

RESOLUTION 26-52

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAR VALLEY COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH BOWMAN ASPHALT, INC. FOR THE BEAR VALLEY ROAD ROADWAY REPAIR AND WATER LINE REPLACEMENT PROJECT IN THE AMOUNT OF \$7,998,244

The Board of Directors desires to award a construction contract for the Bear Valley Road Roadway Repair and Water Line Replacement Project, which provides for the replacement of water lines and the reconstruction of the roadway along Bear Valley Road.

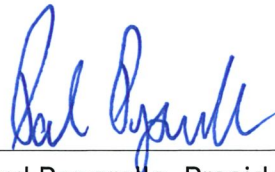
A bid opening was held at the Provost & Pritchard Consulting Group office at 2:00 PM on Friday, July 31, 2026. The District received three bids from contractors holding the required Class A Contractor's License. Bowman Asphalt, Inc. submitted the low bid in the amount of \$7,998,244.

The District's engineer, Provost & Pritchard Consulting Group, reviewed the bids and determined that Bowman Asphalt, Inc. is a responsible and responsive bidder, and recommends award of the contract to Bowman Asphalt, Inc. Staff concurs with this recommendation.

The Board of Directors of the Bear Valley Community Services District resolves that General Manager is authorized to execute a contract with Bowman Asphalt, Inc. for the construction of the Bear Valley Road Roadway Repair and Water Line Replacement Project in the amount of \$7,998,244, and to approve a total Project Budget of \$8,798,068, which includes a ten percent (10%) contingency, with the General Manager authorized to approve change orders within the approved Project Budget.

PASSED, APPROVED AND ADOPTED on August 13, 2026, by the following vote:

AYES:	Lewis, Frevert, Hernandez, Tabor, Paparella
NOES:	None
ABSENT:	None
ABSTAIN:	None



Paul Paparella, President
Bear Valley Community Services District

ATTEST:

I hereby certify that the above Resolution No. 26-52 was duly introduced, read, and adopted by the District at a regularly noticed meeting held on August 13, 2026.



Denise Jelleschitz,
Secretary of the Board of Directors



ADDENDUM NO. 1

TO CONTRACT DOCUMENTS

Bear Valley Community Services District BEAR VALLEY ROAD ROADWAY REPAIR AND WATER LINE REPLACEMENT PROJECT

7/10/2026

This **Addendum No.1** consists of three (3) pages, and must be signed, dated and submitted along with the Bid Documents. The following additions, deletions or modifications shall become part of the Contract Documents, answers to specific questions will be listed below in normal text. Revisions on plans are shown with clouded areas on the plan sheet. Any edits to text in the bid documents will be as follows and the selected text will be within quotations, for example "edited text or ~~edited text~~".

Strikethrough text (~~text~~) indicates deletions.

Bold Italicized text (***text***) indicates additions.

ITEM NO. 1: Specification Section 00 41 43 – Bidder's Proposal and Sheet U1

Modification/Clarification

Question: There was an existing 4" water line coming out of the pump station on Sheet U1 that was not originally shown on the plans and needs to be replaced.

Answer: See revisions to Specification Section 01 22 00 and Sheets U1 for clarity regarding replacement of the 4" water line coming out of the pump station.

MODIFICATION

See changes to Specification Section 00 41 43 – Bidder's Proposal

Revisions to Plans and Specifications

The following additions, deletions or modifications shall become part of the Contract Documents:

Strikethrough text (~~text~~) indicates deletions.

Bold Italicized text (***text***) indicates additions.

18.	Install 4" PVC, C-900 (DR-18) Water Main	~~1,010~~ 1,339	LF	\$ <u>100</u>	\$ <u>133,900</u>
23.	4" Gate Valve Assembly	2-3	EA	\$ <u>3,200</u>	\$ <u>9,600</u>

35.	Remove Existing Gate Valve Boxes and Risers	30 31	EA	\$ <u>3,200</u>	\$ <u>99,200</u>
36.	Temporary Trench Resurfacing	~~9,259~~ 9,588	LF	\$ <u>10</u>	\$ <u>95,880</u>

ITEM NO. 2: Specification Section 01 22 00 – Explanation of Bid Items and Sheets U4, U17, D12, and D13.

Modification/Clarification

Question: Bid Item 26 and 27 are being modified to include full replacement of the existing vaults in which the pressure reducing valve stations are located in. Existing vaults will be destroyed and the new pressure reducing valve stations will be constructed in new vaults.

Answer: See revisions to Specification Section 01 22 00 and Sheets U4, U17, D12, and D13 for Clarity.

MODIFICATION

See changes to Specification Section 01 22 00 – Explanation of Bid Items

Revisions to Plans and Specifications

The following additions, deletions or modifications shall become part of the Contract Documents:

Strikethrough text (~~text~~) indicates deletions.

Bold Italicized text (***text***) indicates additions.

Bid Item 26 - 32-B3 Pressure Reducing Valve Station and Vault Replacement: This bid item is a lump sum bid item for removing and replacing the existing 32-B3 pressure reducing valve station **and the utility vault it is contained in** ~~in its existing vault~~ located on Bear Valley Road near Pheasant Court at the location shown on the Plans, including but not limited to, demolition, ~~protection~~ **removal** of the existing vault and lid ~~in place~~, removal of fittings and appurtenances, stockpiling and disposal of unacceptable backfill material, furnishing and installing new **utility vault**, pressure relief valve assemblies, pipe, valves and fittings, valve boxes, curb stops, insulating flange kits, restrained joints, gauges, strainers, pipe supports, backfill and compaction, temporary and permanent trench resurfacing, disinfection, pressure and bacteriological testing, and acquisition and disposal of water used during testing.

The bid item price shall include full compensation for furnishing all labor, tools, equipment and materials, along with all associated appurtenances required to complete the installation, construction and testing of the described improvements in fully functional order, in conformance with the Plans and Specifications, and as directed by the Engineer. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 27 - 32-A1 Pressure Reducing Valve Station and Vault Replacement: This bid item is

a lump sum bid item for removing and replacing the existing 32-A1 pressure reducing valve station **and the utility vault it is contained in in its existing vault** located on Bear Valley Road near San Juan Drive at the location shown on the Plans, including but not limited to, demolition, ~~protection~~ **removal** of the existing vault and lid ~~in place~~, removal of fittings and appurtenances, stockpiling and disposal of unacceptable backfill material, furnishing and installing new **utility vault**, pressure relief valve assemblies, pipe, valves and fittings, valve boxes, curb stops, insulating flange kits, restrained joints, gauges, strainers, pipe supports, backfill and compaction, temporary and permanent trench resurfacing, disinfection, pressure and bacteriological testing, and acquisition and disposal of water used during testing.

The bid item price shall include full compensation for furnishing all labor, tools, equipment and materials, along with all associated appurtenances required to complete the installation, construction and testing of the described improvements in fully functional order, in conformance with the Plans and Specifications, and as directed by the Engineer. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Except as expressly amended hereby, all terms and conditions of the Contract Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on
July 20, 2026.

Bowman Asphalt, Inc.

CONTRACTOR

By: 

ATTEST: _____

By: 

Ian Parks, RCE 58155

PROVOST & PRITCHARD ENGINEERING
GROUP, INC.

REMINDER: Bids are due July 31, 2026.

SECTION 00 41 43
BIDDER'S PROPOSAL

Bear Valley Community Services District is hereinafter called the Owner.

BIDDER: Bowman Asphalt, Inc.

The work to be done and referred to herein is in the Bear Valley Community Services District and in Tehachapi, Kern County, State of California. It is shown on a set of Drawings, entitled: "Bear Valley Road Roadway Repair and Water Line Replacement Project" and is to be constructed in accordance with the Project Specifications and contract documents attached hereto by reference.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>07/20/2026</u>
<u>2</u>	<u>07/28/2026</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

The undersigned, as Bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the Drawings and Specifications referred to, the referenced proposed contract, and the Bidder proposes and agrees that, if this proposal is accepted, he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements as therein set forth, and that he will take as full payment therefor the following unit prices as set forth in the Bid Schedule below.

**BEAR VALLEY COMMUNITY SERVICES DISTRICT
 BEAR VALLEY ROAD ROADWAY REPAIR AND WATER LINE REPLACEMENT
 PROJECT**

BID SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total
GENERAL					
1.	Mobilization	1	LS	\$350,000-	\$350,000-
2.	Traffic Control	1	LS	\$576,500-	\$576,500-
3.	Storm Water Pollution Prevention Plan (SWPPP) - Preparation and Implementation and Dust Control Plan (DCP)	1	LS	\$21,000-	\$21,000-
4.	Clearing and Grubbing	1	LS	\$10,000-	\$10,000-
CIVIL					
5.	Utility Potholing	1	LS	\$20,000-	\$20,000-
6.	Roadway Excavation	10,086	CY	\$73-	\$736,278-
7.	Full Depth Reclamation	12,988	SY	\$26-	\$337,688-
8.	Cement (Full Depth Reclamation)	210	TON	\$206-	\$43,260-
9.	Mix Design (Full Depth Reclamation)	1	LS	\$12,200-	\$12,200-
10.	HMA (Type A)	26,087	TON	\$122-	\$3,182,614-
11.	Minor Concrete (Valley Gutter)	85	SF	\$75-	\$6,375-
12.	Tapered Inlet and Flume Downdrain	1	EA	\$7,500-	\$7,500-
13.	Type E Dike	14,379	LF	\$6-	\$86,274-
14.	Type A Dike	1,695	LF	\$9-	\$15,255-
15.	Install 12" Alternative Pipe Culvert	37	LF	\$200-	\$7,400-
16.	Install 8" PVC, C-900 (DR-18) Water Main	8,969	LF	\$105-	\$941,745-

Bear Valley Community Services District
 Bear Valley Road Roadway Repair and Water Line Replacement Project

Item	Description	Quantity	Unit	Unit Price	Total
17.	Install 6" PVC, C-900 (DR-18) Water Main	290	LF	\$ <u>105</u> —	\$ <u>30,450</u> —
18.	Install 4" PVC, C-900 (DR-18) Water Main	~~1,010~~ 1,339	LF	\$ <u>100</u> —	\$ <u>133,900</u> —
19.	Install 1-inch Water Service	48	EA	\$ <u>4,800</u> —	\$ <u>230,400</u> —
20.	Install New Water Meter Box	11	EA	\$ <u>1,200</u> —	\$ <u>13,200</u> —
21.	8" Gate Valve Assembly	33	EA	\$ <u>4,800</u> —	\$ <u>158,400</u> —
22.	6" Gate Valve Assembly	7	EA	\$ <u>3,600</u> —	\$ <u>25,200</u> —
23.	4" Gate Valve Assembly	23	EA	\$ <u>3,200</u> —	\$ <u>9,600</u> —
24.	1-inch Type 2 Air Release Valve	4	EA	\$ <u>5,750</u> —	\$ <u>23,000</u> —
25.	Permanent Blow-off Assembly	3	EA	\$ <u>8,400</u> —	\$ <u>25,200</u> —
26.	32-B3 Pressure Reducing Valve Station and Vault Replacement	1	LS	\$ <u>150,000</u> —	\$ <u>150,000</u> —
27.	32-A1 Pressure Reducing Valve Station and Vault Replacement	1	LS	\$ <u>135,000</u> —	\$ <u>135,000</u> —
28.	Fire Hydrant Assembly	8	EA	\$ <u>9,800</u> —	\$ <u>78,400</u> —
29.	Connections to Existing Water System	16	EA	\$ <u>8,500</u> —	\$ <u>136,000</u> —
30.	Connection to Pump Station	2	EA	\$ <u>8,500</u> —	\$ <u>17,000</u> —
31.	Abandon Existing Water Main	1	LS	\$ <u>30,000</u> —	\$ <u>30,000</u> —
32.	Abandon Existing Water Services	48	EA	\$ <u>2,600</u> —	\$ <u>124,800</u> —
33.	Abandon Existing Fire Hydrants	8	EA	\$ <u>4,200</u> —	\$ <u>33,600</u> —
34.	Abandon Existing Blow-off Assembly	2	EA	\$ <u>3,200</u> —	\$ <u>6,400</u> —
35.	Remove Existing Gate Valve Boxes and Risers	~~30~~ 31	EA	\$ <u>3,200</u> —	\$ <u>99,200</u> —
36.	Temporary Trench Resurfacing	~~9,259~~ 9,588	LF	\$ <u>10</u> —	\$ <u>95,880</u> —
37.	Striping	1	LS	\$ <u>64,525</u> —	\$ <u>64,525</u> —
38.	Survey Monument Preservation	24	EA	\$ <u>1,000</u> —	\$ <u>24,000</u> —
TOTAL BASE BID					\$ <u>7,998,244</u> —

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

Indicate the percentage of the dollar amount of the Work that the Bidder proposes to perform with its own forces: 56%. Less than 50% shall render the bid nonresponsive.

This proposal must be accompanied by a Bid Security in the form of Cash, Certified Check or Bid Bond in an amount equal to at least ten percent (10%) of the amount of the base bid.
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.

Bowman Asphalt, Inc.

Lisa Bowman - President Clifford Boren - Vice President

Jose L. Hernandez - CEO

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

Class A License No. 862672

Bidder's DIR Registration Number: 1000003010

By [Signature]

Signature of Bidder

07/29/2026

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 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 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.

BIDDER'S INFORMATION:

BUSINESS ADDRESS: 3333 Gibson Street, Bakersfield, CA 93308

MAILING ADDRESS: 3333 Gibson Street, Bakersfield, CA 93308

BUSINESS PHONE: 661-334-1356

CONTACT NAME: Clifford Boren

CONTACT EMAIL: cboren@bowmanasphalt.com

Basis of Comparison of Bids: Bids will be compared on the basis of the Base Bid amount exclusive of alternates. The project will be awarded to the lowest responsible, responsive bidder.

Bids are required for the entire work. 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. If the total cost

BIDDER'S PROPOSAL
00 41 43-4

ADDENDUM NO. 2

TO CONTRACT DOCUMENTS

Bear Valley Community Services District BEAR VALLEY ROAD ROADWAY REPAIR AND WATER LINE REPLACEMENT PROJECT

7/28/2026

This **Addendum No.2** consists of twenty-two (22) pages, and must be signed, dated and submitted along with the Bid Documents. The following additions, deletions or modifications shall become part of the Contract Documents, answers to specific questions will be listed below in normal text. Revisions on plans are shown with clouded areas on the plan sheet. Any edits to text in the bid documents will be as follows and the selected text will be within quotations, for example "edited text or ~~edited text~~".

Strikethrough text (~~text~~) indicates deletions.

Bold Italicized text (***text***) indicates additions.

ITEM NO. 1: Specification Section 33 12 19 – Fire Hydrants

Modification/Clarification

Question: the hyd spec section , 33 12 19-2, your call out says wet barrel fire hyd and hydrant shall be Mueller A-421 The A- 421 is a dry barrel that fits the area and coldness correctly for the county of Kern. Am I to assume this was a typo. Just trying to be thorough.

Answer: See revisions to Specification Section 33 12 19

ITEM NO. 2: Specification Section 01 22 00 – Explanation of Bid Items

Modification/Clarification

Question: Does the total linear feet of the 4", 6", and 8" C-900 in Bid Items 16, 17, and 18 include the pipe for the tie-ins on pages D10 and D11 (Bid Item 29)?

Answer: The linear feet totals for C-900 pipe are shown on the plans and included in Bid Items 16, 17, and 18. Bid Item 29 should include any additional piping, fittings, valves, etc. that would be required to complete the connections, per the Details on Sheet D10 and D11, outside of what is already included in Bid Items 16, 17, and 18.

ITEM NO. 3: Sheet D12 and D13

Modification/Clarification

Question: Detail sheet D-12 for the PRV-32 A Vault does not have a description for construction callout #21, which appears to be the piping out of the vault. Should these be FLGxPE(or GRV.) Steel Spools instead of FLGxFLG since these are passing through the vault walls?

Answer: See revisions to Sheet D12, D13, and Specification Section 40 05 00 attached. Steel spool at vault outlet shall be FLGxPE and connected with a flanged coupling adapter. The main concern here in the vaults at these connections is that the connection between steel and ductile iron is insulated.

Except as expressly amended hereby, all terms and conditions of the Contract Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on
07/28/2026, 2026.

Bowman Asphalt, Inc.

CONTRACTOR

By: 

ATTEST: _____

By: 

Ian Parks, RCE 58155

PROVOST & PRITCHARD ENGINEERING
GROUP, INC.

REMINDER: Bids are due July 31, 2026.

SECTION 00 41 43
BIDDER'S PROPOSAL

Bear Valley Community Services District is hereinafter called the Owner.

BIDDER: Bowman Asphalt, Inc.

The work to be done and referred to herein is in the Bear Valley Community Services District and in Tehachapi, Kern County, State of California. It is shown on a set of Drawings, entitled: "Bear Valley Road Roadway Repair and Water Line Replacement Project" and is to be constructed in accordance with the Project Specifications and contract documents attached hereto by reference.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>7/20/24</u>
<u>2</u>	<u>7/28/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

The undersigned, as Bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the Drawings and Specifications referred to, the referenced proposed contract, and the Bidder proposes and agrees that, if this proposal is accepted, he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements as therein set forth, and that he will take as full payment therefor the following unit prices as set forth in the Bid Schedule below.

**BEAR VALLEY COMMUNITY SERVICES DISTRICT
 BEAR VALLEY ROAD ROADWAY REPAIR AND WATER LINE REPLACEMENT
 PROJECT**

BID SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total
GENERAL					
1.	Mobilization	1	LS	\$ _____	\$ _____
2.	Traffic Control	1	LS	\$ _____	\$ _____
3.	Storm Water Pollution Prevention Plan (SWPPP) - Preparation and Implementation and Dust Control Plan (DCP)	1	LS	\$ _____	\$ _____
4.	Clearing and Grubbing	1	LS	\$ _____	\$ _____
CIVIL					
5.	Utility Potholing	1	LS	\$ _____	\$ _____
6.	Roadway Excavation	10,086	CY	\$ _____	\$ _____
7.	Full Depth Reclamation	12,988	SY	\$ _____	\$ _____
8.	Cement (Full Depth Reclamation)	210	TON	\$ _____	\$ _____
9.	Mix Design (Full Depth Reclamation)	1	LS	\$ _____	\$ _____
10.	HMA (Type A)	26,087	TON	\$ _____	\$ _____
11.	Minor Concrete (Valley Gutter)	85	SF	\$ _____	\$ _____
12.	Tapered Inlet and Flume Downdrain	1	EA	\$ _____	\$ _____
13.	Type E Dike	14,379	LF	\$ _____	\$ _____
14.	Type A Dike	1,695	LF	\$ _____	\$ _____
15.	Install 12" Alternative Pipe Culvert	37	LF	\$ _____	\$ _____
16.	Install 8" PVC, C-900 (DR-18) Water Main	8,969	LF	\$ _____	\$ _____

Bear Valley Community Services District
 Bear Valley Road Roadway Repair and Water Line Replacement Project

Item	Description	Quantity	Unit	Unit Price	Total
17.	Install 6" PVC, C-900 (DR-18) Water Main	290	LF	\$ _____	\$ _____
18.	Install 4" PVC, C-900 (DR-18) Water Main	1,010	LF	\$ _____	\$ _____
19.	Install 1-inch Water Service	48	EA	\$ _____	\$ _____
20.	Install New Water Meter Box	11	EA	\$ _____	\$ _____
21.	8" Gate Valve Assembly	33	EA	\$ _____	\$ _____
22.	6" Gate Valve Assembly	7	EA	\$ _____	\$ _____
23.	4" Gate Valve Assembly	2	EA	\$ _____	\$ _____
24.	1-inch Type 2 Air Release Valve	4	EA	\$ _____	\$ _____
25.	Permanent Blow-off Assembly	3	EA	\$ _____	\$ _____
26.	32-B3 Pressure Reducing Valve Station Replacement	1	LS	\$ _____	\$ _____
27.	32-A1 Pressure Reducing Valve Station Replacement	1	LS	\$ _____	\$ _____
28.	Fire Hydrant Assembly	8	EA	\$ _____	\$ _____
29.	Connections to Existing Water System	16	EA	\$ _____	\$ _____
30.	Connection to Pump Station	2	EA	\$ _____	\$ _____
31.	Abandon Existing Water Main	1	LS	\$ _____	\$ _____
32.	Abandon Existing Water Services	48	EA	\$ _____	\$ _____
33.	Abandon Existing Fire Hydrants	8	EA	\$ _____	\$ _____
34.	Abandon Existing Blow-off Assembly	2	EA	\$ _____	\$ _____
35.	Remove Existing Gate Valve Boxes and Risers	30	EA	\$ _____	\$ _____
36.	Temporary Trench Resurfacing	9,259	LF	\$ _____	\$ _____
37.	Striping	1	LS	\$ _____	\$ _____
38.	Survey Monument Preservation	24	EA	\$ _____	\$ _____
TOTAL BASE BID					\$ _____

BIDDER'S PROPOSAL
 00 41 43-3

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

Indicate the percentage of the dollar amount of the Work that the Bidder proposes to perform with its own forces: ____%. Less than 50% shall render the bid nonresponsive.

This proposal must be accompanied by a Bid Security in the form of Cash, Certified Check or Bid Bond in an amount equal to at least ten percent (10%) of the amount of the base bid.
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.

Bowman Asphalt, Inc.

Lisa Bowman - President Jose L. Hernandez - CEO

Clifford Boren - Vice President

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

Class A License No. 862672

Bidder's DIR Registration Number: 1000003010

By 

Signature of Bidder

07/23/2026

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 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 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.

BIDDER'S INFORMATION:

BUSINESS ADDRESS: 3333 Gibson Street, Bakersfield, CA 93308

MAILING ADDRESS: 3333 Gibson Street, Bakersfield, CA 93308

BUSINESS PHONE: 661-334-1356

CONTACT NAME: Clifford Boren - Vice President

CONTACT EMAIL: cboren@bowmanasphalt.com

Basis of Comparison of Bids: Bids will be compared on the basis of the Base Bid amount exclusive of alternates. The project will be awarded to the lowest responsible, responsive bidder.

Bids are required for the entire work. 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. If the total cost

BIDDER'S PROPOSAL
00 41 43-4

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

of any item, or the total bid, is inconsistent with the Unit Price, or the sum of the Unit Prices, the sum of the extended Unit Prices shall prevail.

Abandonment of the Contract: If this proposal shall be accepted and the undersigned Bidder shall fail to contract, as aforesaid, and to give the required Performance and Payment bonds in the sums to be determined in accordance with the Specifications, with surety as required by the Specifications, 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 may be declared be null and void, and the forfeiture of such Security accompanying this proposal shall operate and said Security shall be the property of the Owner.

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

*Bid Items noted as being Final Pay Quantity will be handled in accordance with Section 01 20 00 – Measurement & Payment.

END SECTION

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Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

SECTION 00 43 13

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Bowman Asphalt, Inc.

as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and
firmly bound unto BEAR VALLEY COMMUNITY SERVICES DISTRICT, as OWNER, in the penal
sum of Ten Percent of Bid

Dollars (\$ 10% of Bid), for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 23rd day of July, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to
a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing,
for the BEAR VALLEY ROAD ROADWAY REPAIR AND WATER LINE REPLACEMENT
PROJECT.

NOW, THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish bonds for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bowman Asphalt, Inc.

By:  (L.S.)
Principal
Clifford Boren - Vice President
Travelers Casualty and Surety Company of America

By: 
Surety
Jodie L. Doner, Attorney-in-Fact

909-612-3677
California Surety Number

IMPORTANT – Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of California.

END SECTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Ventura)On 7/23/2024 before me, Malisa Kieffer, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Jodie L. Doner

Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **JODIE L DONER** of **VENTURA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

By:


Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **July**, **2026**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

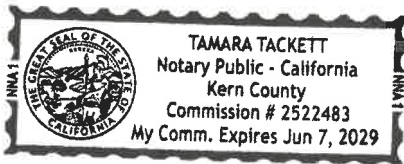
State of California

County of Kern }

On July 28, 2026 before me, Tamara Tackett Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Clifford Boren
Name(s) of Signer(s)

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 Tamara Tackett
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: July 23, 2026 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

SECTION 00 43 36
LIST OF SUBCONTRACTORS

The Bidder shall hereby designate the names, business addresses, contractor license number, and public works contractor registration number of each subcontractor who will perform work or labor on the Project. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name as registered with the License Board.

1. State the name, location of the place of business, California contractor license number, and public works contractor registration number of each subcontractor licensed by the State who will (i) perform work or labor or render service to the Bidder for the Project contemplated in the Drawings and Specifications or (ii) specially fabricate and install a portion of the work or improvement according to the Detail Drawings contained in the Drawings and Specifications, in an amount in excess of one-half of one percent of the Bidder's total Bid.
2. State the portion of the Work that will be done by each subcontractor. List only one subcontractor for each portion as defined by the Bid.
3. Work not listed as subcontracted shall be performed by Bidder.
4. Subcontractors may not be substituted without cause. Subcontractor substitution procedure shall be in accordance with State Contracts Code Section 4100, et seq.

SUBCONTRACTOR: Chrisp Company.

Business Address: 2280 South Lilac Ave, Bloomington, CA 92316.

Class A, C13, C32 License No. 374600

DIR Number: 1000000306

Item No. or Description of Work: 37 - Striping.

Dollar Amount or Percentage of Total Bid: \$64,525 -

SUBCONTRACTOR: Benchmark pipeline, Inc.

Business Address: 9716 Fort Sanders Ave, Bakerfield, CA 93311

Class _____ License No. 1141451

DIR Number: 200015817

Item No. or Description of Work: 15-35 - Waterline Underground

Dollar Amount or Percentage of Total Bid: \$2287,014 -

SUBCONTRACTOR: pavement Recycling Systems, Inc.

Business Address: 10240 San Fervaine way, Jurupa Valley, CA 91752.

Class _____ License No. 5769352

DIR Number: 1000003363

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

Item No. or Description of Work: 7, 8, 9. - cold plane / FDR
Dollar Amount or Percentage of Total Bid: \$ 244,205

SUBCONTRACTOR:

Business Address: _____
Class _____ License No. _____
DIR Number: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR:

Business Address: _____
Class _____ License No. _____
DIR Number: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR:

Business Address: _____
Class _____ License No. _____
DIR Number: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR:

Business Address: _____
Class _____ License No. _____
DIR Number: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR:

Business Address: _____
Class _____ License No. _____
DIR Number: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

SUBCONTRACTOR:

Business Address: _____

Class _____ License No. _____

DIR Number: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR:

Business Address: _____

Class _____ License No. _____

DIR Number: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

END SECTION

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SECTION 00 43 83
PRELIMINARY CONSTRUCTION SCHEDULE

- A. The Contractor shall submit with his Bid a preliminary construction schedule for the Owner's review, including important milestones, assuming the Notice to Proceed is issued on August 12th, 2026. The Preliminary Construction Schedule shall be in sufficient detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated starting and completion dates of various activities, procurement of materials and scheduling of equipment.
- B. The Preliminary Construction Schedule shall reflect completion of all work under the contract within the specified time and in accordance with the Specifications. The Preliminary Construction Schedule will be used by the Owner in helping determine award of the contract.

DATE(S)	WORK ITEM
August 12 th , 2026	Notice to Proceed
August 19 th , 2026	SWPP Submitted for Approval
November 30 th , 2026	Completion of Waterline Replacement
December 24 th , 2026	Completion of Roadway Earthwork
December 31 st , 2026	Substantial Completion
December 31 st , 2026	Final Completion

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SECTION 00 43 33

MATERIAL SUPPLIERS INFORMATION

The Bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

	Equipment/Material	Manufacturer/Supplier
1.	Hot Mix Asphalt	Bowman Asphalt Inc.
2.	Minor Concrete	Holiday Rock
3.	Water Material	Fortline Water Works Inc
4.	Minor Concrete	Holiday Rock
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

END OF SECTION

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SECTION 00 43 93
BIDDER'S CHECKLIST

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.

Bidders shall complete and submit all documents listed in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

1. Section 00 41 43 – Bidder's Proposal
2. Bid Security attached to front of Bidder's Proposal in the form of (check one):
☐ Certified Check ☒ Bidder's Bond (Section 00 43 13)
☐ Cashier's Check ☐ Cash
3. Section 00 43 33 – Material Suppliers
4. Section 00 43 36 – List of Subcontractors
5. Section 00 43 83 – Preliminary Construction Schedule
6. Section 00 45 13 – Bidder's Qualification Statement
7. Section 00 45 16 - Non-Collusion Affidavit
8. Section 00 45 47 – PCC 10162 –Questionnaire on Disqualification
9. Section 00 45 48 – PCC 10232 – Statement on Contempt
10. Section 00 45 51 – Labor and Other Code Requirements Certificate
11. Signed copies of all issued Addenda

SUBMITTED BY:

Name of Company Bowman Asphalt, Inc.

Contact Name Clifford Boren - Vice President

Address 3333 Gibson Street

City Bakersfield State CA Zip 93308

Phone No. 661-334-1356 Fax No. 661-334-1879

Contractor's License No. 862672 Class: A

State DIR Registration No. 1000003010

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

Documents required on the checklist but not included with your bid may render your bid non-responsive and ineligible for award. Bids received by the scheduled bid opening time will be opened and publicly read but are subject to verification that all required documents have been submitted.

END OF SECTION

SECTION 00 45 13
BIDDER'S QUALIFICATIONS

PROJECT: Bear Valley Road Roadway Repair and Water Line Replacement

TO: Bear Valley Community Services District

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Bowman Asphalt, Inc.

(Name of Organization)

Clifford Boren - Vice President

(Owner, Partner, Corporate Officer (list title), Co-Venturer)

3333 Gibson Street, Bakersfield, CA 93308

661-334-1356

(Address and Telephone Number)

1) EXPERIENCE AND REFERENCES

List three (3) or more past (or current) projects of similar size and scope to this project by completing the table below (or attaching information required in the table):

REFERENCE #1	
Project name:	Pavement Rehabilitation
Owner:	City of Bakersfield
Project location:	Bakersfield, CA
Contract amount (\$):	\$3,518,652.00
Completion date:	2025
Project description:	Pavement Rehabilitation
Reference contact name and phone number:	Zac Meyer 661-326-3580

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

REFERENCE #2	
Project name:	Street Rehabilitation
Owner:	City of Tehachapi
Project location:	Tehachapi, CA
Contract amount (\$):	\$2,246,200.00
Completion date:	2025
Project description:	Street Rehabilitation
Reference contact name and phone number:	Laurie Collom 661-822-2200
REFERENCE #3	
Project name:	Pedestrian Path Improvements
Owner:	Kern County Roads Department
Project location:	Bakersfield, CA
Contract amount (\$):	\$1,095,000.00
Completion date:	2025
Project description:	Pedestrian Path Improvements
Reference contact name and phone number:	Craig Pope 661-862-8850

2) CONTRACTOR FINANCIAL INFORMATION

- a) List name, address, and phone number of bonding company used by your organization.

The Liberty Company
Jodie Doner
626-603-4357
21 S California St, Suite 308, Ventura, CA 93001

- b) List name, address, and phone number of a banking institution familiar with your organization.

Mission Bank
Glenda Garcia
661-859-2500
1330 Truxtun Avenue, Bakersfield, CA 93301

- c) State whether your organization has been subject of bankruptcy, failed business, or failed to complete a contract.

N/A

Signed: 

Clifford Boren - Vice President

Name

07/23/2026

Date

END OF SECTION

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SECTION 00 45 16
NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: Bear Valley Community Services District

Bear Valley Road Roadway Repair and Water Line Replacement Project

TO: District Board, Bear Valley Community Services District

Clifford Boren

(Name)

being first duly sworn, deposes and says that he or she is

Vice President

(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of Bowman Asphalt, Inc.

(Bidding Entity)

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

(Title 23 United States Code Section 112)

(Calif. Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

Signed: 

Clifford Boren - Vice President

Name

07/23/2026

Date

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

END OF SECTION

SECTION 00 45 47
PUBLIC CONTRACT CODE SECTION 10162
QUESTIONNAIRE ON DISQUALIFICATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is Yes, explain the circumstances in the space below:

NOTE: The above Questionnaire is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

By  _____
Signature of Bidder

07/23/2026
Date

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Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

SECTION 00 45 48
PUBLIC CONTRACT SECTION 10232
STATEMENT ON CONTEMPT

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By



Signature of Bidder

07/23/2026

Date

SECTION 00 45 51

LABOR AND OTHER CODE REQUIREMENTS CERTIFICATE

1 - FEDERAL/STATE WAGE RATE CLAUSES

Pursuant to the provisions of Part 7 Chapter 1 (beginning with Section 1770) of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and the Davis-Bacon prevailing rate of per diem wages, 29 CFR 5.5 as determined by the U.S. Department of Labor, Employment Standards Administration. Where the requirements of the State of California Department of Industrial Relations and the Davis-Bacon prevailing rate of per diem wages conflict, the higher of the two will be used. State of California prevailing wage schedules for Kern County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at <http://www.dir.ca.gov/dlsr/PWD>.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

Pursuant to the provisions of Labor Code section 1773, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work. Copies of the prevailing rate of per diem wages are on file at the Owner's principal office and shall be made available to any interested party on request. The Contractor shall cause a copy of the Director's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of claim against the Owner. The Contractor shall comply with Labor Code section 1774 and 1775. In accordance with Labor Code section 1775, the Contractor shall forfeit as a penalty to the Owner not more than \$50 for each Day or portion thereof for each worker paid less than the prevailing rates as determined by the director for the Work or craft in which the worker is employed for any Work or by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Director based on the factors set forth in section 1775. In addition to such penalty, the difference between such prevailing wage rates and the amount paid to each workman for each Day or portion thereof for each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

**2 - LABOR CODE SECTION 1776
COMPLETE PAYROLL RECORDS; CERTIFIED AND AVAILABLE**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations

of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(ii) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

3 - LABOR CODE SECTION 1777.5 EMPLOYMENT OF PROPERLY REGISTERED APPRENTICES

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

**4 - LABOR CODE SECTION 1810
DEFINITION: A LEGAL DAY'S WORK**

Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

**5 - LABOR CODE SECTION 1811
TIME OF SERVICE - CALENDAR WEEK**

The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

**6 - LABOR CODE SECTION 1812
ACCURATE LABOR RECORDS**

Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

**7 - LABOR CODE SECTION 1813
PENALTY FOR OVERTIME ON ANY PUBLIC WORK CONTRACT**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

8 - LABOR CODE SECTION 1814

MISDEMEANOR

Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor.

9 - LABOR CODE SECTION 1815 MINIMUM OVERTIME PAY

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

10 - LABOR CODE SECTION 1860 CONTRACT PROVISION

The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

11 - LABOR CODE SECTION 1861 CONTRACTOR CERTIFICATION TO LABOR CODE SECTION 3700

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "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."

12 - LABOR CODE SECTION 6500 AND 6705 TRENCH EXCAVATION SAFETY PLANS

1. The Contractor's attention is directed to the provisions of Labor Code section 6705 concerning trench excavation safety plans. Labor code section 6705 provides in relevant part:

No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of 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 such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

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

2. Before execution of the contract by the Owner, the Contractor shall submit to the Owner a copy of his permit for the project issued by Cal-OSHA.

If there is any non-compliance with said detailed plans, the Contractor shall stop forthwith all affected work until there is compliance in the opinion of the State Division of Industrial Safety. The Owner, Engineer, officers, employees, consultants, and agents of the aforementioned, shall not be liable for costs incurred by the Contractor due to work stoppage, and the Contractor will not be given nor is entitled to an extension of time to complete the Work within the time set forth in this contract due to the work stoppage.

13 - NONDISCRIMINATION CLAUSE

1. During the performance of the Contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. Contractor's attention is also directed to Section 1735 of the Labor Code, which provides:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

3. Contractor's attention is further directed to Section 1777.6 of the Labor Code, which provides:

"An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code."

4. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

14 - DRUG-FREE WORKPLACE CERTIFICATION CONTRACTOR:

The contractor named below hereby certifies compliance with The Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) in matters relating to providing a drug-free workplace. The below named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

15 - LABOR COMPLIANCE MONITORING

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bear Valley Community Services District
Bear Valley Road Roadway Repair and Water Line Replacement Project

THE UNDERSIGNED CERTIFIES THAT, IN PERFORMANCE OF THE CONTRACT, THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS IN ADDITION TO OTHER LEGAL REQUIREMENTS.

CONTRACTOR NAME: Bowman Asphalt, Inc.

CERTIFIED BY:

NAME: Clifford Boren TITLE: Vice President

SIGNATURE:  DATE: 07/23/2026

END SECTION