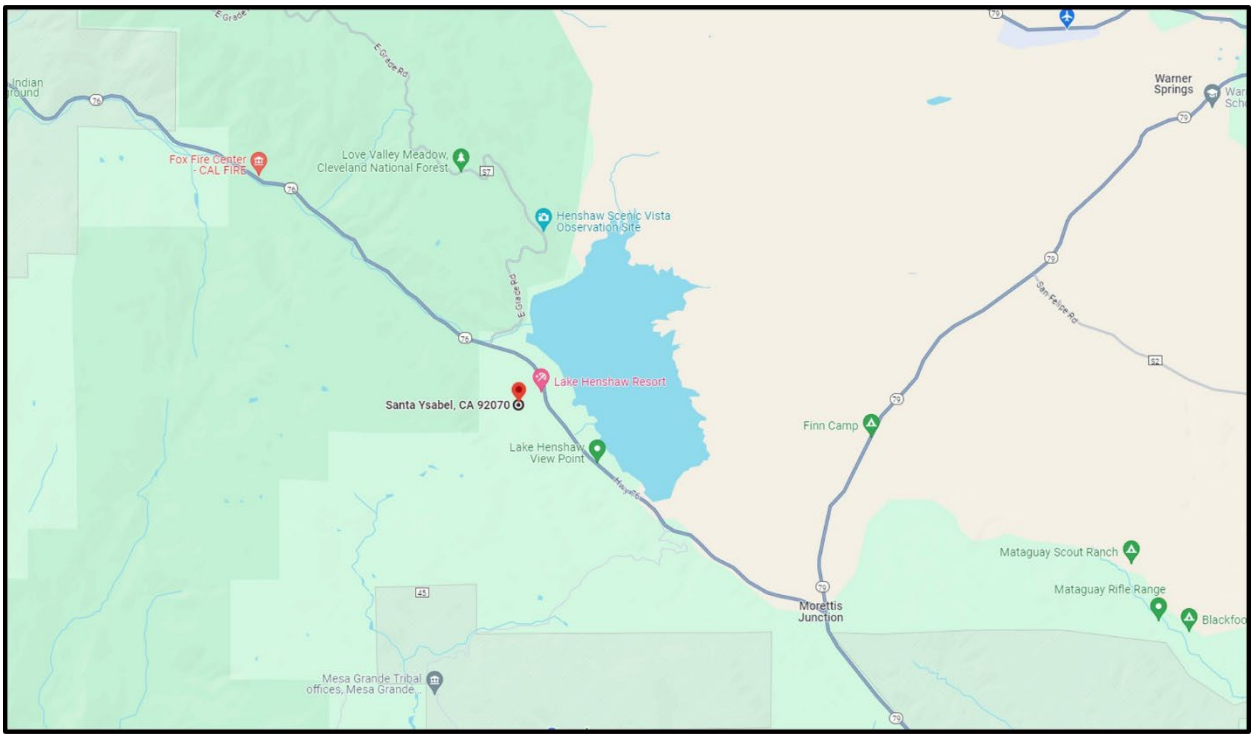
REQUEST FOR PROPOSALS

Lake Henshaw Resort Groundwater Treatment System for Iron & Manganese Removal



KEY REQUEST FOR PROPOSALS (RFP) DATES

The schedule is as follows:

Submit Questions by:	November 30, 2026 @ 11:00 am
Bids Due by:	December 9, 2026 @ 4:00pm

(All Times Listed are Pacific Time Zone)

Request for Proposal

The Vista Irrigation District (District) will be accepting proposals from qualified vendors to supply a skid mounted treatment system to remove iron and manganese from groundwater pumped by two existing wells located at the Lake Henshaw Resort, 26439 Highway 76, Santa Ysabel, CA. 92070.

INSTRUCTIONS FOR SUBMISSION OF BID

Registering as a Vendor

Proponents must be registered as a vendor with the District to download the RFP document(s) and to submit a bid. If not already registered, Contractor may "Register as a Vendor" via the PlanetBids Vendor Portal for the Vista Irrigation District link located on the District's website at https://www.vidwater.org/request-for-proposals-bids.

Submittal of Bid and Fee Schedule

It is the responsibility of the Contractor to ensure the bid is delivered on time. Any bids received after the deadline will be disqualified and will not be considered. All bids must be submitted electronically via the on-line bidding service, PlanetBids. To download RFP documents and to submit an electronic bid, a Contractor must be registered as a vendor with the Vista Irrigation District. The bid must be signed by an official authorized to bind the firm. All bids must be received **no later than 4:00 p.m., Pacific time**, on **December 9, 2026**, electronically via the PlanetBids portal **ONLY**. Late bids or bids submitted via paper copy, fax or email will not be accepted for any reason.

Document Format and Upload/Downloading

It is the Contractor's responsibility to ensure their bid documents are properly uploaded onto the District's online bid management system (PlanetBids). Bids that are missing pages, cannot be opened, etc., may be considered unresponsive. Hard copies submitted to the District, in lieu of electronic copies uploaded onto the system, will not be accepted as a viable bid. Documents must be uploaded in PDF format. **If Contractor has difficulty uploading their response(s) to the PlanetBids system, or to resolve any technical issues related to electronic bidding, including, but not limited to, registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid, etc., they shall be solely responsible for contacting PlanetBids at 818-992-1771 for assistance.** The District does not have the capability to assist with uploading Contractor documents.

Examination of the Content of the RFP

By submitting a bid, the Contractor represents that it has thoroughly examined and became familiar with the contents of the RFP and that it is capable of performing quality work to achieve the

District's objective(s). The submission of a signed bid sheet shall be considered an agreement to all the terms, conditions, and specifications provided in the RFP.

Questions, Answers and Addenda to RFP

Prior to the RFP submission deadline, questions may arise regarding the specifications or administrative matters. **All requests for clarification or questions are to be submitted electronically via the District's PlanetBids portal, using the Online Q&A feature only, no later than 11:00 a.m. on the business day on November 30, 2026**. Contact with other agency officers or employees regarding this RFP is prohibited without prior consent. Bidders that directly contact officers or employees risk disqualification.

DISTRICT BACKGROUND

The District was organized in September 1923. Its mission is to provide a safe and reliable supply of water to its customers. The District currently serves over 29,000 accounts with a population of 135,000 people.

A five-member Board of Directors (Board) governs the District. The General Manager and administrative staff implement the policies approved by the Board and handle the District's day-to-day operations.

The service area lies within the northwestern quadrant of San Diego County, encompassing approximately 21,200 acres in its service area. Historically, the District has received 30 percent of its water supply from Lake Henshaw, which along with the surrounding 43,000 acre Warner Ranch, is owned and operated by the District. The remaining 70 percent of the District's supply comes from purchased water sources, including the Colorado River, desalinated seawater and the Sacramento River/San Joaquin River Delta in Northern California. These sources are conveyed to the District via aqueducts owned and operated by water wholesalers, the Metropolitan Water District of Southern California and the San Diego County Water Authority.

SITE VISIT

Site visits if desired can be scheduled by contacting Richard Larsen, Vista Irrigation District Lake Henshaw/Warner Ranch Supervisor at (760) 691-9056 cell, or via email at rlarsen@vidwater.org.

PROJECT BACKGROUND AND OBJECTIVES

The project involves the procurement of a skid mounted iron and manganese filtration system for the Lake Henshaw Resort (LHR) water system (Water System No. 3700900). The treatment system must be capable of treating up to 60 gallons per minute (gpm) of water produced by the LHR's Wells No. 2 and No. 3 and reducing the iron and manganese concentration levels to below 0.01 milligrams per liter (mg/l) each.

There are two wells on the property that supply water to the system, Well No. 2 and Well No. 3. There is another well on the property (Well No. 1) that was taken out of service due to low production and elevated iron and manganese concentrations.

Wells Nos. 2 and 3 currently pump directly into a 63,865 gallon steel reservoir which feeds into the water system and also into a 58,205 gallon concrete reservoir, which also feeds into the water system. Well No. 2 pumps at approximately 11-12 gpm and Well No. 3 pumps at approximately 49 gpm. The water system has a maximum daily demand that was determined to be 25 gpm and on average the water system supplies approximately 9,000 gallons per day. It is envisioned that the new skid mounted treatment system will be installed near the steel reservoir and that Wells No. 2 and 3 will be connected to the treatment system and the treated water will then go into the steel reservoir (see Figure 1). Valving will also be installed as an option to bypass the steel reservoir and deliver treated water directly into the water system and the concrete reservoir.

The District intends to purchase a complete skid mounted treatment system with all the necessary components; installation of the treatment system and its connection to the existing water system (including providing the associated necessary fittings) will be performed by District staff. The District will evaluate each treatment system with an emphasis on efficiency, ease of operation and maintenance and not solely on the cost of the system.

FIGURE 1



NOTE:

PROPOSED LOCATION FOR A IRON AND MANGANESE TREATMENT SYSTEM FOR THE LAKE HENSHAW RESORT COMMUNITY WATER SYSTEM, WATER SYSTEM NO. CA3700900.

LEGEND:

EXISTING WELL.

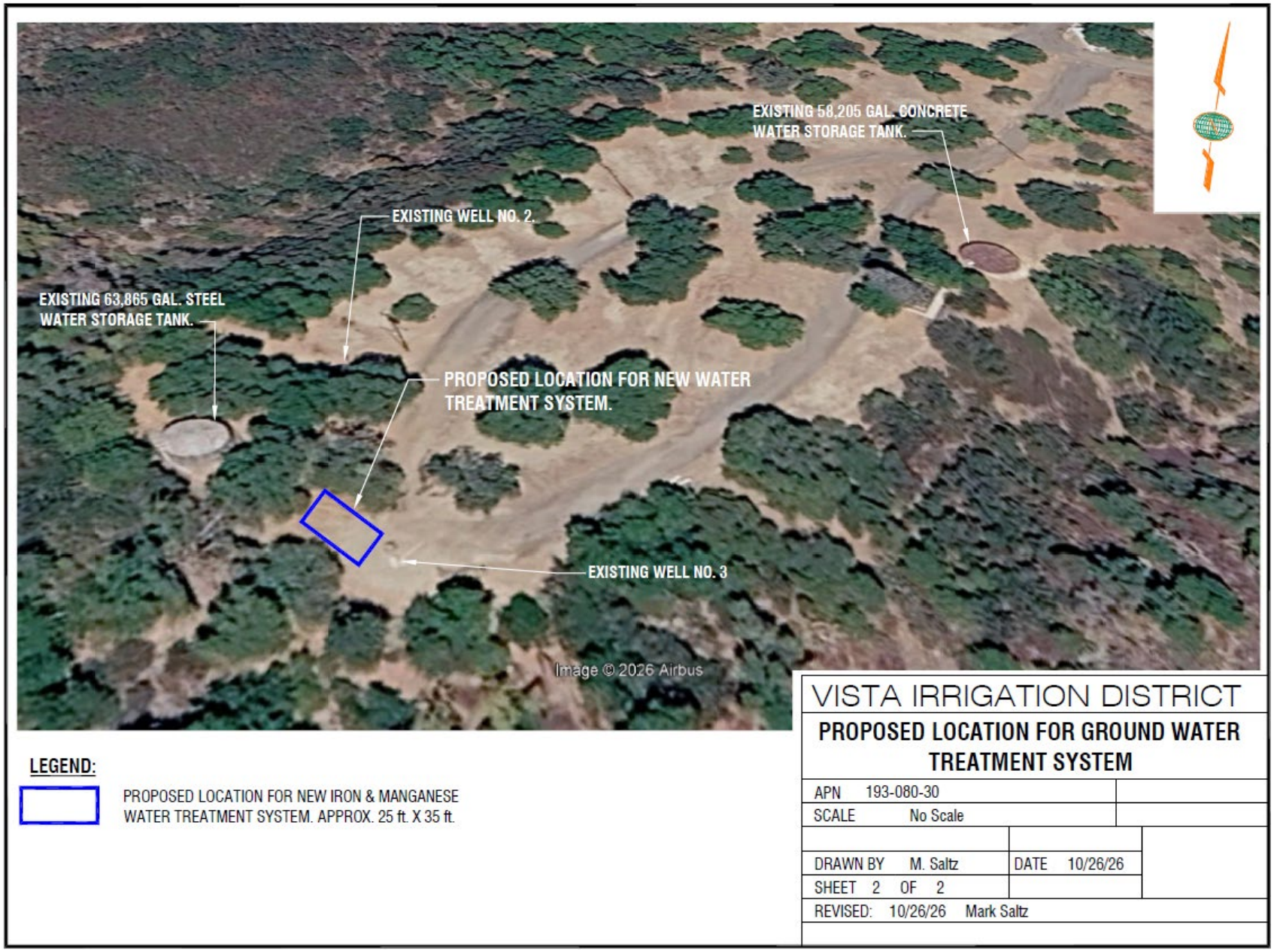
LOCATION:

LAKE HENSHAW RESORT
26439 HIGHWAY 76
SANTA YSABEL, CA 92070
APN: 193-080-30

VISTA IRRIGATION DISTRICT

VICINITY MAP - PROPOSED TREATMENT SYSTEM LOCATION LAKE HENSHAW RESORT

APN 193-080-30	
SCALE No Scale	
DRAWN BY M. Saltz	DATE 10/26/26
SHEET 1 OF 2	
REVISED: 10/26/26 Mark Saltz	


EXISTING 58,205 GAL. CONCRETE WATER STORAGE TANK.
EXISTING WELL NO. 2.
EXISTING 63,865 GAL. STEEL WATER STORAGE TANK.
PROPOSED LOCATION FOR NEW WATER TREATMENT SYSTEM.
EXISTING WELL NO. 3
Image © 2026 Airbus
LEGEND:
PROPOSED LOCATION FOR NEW IRON & MANGANESE WATER TREATMENT SYSTEM. APPROX. 25 ft. X 35 ft.
VISTA IRRIGATION DISTRICT
PROPOSED LOCATION FOR GROUND WATER TREATMENT SYSTEM
APN 193-080-30
SCALE No Scale
DRAWN BY M. Saltz
DATE 10/26/26
SHEET 2 OF 2
REVISED: 10/26/26 Mark Saltz

SCOPE OF WORK

1) Provide an engineered skid mounted groundwater treatment system that meets the below specifications, including delivery of the system and all equipment to the site at 26439 CA-76, Santa Ysabel, CA. 92070.
2) Cad (.dwg) files of all schematics/diagrams/shop drawings, etc. to be submitted to District from selected proposer, after District notifiers proposer of being selected. (Cad drawings will not be necessary for evaluation of submitted treatment system).
3) An authorized service representative shall be made available to answer any questions during installation of the equipment. The service representative shall also provide support services that would include up to four (4) site visits consisting of a maximum of 8 hours on site per day, to provide media installation, startup, verification that the system including all components are operating properly and training to District and concessionaire staff on the operation of the system including backwashing of the filter cannisters.
4) All work shall be performed Monday – Friday from 8:00 a.m. to 3:30 p.m.
5) Include all mobilization, labor, equipment, materials, bonds, taxes, shipping, insurance and travel, etc. in the final overall cost.

<u>Specifications</u>

The treatment system and equipment to be supplied shall meet the following criteria:

1. Capable of treating variable flow rates from approximately 10 gpm to 60 gpm and treating approximately 9,000 gallons per day on average. The maximum daily demand of the water system is 25 gpm.
2. Remove iron and manganese from the source water to levels below 0.01 mg/l. This is below the recommended Health Protective Concentration (HPC) by the California Division of Drinking Water (DDW) of 0.02 mg/l and is less than the Secondary Maximum Contaminant Level (SMCL) of 0.05 mg/l for manganese. Particle retention shall be ten (10) micron and larger for particles other than iron and manganese. (See Separate Attachments 9 & 10, water quality analysis for Wells No. 2 & 3).
3. The filter media shall be NSF/ANSI Standard 61 listed as a manganese dioxide media.
4. Regeneration System – Chlorine in the form of sodium or calcium hypochlorite injected in the raw water shall be the oxidant used in this system. Proposer shall include all necessary chlorine injection equipment with the skid mounted treatment system. The chlorine injection system shall be capable of providing a free chlorine residual between 0.2 mg/l and 4.0 mg/l in this water system.
5. All pressure gauges shall be liquid filled with +/- 0.5% full scale accuracy in corrosion resistant frames with a range of 0 – 150 pounds per square inch (psi). Gauges shall be 4-1/2” in diameter with integral surge suppression snubbers and be equipped with isolation ball shut-off valves. Pressure gauges will be Marsh or Ashcroft brand or equal.
6. Sampling ports shall be provided for the product water from each filter vessel as well as composite sampling ports for raw and finished water. A sampling port shall also be included for sampling backwash effluent.
7. District shall supply any air release/vacuum valves that are needed but not included in the treatment system. Proposed equipment shall provide NPT taps at these locations that meet the required valve sizing.

8. Minimum pressure rating of filter cannisters and appurtenances shall be at least 125 psi.
9. Flow Control – An adjustable backwash flow control valve, to assure proper backwashing, shall be included. Backwash flow will be provided internally to the system (i.e. no additional flow from the wells or distribution system shall be used during backwash). Proper filter bed fluidization during backwashing shall be required. Backwash flow rates shall be determined by proposer at system start-up. Filter system shall be designed to allow each filter to be filtered to waste after a backwash for up to 10 minutes. The filter to waste rate for each filter will be the same as the normal filtration rate.
10. All equipment and materials that come in contact with the treated groundwater shall be NSF 61 certified.
11. Filter cannisters and all appurtenances will be located in an outdoor environment, therefore all equipment shall be weather-resistant and able to withstand harsh outdoor conditions. Proposer shall indicate if a shade structure is either required or recommended to be installed by the District.

PROPOSAL REQUIREMENTS

Proposals must include the following items:

1) A layout/plumbing diagram/drawing(s) of the skid mounted treatment system to be supplied, showing:
   - Plumbing configurations, valve locations, air-relief valve locations, pressure gauges, wiring, pipe types and sizes, any required chemical injection equipment for regeneration of filter media, inlet/outlet connection points and any other supplied appurtenances.
   - Any required break tanks, transfer pumps and controls.
   - The dimensions for a concrete slab to accommodate the treatment system and details of any necessary/required anchoring and or supports.
   - Any recommended equipment/appurtenances that are not part of the skid mounted treatment system.
2) Product data for equipment, components, and accessories, including valves and controls, manuals, operation and maintenance data, etc.
3) Drawing(s) and/or data sheet(s) for each filter cannister denoting the various media layers in each filter cannister with the depth and surface area of each media layer clearly shown.
4) Shop drawings that identify the length, width, and height of each skid/filter assembly that would be needed for the site. The shop drawings shall also identify the inlet, outlet, backwash, and filter to waste discharge pipes on the shop drawings.
5) The shop drawings are to be submitted with the proposal via PlanetBids in .pdf format. Cad (.dwg) files will be required to be submitted only from the selected proposer.
6) Completed Attachment 1- Fee Response Sheet, including an itemized and detailed breakdown of all equipment, materials and costs. Price must be firm for 60 days.
7) Completed Attachment 2 – Additional Submittal Items and Questionnaire.
8) References. Note references are **required** if your company has not previously contracted with the District in the past two years. At least three references (names and current phone

numbers) from recent work (within the last three years) similar to this project's size and scope.

TREATMENT SYSTEM EVALUATION CRITERIA

The District will consider the following factors in selecting a Proposal. District will evaluate these factors based on the requested submittal materials/drawings that are included in the Proposals and based on investigations conducted by District as deemed necessary by District to determine the performance record and ability of Proposers. The relative importance of each factor (in terms of a percentage weighting) is shown in parentheses.

None-price Factors (50 Percent Total)

1) Expected Performance (15 Percent)

    a) Filtration and production rate.

    b) Backwashing intervals.

    c) Amounts of backwash water required (air scour not acceptable).

    d) Proposed iron and manganese filter media life.

    e) Functionality of instrumentation and control system.

2) System Efficiency (10 Percent)

    a) A minimum acceptable recovery rate is specified. Higher recovery rates will provide additional value to the District.

    b) Proposed manganese dioxide filter type/configuration and ability to handle known and expected source water.

3) Expected Responsiveness of Contractor (10 Percent)

    a) Expected responsiveness of local service representative.

    b) Expected responsiveness of national service representatives (if applicable).

4) System Flexibility (10 Percent)

    a) Ability to meet future water quality criteria.

    b) Ability to handle raw water quality upsets.

c) Expected ease of operation and maintenance based on performance at similar installations.

d) Ease with which equipment can be removed for inspection and troubleshooting.

e) Ease with which filter modules can be removed and repaired.

f) Ease of how the filters fit within the existing site and the ability for expansion to increase capacity if ever needed.

g) Ability to operate at higher filter rate than typical performance for short duration to meet capacity objectives during backwashing and abnormal operation periods.

5) Proposal Responsiveness (5 Percent)

a) Proposal completeness.

b) Proposal organization and clarity.

6) Price Factors (50 Percent Total)

a) Full Scale System Cost, including filters, piping, valves and all other required components for a complete functioning filter system.

b) Operation and Maintenance Costs.

c) Filter Media replacement cost (including a Statement of Expected Replacement Interval).

d) Operating costs for chemical, including cleaning and neutralization chemicals.

REJECTION OF PROPOSALS

The District reserves the right to reject all Proposals, to reject any Proposal not in conformance with the Request for Proposals; and to waive any minor formalities clerical errors, and insubstantial non-compliances in said Proposals. The selection will be made by the District to the responsible Proposer(s) which, in the District's sole and absolute judgement has submitted the best responsive Proposal to meet the District's needs. The District holds the right to have the filter supplier provide clarification or updates to their proposal, if needed.

OTHER CONTRACT REQUIREMENTS

The Proposer selected for the Project will need to execute the District's standard agreement for non-professional services (see Documents for in PlanetBids). The following are the primary provisions:

a) Insurance coverage as described in Attachment 3 is mandatory. In particular, the endorsement referred to below must be produced before work can start:

> The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

b) Ability to comply with prevailing wage requirements and state law mandated contract provisions as described in Attachments 4 and 5 respectively.

> **CONTRACTOR'S REGISTRATION**: In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal, or (b) engage in the performance of this work, unless currently registered and qualified to perform the work pursuant to Labor Code Section 1725.5.
>
> **COMPLIANCE MONITORING AND ENFORCEMENT**: Contractor's performance of the work described in the Request for Proposal is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
>
> **SMALL PROJECT EXEMPTION:** The small project exemption applies for all public works projects that do not exceed:
>
> - $25,000 for new construction, alteration, installation, demolition or repair
> - $15,000 for maintenance
>
> Additional information regarding this exemption can be found at: http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html

c) Any Contractor awarded a contract by the District in excess of $25,000 must file a payment bond with the District. Any Contractor awarded a contract by the District in excess of $80,000 must file a payment and performance bond with the District.

> PAYMENT BOND: The Bidder to whom the award is made shall be required at the time of the execution of the Agreement to furnish a Payment Bond. The Payment Bond shall provide that if the direct contractor or a subcontractor fails to pay any of the following, the surety will pay the obligation and, if an action is brought to enforce the liability on the bond, reasonable attorneys' fees, to be fixed by the court:

1) A person authorized under California Civil Code Section 9100 to assert a claim against a payment bond.
2) Amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the public works contract.
3) Amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work and labor.

This bond shall be secured from an admitted surety company, shall be submitted on the prescribed bond form, and the premiums thereon shall be paid by the successful Bidder. The Payment Bond shall remain in full force and effect through the guarantee period as specified in the General Provisions.

d) Ability to comply with CARB requirements:

The Contractor shall provide copies of valid Certificates of Reported Compliance as described in California Code of Regulations, Title 13, ("13 CCR") section 2449(n) for its fleet, and fleets of any listed subcontractors, of vehicles subject to 13 CCR section 2449, which may be used in the performance of the contract prior to awarding a Public Works contract to the Contractor after January 1, 2024. Noncompliant fleets, (i.e., those without a valid Certificate) are prohibited from being contracted.

Contractor and any and all subcontractors shall at all times have valid Certificates of Reported Compliance as described in California Code of Regulations, Title 13, ("13 CCR") section 2449(n) for fleets of vehicles subject to 13 CCR section 2449 which may be used in performance of the contract. No such vehicle is permitted onsite unless and until Contractor provides the District with a valid Certificate of Reported compliance therefor.

Please refer to the following web addresses for more information.

- ww2.arb.ca.gov/resources/fact-sheets/...
- ww2.arb.ca.gov/rulemaking/2022/off-road diesel

SELECTION PROCESS

The selection is being made through a Request for Proposals process, which includes consideration of both price and non-price factors. The District reserves the right to reject any or all proposals and to waive irregularities in the proposals.

Attachments:

Number	Description
1.	Fee Response Sheet (must be filled in and submitted with proposal)
2.	Additional Submittal Items and Questionnaire (must be filled in submitted with proposal)
3.	Vista Irrigation District Insurance Requirements
4.	Prevailing Wage Requirements
5.	State Law Mandated Contract Provisions
6.	Bid Protest
7.	Water Quality Information, Well No. 2 (Separate Attachment)
8.	Water Quality Information, Well No. 3 (Separate Attachment)

NOTE:

Please refer to the Documents tab in PlanetBids for the sample copy of the Vista Irrigation District's Agreement for the Faithfull Performance Bond requirements.

ATTACHMENT 1
FEE RESPONSE SHEET

****Please fill out the form below****

Job Name: Lake Henshaw Resort - Groundwater Treatment System for Iron and Manganese Removal

Company Name: _____

Address: _____

Date: _____

Representative Name: _____

E-mail address: _____

Total Costs:
****including tax, Delivery and labor**** _____

NOTE: Itemized cost sheet to be attached as required under the Proposal Requirements Section, Item No. 4.

Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the District in the form set forth in the contract documents and will accept in full payment thereof the following prices, given above.

Signature Date

_____ _____

Please attach all supplemental documents to the Fee Response Sheet

ATTACHMENT 2
ADDITIONAL SUBMITTAL ITEMS AND QUESTIONNAIRE

The Proposer shall provide a detailed scope of supply documenting what equipment and material will be included with their proposal and include it with this proposal form in their submittal to the District. The scope of supply shall also include the following:

1. Make, model, and quantity of all valves, controllers, displays, instruments, equipment, filter vessels, gauges, flowmeters, etc.
2. Proposed materials of construction for all filter vessels, including wall thickness.
3. Suggested spare parts list
4. List of external wiring connections for both power and control if applicable. Specify Voltage and amperage requirements for proposed system if applicable.
5. Shop drawings of filter system in .pdf format submitted through Planet Bids.
6. List of exclusions if applicable. (anything that is required and or preferred but not provided by proposer).

Proposer shall provide required information by filling in or circling the correct answer in all blanks that follow.

TREATMENT SYSTEM	VALUES
Maximum Operating Flow, gpm	
Filters Mounted on Skids	Yes / No
Filter Skid System Moveable with 10,000 lb. Forklift? NA if not applicable	Yes / No / NA
Number of Filter Cannisters	
Filter Cannister Material (i.e. steel/composite)	
Backwash Flow Rate Required	gpm
Backwash Frequency (hours of filter run time per backwash)	hrs.
Air Scour Required?	Yes / No
Is a shade structure required (Req) or recommended (Rec) to be installed.	Req / Rec / Not Applicable
All Flow Control Valves Provided?	Yes / No
Proposed Iron and Manganese Filter Media Life.	Yrs.
Can Filter Media be Regenerated solely with Chlorine?	Yes / No
Is Potassium Permanganate required for Filter Media Regeneration? If so, specify dosing (ppm)	Yes / No / ( ) ppm
Current cost of Filter Media Replacement	$

Number of filter systems in place since Jan. 1, 2015_____

Number of filter systems in place in California_____

Location of Field Maintenance Representative_____

Location of Manufacturing Facility_____City _____State

Name of Contact Person_____

Email of Contact Person_____

Please attach all supplemental documents to the Fee Response Sheet

ATTACHMENT 3
Vista Irrigation District Insurance Requirements

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. **General Liability: $2,000,000 per occurrence for bodily** injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the general and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per occurrence for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or

operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance, using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute within.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The CONTRACTOR shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A" or better and a financial rating of VII or better.

B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A" or better and a financial rating of VII or better.

Verification of Coverage

CONTRACTOR shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ATTACHMENT 4
PREVAILING WAGE REQUIREMENTS

A. CONTRACTOR hereby expressly acknowledges and agrees that the DISTRICT has never previously affirmatively represented to CONTRACTOR, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, CONTRACTOR shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the DISTRICT will enforce all penalties required by law for CONTRACTOR's failure to pay prevailing wages.

B. Labor Code of California. The CONTRACTOR's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

1. In accordance with Section 1773 of the Labor Code, the Board of Directors of the DISTRICT has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies of which are maintained at the DISTRICT's principal office, and are available to any interested party on request. CONTRACTOR shall post a copy of said document at each job site.

2. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. In accordance with Labor Code Section 1771.4, the CONTRACTOR shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly in a format prescribed by the Labor Commissioner.

3. Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

4. Pursuant to Labor Code Section 1813, it is stipulated hereby that the CONTRACTOR shall, as a penalty to the DISTRICT, forfeit $25 for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

5. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the CONTRACTOR will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by CONTRACTOR in connection with this Contract.

6. Pursuant to Labor Code Section 1775, it is hereby stipulated that the CONTRACTOR shall, as a penalty to DISTRICT, forfeit not more than $50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the work under the contract by CONTRACTOR or by any subcontractor under the CONTRACTOR.

7. Pursuant to Labor Code Section 1771.4, the performance of the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, and the CONTRACTOR shall post job site notices as prescribed by regulation.

ATTACHMENT 5
STATE LAW MANDATED CONTRACT PROVISIONS

A. Licenses. The CONTRACTOR shall be properly licensed and shall not employ a subcontractor who is debarred pursuant to Labor Code Sections 1777.1 and 1777.7.

B. Assignment of Rights. By entering into this Agreement, the CONTRACTOR offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

C. Trenches.

1. If the CONTRACTOR is required to dig a trench or other excavation that extends deeper than four feet below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT of the following:

   a. Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that are required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;

   b. Subsurface or latent physical conditions at the site differing from those indicated; and

   c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.

2. Upon notice, if the DISTRICT determines after an investigation that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, the DISTRICT may issue a change order to reflect the differing conditions.

   a. For all Agreements involving an expenditure of $25,000 or more where an excavation of any trench five feet or more in depth is expected, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The project shall not proceed unless

the DISTRICT or a registered civil or structural engineer, employed by the DISTRICT, to whom authority to accept has been delegated, approves such plan.

D. Excavation Requirements.

1. CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:

   a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

   b. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

   c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

2. The DISTRICT shall promptly investigate any aforementioned reported conditions and, if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, then the DISTRICT shall issue a change order under the procedures described in the Contract Documents to reflect the increase or decrease in cost.

3. In the event that a dispute arises between the DISTRICT and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided in the Contract Documents, but shall proceed with all work to be performed. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

E. Third Party Claims. Both the DISTRICT and CONTRACTOR shall timely notify the other party upon receipt of any third-party claim relating to the project.

F. Retention of Securities. The CONTRACTOR may substitute securities for any monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in this state as the

escrow agent, who shall then pay those monies to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR.

Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the CONTRACTOR. Upon satisfactory completion of the contract, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the DISTRICT, pursuant to the terms of Section 22300 of the Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the DISTRICT. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

G. Enforcement of Wage Laws. The statutory provisions for penalties for failure to pay prevailing wages, if applicable, and for failure to comply with all applicable wage and hour laws will be enforced by the DISTRICT.

H. Relocation of Utilities. CONTRACTOR shall be compensated on the same basis and as it is being paid under this Agreement for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the DISTRICT or the owner of the utility to provide for removal or relocation of such utility.

If the CONTRACTOR while performing the contract discovers utility facilities not identified by THE DISTRICT in the contract plans or specifications, it shall immediately notify THE DISTRICT and the owner of the utility in writing.

I. Resolution of Payment Disputes. The DISTRICT's payment of any undisputed contract amount to CONTRACTOR is contingent upon CONTRACTOR furnishing the DISTRICT with a release of all claims against the DISTRICT arising by virtue of this Contract related to those amounts.

J. Child and Family Support. CONTRACTOR acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8

(commencing with Section 5200) of Part 5 of Division 9 of the Family Code. CONTRACTOR further acknowledges that, to the best of its knowledge, CONTRACTOR has fully complied with the earnings assignment order of all employees and has provided the names of all new employees to the New Hire Registry maintained by the Employment Development Department, regardless of what agency grants the funds.

K. Interest on Progress Payment Requests. Pursuant to Public Contract Code Section 20104.50, whenever the CONTRACTOR properly files a request for payment, and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the DISTRICT shall include interest at the legal rate set forth pursuant to Section 685.010 of the Code of Civil Procedure if payment has not been made by the thirtieth (30th) day after the proper submission of the claim. If a request for payment has not been properly filed at an earlier date, then the request shall be deemed to be properly filed on the next business day after the CONTRACTOR provides written notification to the DISTRICT or Engineer that the CONTRACTOR accepts the final estimate as prepared by the DISTRICT.

L. Workers' Compensation. CONTRACTOR acknowledges that in accordance with the provisions of Section 3700 of the Labor Code, it will secure the payment of compensation to its employees, and by executing the Contract CONTRACTOR certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

ATTACHMENT 6
BID PROTEST

Any bid protest must be in writing and received by the Board Secretary at 1391 Engineer Street, Vista, CA 92081 before 5:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

a. **General**. Only a bidder who has actually submitted a bid is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

b. **Protest Fee**. Based upon the District's reasonable cost to administer the bid protest, the protesting bidder must submit a non-refundable fee in the amount of $695.00 (fee increases to $750.00 on 1/1/2027) no later than the Bid Protest Deadline.

c. **Protest Contents**. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the bid documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

d. **Copy to Protested Bidder**. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

e. **Response to Protest**. The protested bidder may submit a written response to the protest, provided the response is received by the Board Secretary at 1391 Engineer Street, Vista, CA 92081 before 5:00 p.m., within three (3) working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

ATTACHMENT 7
WELL NO. 2 WATER QUALITY INFORMATION

See separate Attachment 7 for Well No. 2 water quality data.

ATTACHMENT 8
WELL NO. 3 WATER QUALITY INFORMATION

See separate Attachment 8 for Well No. 3 water quality data.