaign in February. Her campaign reached 99 multi-family complexes and 778 businesses within the City.

Initial responses have been encouraging with 23 exemption requests being granted for organic waste recovering because of low volume, and 14 exemption requests pending.

Edible Food Recovery Program

One of the major deficiencies the City faced in meeting State compliance was the lack of an Edible Food Recovery Program. The City had some initial concern that Tulare County was not going to be the leader of this process, based on information given to us by our CalRecycle representatives. However, the Tulare County Health and Human Services Agency has made major inroads in this regard. A special thanks to Jessica Gocke from Tulare County HHSA in launching an educational outreach program to qualified edible food generators within the City.

Staff is also anticipating the opportunity to partner with the Tulare Cares Homeless Shelter once it is in operation.

Organic Waste Product Procurement Target

The City was required this year to purchase 30% of its procurement target of recovered organic waste product, which equated to 976 tons of compost. The City purchased 976 tons of organic waste compost from Waste Management, and the compost will be spread on farmland under contract by the City, near the Wastewater Treatment Plant.

Recordkeeping Requirements

With the April's addition to the Public Works staff in November, the City has made great strides in all of the recordkeeping requirements mandated by CalRecycle. She has generated a spreadsheet that keeps a record of all containers at all commercial businesses and multi-family complexes, highlighting the areas where a business/complex is not in compliance. These types of records need to be readily available to be in compliance with CalRecycle.

Conservation Coordinator's Priority List

Leading the laundry list of items that require April's attention are the following:

- Successful implementation of Recyclist software platform
- Second round of compliance letters
- School program
- Edible food generator follow-up
- Inspections of approved exemptions
- Container contamination minimization

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item did not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. CalRecycle NOIC Update PowerPoint Presentation

Reviewed/Approved: _____