

JOB NO. 2267-0200

EQUIPMENT SUPPLY SPECIFICATIONS

LEVEE MAINTENANCE
TRUCK SUPPLY PROJECT
TRUCK/TRAILER/OPERATOR EQUIPMENT SUPPLY

PREPARED FOR:

RECLAMATION DISTRICT NO. 108

PREPARED BY:

KJELDEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS

1550 Harbor Blvd., Suite 212,
WEST SACRAMENTO, CALIFORNIA 95691

TELEPHONE NUMBER: (916) 403-5900

September 2025

ENGINEER'S SIGNATURE PAGE

These specifications for Reclamation District No. 108

Levee Maintenance
Truck Supply Project
Truck/Trailer/Operator Equipment Supply

Job No 2267-0200

Have been prepared by, or under the direct supervision of, the following Registered Engineer(s):

Finbarr O'Regan, P.E.
Kjeldsen, Sinnock & Neudeck, Inc.
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West Sacramento, CA 95691



Finbar J. O'Regan

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Project File No. 2267-0200

Part A

00020 NOTICE TO SUPPLIERS

**DOCUMENT 00020
INVITATION TO BID
AND
NOTICE TO SUPPLIER'S**

Your firm is invited to submit a sealed bid proposal to Reclamation District No. 108 for a:

Levee Maintenance Truck Supply Project
Truck/Trailer/Operator Equipment Supply
Yolo & Colusa Counties, California
Job No. 02267-0200

Bids are to be received at the office of Reclamation District 108, California until **2:00 P.M. on Friday, October 10, 2025**, at which time the bids will be publicly opened and read to perform the work as follows:

Supplier to furnish trucks, trailers and operators in accordance with the Bid Documents, to Reclamation District No. 108, 975 Wilson Bend Road, Grimes, CA 95950 for the hauling of gravel from Butte Sand & Gravel to the job site.

No bid will be accepted unless it is made on the Bid Forms furnished by the District's Engineer. Fax bids will not be considered or accepted and will be grounds for rejection. The Bid Forms submitted shall contain all the information requested therein, signed, dated and affidavit notarized.

Closing Time and Withdrawal of Bids – Bids submitted after the fixed time deadline will not be accepted. Submitted bids may not be withdrawn after the fixed time, whether or not bids are opened exactly at the time fixed for opening bids.

Reclamation District No. 108, reserves the right to reject any and all bids. Bid award will be made on the basis of a single schedule. The award, if made, will be to the lowest single responsive and responsible Bidder based upon hourly rate .

Bids submitted to the District by Supplier shall process a valid business license in accordance with the laws of this state, county and/or the city. Prospective Bidders shall be skilled, regularly engaged in the material supply business specified.

The Bidder shall carefully examine the delivery site and specifications, the proposal, and contract forms. Therefore, the submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quantity, and scope of the quantities of materials to be furnished, and supplied as to the requirements of the proposal, specifications, and the contract.

Bidders must comply with all applicable Federal, State, County and local agency requirements.

Specifications and Bid Forms may be obtained at the office of the Reclamation District 108, 975 Wilson Bend Road, Grimes, CA 95950.

Project inquiries and questions should be directed to Barry O'Regan at (916) 403-5900 or boregan@ksninc.com.

Dated: September 23, 2025

Part B
INSTRUCTIONS TO BIDDERS

**2022 DOCUMENT 00105
INSTRUCTIONS TO SUPPLIERS**

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**DOCUMENT 00105
INSTRUCTIONS TO SUPPLIERS**

1.01 CONTENTS OF BID FORMS

- A. Prospective Suppliers will be furnished with bids forms, which will include a schedule of items for which prices are asked, showing the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished.

1.02 APPROXIMATE ESTIMATE OF QUANTITIES

- A. The quantities given in the bids and contract are approximate only, being given as a basis for the comparison of bids. The District does not, expressly or by implication, agree that the actual amount of supply work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the supply work, or to omit portions of the supply work, as may be deemed necessary or advisable by the District.

1.03 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, & SITE OF SUPPLY WORK

- A. The SUPPLIER shall examine carefully the site of the supply work contemplated, the specifications, the bids and contract forms therefore. The submission of a bid shall be conclusive evidence that the SUPPLIER has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scopes of work to be performed and the quantities of materials to be furnished, and as to the requirements of the bids, specifications, addenda, and the contract.
- B. Should the SUPPLIER find discrepancies in, or omissions from the contract documents, or should he be in doubt as to they're meaning, he shall at once notify the District who shall answer such questions.

1.04 ADDENDA

- A. All questions about the meaning or intent of the Bidding Documents are to be directed to District Engineer at 916-403-5900. Interpretations or clarifications considered necessary by District in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by District as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. The District may also issue addenda to modify the Bidding Documents as deemed advisable.

1.05 BID FORMS

- A. The District will furnish to each SUPPLIER a standard bid form, which, when filled out and executed may be submitted as his bid. Bids not presented on forms so furnished, and copies or facsimiles of the SUPPLIER's completed and executed bid forms as a bid will be rejected. Additional copies of bid forms may be obtained from the District.
- B. The bids shall set forth the item prices, in clearly legible figures, in the respective spaces provided, and shall be signed by the SUPPLIER, who shall fill out all blanks in the bid form as therein required. The total price of unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall govern, provided, that if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. Bids shall include for each item, a unit price and total price, and for each lump sum price item, a total price.

- C. All suppliers submitting bids must sign the bid form, fill out all blanks in the bid form, and submit it along with all of the information and statements required herein. Any bids not containing all the information and the "Noncollusion Declaration" requested may be considered non-responsive and may be rejected.
- D. If an individual makes the bid, his name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of the firm or partnership must be shown. If made by a corporation, the bids must show the name and mailing address of the corporation.
- E. The bids shall be submitted as directed in the "Notice to Suppliers" under sealed cover plainly marked as a bid, and identifying the project job number to which the bids relates and the date and time of the bid opening therefor. Bids, which are not properly marked, shall be grounds for rejection.

1.06 REJECTION OF BIDS

- A. Bids may be rejected if they have been transferred to another SUPPLIER, or if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.
- B. Bids, in which the unit prices, lump sum prices, or the total prices of the item are grossly "front-end" loaded or unbalanced with respect to costs, may be rejected.
- C. Bids submitted by telefax will not be accepted.
- D. The District may reject all bids.
- E. A nonresponsive bid.

1.07 WITHDRAWAL OF BID

- A. Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of the bids only by written request for the withdrawal of the bids filed with the District. The SUPPLIER or his duly authorized representative shall execute the request. The withdrawal of a bid does not preclude the right of the SUPPLIER to file a new bid prior to the time fixed for receipt of bids.

1.08 BID OPENING

- A. Whether or not bids are opened exactly at the time fixed in the "Notice to Suppliers" for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the "Notice to Supplier's" for the opening of bids.
- B. Bids will be opened and read publicly at the time and place indicated in the "Notice to Suppliers". Suppliers or their authorized agents are invited to be present.

1.09 RELIEF OF SUPPLIER

- A. If the Supplier claims a mistake was made in his bid, he shall give the District written notice within five (5) working days, excluding Saturdays, Sundays, and holidays, after the opening of bids of the alleged mistake specifying in the notice in detail how the mistake occurred in accordance with Public Contract Code §5100 et seq.

1.10 DISQUALIFICATION OF SUPPLIERS

More than one (1) bid from an individual, firm, or partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm partnership, corporation or combination thereof is interested in more the one bids for

the work contemplated may cause the rejection of all bids in which that individual, firm partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the suppliers any or all bids may be rejected. Bids in which the prices are obviously unbalanced may be rejected.

1.11 BID PROTESTS

Any bid protest must be submitted in writing to the District before 5:00 p.m. of the 7th business day following bid opening. The initial bid protest document shall contain a complete statement of the basis for the protest.

The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

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

The District will issue a decision on the protest. If the District determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

The procedure and time limits set forth in this section are mandatory and are the Supplier's sole and exclusive remedy in the event of a bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

1.12 RESPONSIBLE SUPPLIER

- A. Public Contract Code, Section §1103, defines "Responsible SUPPLIER" as one "who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."

1.13 SCHEDULE OF CONTRACT AWARD

- A. All bids will be compared on the basis of the Engineer's Estimate of quantities of supply work to be done. The District reserves the right to reject any and all bids. The contract award, if it were awarded, will be to the lowest single responsive and responsible SUPPLIER of the bid whose bid complies with all the requirements prescribed.

END OF SECTION 00105

Part C

00410-S BIDDING REQUIREMENTS

**BID FORM
00410-S**

TO THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 108:

The undersigned declares he has carefully examined the location of the proposed work, that he has examined the specifications and read any accompanying instructions to Bidders, and hereby proposes to furnish all materials in accordance with the said specifications for the unit price set forth in the following schedule:

SUPPLIER: _____

ADDRESS: _____

CITY/STATE/ZIP CODE:

TELEPHONE NUMBER:

Levee Maintenance
Truck Supply Project
Truck/Trailer/Operator Supply

ITEM	DESCRIPTION	UNIT PRICE
1.	Furnish Truck Tractor, Bottom Dump Trailer(s), and Operator Regular Time Rate	\$ _____ per hour
2.	Furnish Truck Tractor, Bottom Dump Trailer(s), and Operator Over Time Rate	\$ _____ per hour

The SUPPLIER proposes to provide to Reclamation District No. 108 up to 10 units, where a unit is defined as one fully operational truck tractor/bottom dump trailer(s) and operator for the entire term of the contract. The DISTRICT reserves the right to utilize any number of units up to a maximum of 10 units during any given time during the term of the project.

DATED: _____

AUTHORIZED SUPPLIERS'S SIGNATURE: _____

**BID FORM
00410-S**

AWARD OF PROPOSED WORK

The Reclamation District Board of Trustees reserves the right to reject any and all bids. Bid award will be on the basis of a single schedule or a combination of schedules and/or alternatives. The award will be made to the lowest single responsive and responsible Bidder as submitted.

BUSINESS LICENSE STATEMENT

CALIFORNIA BUSINESS LICENSE NUMBER: _____

LICENSE EXPIRATION DATE:

This Statement constitutes a part of the Bid Form, and the signature portion of the Bid Form shall constitute execution and verification of this Statement.

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NO.: _____ _____ _____ _____

SUPPLIER'S INITIALS: _____ _____ _____ _____

**BID FORM
00410-S**

THE BIDDER SHALL COMPLETE THE FOLLOWING QUESTIONNAIRE

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a 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 _____

If the answer is "yes", explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Bid Form, and signature on the signature portion of the Bid Form shall constitute execution of this questionnaire.

FAIR EMPLOYMENT PRACTICES CERTIFICATE

The Bidder, in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standards of affirmative compliance with the Fair Employment Practices Act relating to the work herein.

This certificate constitutes a part of the Bid Form, and signature on the signature portion of the Bid Form shall constitute execution of this certification.

WORKERS' COMPENSATION CERTIFICATE

The Bidder, in submitting a bid for performing Reclamation District work, hereby certifies that he shall secure the payment of worker's compensation in accordance with Section 3700 of the State Labor Code.

This certificate constitutes a part of the Bid Form, and signature on the signature portion of the Bid Form shall constitute execution of this certification.

**“NONCOLLUSION DECLARATION” TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares: I am the _____ of the party making the foregoing bid.

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

The bid is genuine and not collusive or sham.

The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding.

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.

All statements contained in the bid are true.

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 to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability Company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, this declaration on behalf of the bidder.

I declare under perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on _____ 20____,

at City of _____, State of _____.

_____ (signature)

_____ (print name of person signing)

Part D
00540 CONTRACT

**DOCUMENT 00540
EQUIPMENT SUPPLY CONTRACT**

CONTRACT FOR SUPPLY

THIS Contract for Supply ("Agreement") is made and entered into on _____, by and between the Reclamation District 108 ("DISTRICT"), and ??, ("Contractor") (each a "party" and collectively "the parties").

AGREEMENT:

DISTRICT and Contractor agree as follows:

1. Scope of Services. Contractor shall provide the services as described in Exhibit 'A', during the term described in Section 2, and for the compensation described in Section 3.

2. Term of Agreement. Contractor shall begin performance of its services as of the date of execution of this Agreement and shall continue until the project is completed as agreed but no later than (Insert Date) or the Agreement is terminated pursuant to the provisions of Section 17, below.

3. Compensation.

A. Contractor shall be paid:

X in accordance with Contractors Rate Schedule provided in Exhibit 'B', but not to exceed \$100,000.

 at a fixed rate of _____

Contractors' Rate Schedule shall be in accordance with State Prevailing Wage.

B. DISTRICT shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with Section 21 of this Agreement.

4. Invoice, Payments, Notices. Contractor shall submit monthly invoices for services rendered during the preceding month and expenses incurred. DISTRICT shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

All invoices, notices, or other documents concerning this Agreement shall be served as follows:

If to DISTRICT:
Reclamation District 108
PO Box 50
Grimes, CA 95950

and

mgarcia@rd108.org

If to CONTRACTOR:

CONTRACTOR

5. Independent Contractor.

A. Contractor (including Contractor's employees) is an independent contractor and no relationship of employer-employee exists between the parties. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and as an independent contractor, Contractor indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. Contractor, in the performance of its obligation hereunder, is subject to the control or direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished but not as to the means and methods used by Contractor for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.

D. As an independent contractor and not an employee of DISTRICT, Contractor shall have no right to act on behalf of DISTRICT as its agent or have the authority to bind DISTRICT to any obligation.

6. Authority of Contractor. It is understood that Contractor is to provide services to DISTRICT. Contractor shall possess no authority with respect to any DISTRICT decision. DISTRICT is responsible for and shall make all governmental decisions related to work of Contractor.

7. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this agreement without the prior written consent of DISTRICT.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless DISTRICT, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by DISTRICT), injury, or damage caused by the recklessness, negligent acts or omissions, or intentional misconduct of Contractor, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement.

10. Insurance. Without limiting Contractor's indemnification of DISTRICT, Contractor shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:

A. Prior to commencement of this Agreement, Contractor shall provide certificates of insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance shall be sent to the address noted above. Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to DISTRICT. All Certificates of Insurance shall provide that DISTRICT shall receive thirty (30) days advance written notice of cancellation or major modification before the expiration date.

B. Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, Contractor shall require each of its subcontractors to provide the insurance required herein, or Contractor may name the subcontractors as additional insureds under its own policies.

C. Insurance Required:

(i) Comprehensive General Liability Insurance or Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate it must be no less than two million dollars (\$2,000,000). Each type of insurance shall include coverage for premises/operations, products/completed operations, contractual liability, broad form property damage, and personal injury.

For either type of general liability insurance, coverage shall include the following endorsements:

a. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to DISTRICT, and members of the Board of Directors of DISTRICT, the officers, agents and employees of DISTRICT, individually and collectively, as additional insureds. The State, its officers, agents, and employees shall be named as additional insureds.

b. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by DISTRICT, its officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be cancelled or changed so as to no longer meet the specified DISTRICT insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to DISTRICT at the address as specified above.

d. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit brought, except with respect to the policy's limits of liability.

(ii) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

(iii) Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement. Coverage shall include an endorsement whereby the insurer agrees to waive all rights of subrogation against DISTRICT, Board of Directors, and officers, officials, employees and volunteers of DISTRICT for losses arising from work performed by the Contractor under this Agreement.

12. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its Contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by DISTRICT shall not be deemed to constitute acceptance or waiver by DISTRICT of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-Contractors and is responsible to ensure that all work products are consistent with one another to produce a unified, workable, and acceptable whole functional product.

C. DISTRICT shall promptly notify Contractor of any defect in Contractor's performance.

D. Contractor understands and agrees that this is a public works contract subject to the requirements of prevailing wage. Contractor agrees to comply with all legal requirements, including certified payroll reporting.

13. Audit. The following audit requirements apply from the effective date of this Agreement until three years after DISTRICT's final payment:

A. Contractor shall allow DISTRICT's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to DISTRICT or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-Contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. DISTRICT and Contractor shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

C. The provisions of Section 13 shall survive the expiration or termination of this Agreement.

15. Interest of Contractor. Contractor covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to DISTRICT or Contractor at the address indicated in Section 4. In the event of termination:

A. Contractor shall immediately cease rendering services pursuant to this Agreement.

B. Contractor shall deliver to DISTRICT copies of all writings, if any, prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, photostating, photographing, electronic messages or other documents and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols or

combinations thereof. All materials provided to DISTRICT upon termination become the property of DISTRICT.

C. Contractor shall be paid for any required services satisfactorily completed prior to the date of termination less compensation, if any, to DISTRICT for damages suffered as a result of Contractor's failure to comply with the terms of this agreement.

18. Jurisdiction. This agreement shall be administered and interpreted under the laws of the State of California.

19. Conflict with Laws or Regulations/Severability. This agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

20. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

21. Amendments. Any amendment to this Agreement must be in writing and executed by both parties.

22. Entire Agreement. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereof constitute the entire Agreement and understanding between DISTRICT and Contractor as to the subject matter hereof and supersedes all prior oral and written agreements.

23. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. Any assignment shall be pursuant to written mutual agreement.

24. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of California Civil Code section 1654 shall not apply in interpreting this Agreement.

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

DISTRICT

CONTRACTOR

By: _____

By: _____

Meegan Nagy
Deputy General Manager

Name: _____
Title: _____

DATED: _____

DATED: _____

Part E

00700 GENERAL CONDITIONS

**DOCUMENT 00700
GENERAL CONDITIONS**

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**DOCUMENT 00700
GENERAL CONDITIONS**

SECTION 1 - GENERAL

1.01 GENERAL

- A. Unless the context otherwise requires, whenever in the specifications and other contract documents the following terms are used, the intent and meaning shall be interpreted as provided herein.
- B. Working titles having a masculine gender, and the pronoun "he" are utilized in the specifications for sake of brevity, and are intended to refer to persons of either sex.

1.02 DEFINITIONS

- A. Acceptance - The formal written acceptance by the District of an entire contract, which has been completed in all respects in accordance with the plans and specifications and any modifications thereof, see Notice of Completion.
- B. Acts of God – “Acts of God” as defined in Public Contract Code § 7105.
- C. Bid - The offer of the Bidder setting forth the prices for the work, when filled out and submitted on the prescribed proposal form, properly signed and guaranteed.
- D. Bidder - An individual, firm, partnership, corporation or combination thereof submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- E. Bid Form - The form up on which the District requires formal bids to be prepared and submitted for the work.
- F. Bond - A Bidder’s bond, performance bond, payment bond, or other instrument of security.
- G. Change Order – A document recommended by Engineer, which is signed by Supplier and District and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- H. Claim – A demand or assertion by District or Supplier seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third (3rd) party is not a Claim.
- I. Contract - The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment necessary for the supply work. The contract shall include the notice to suppliers, proposal, plans, specifications, special provisions, and addenda; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.
- J. Contract Documents - The contract documents shall include the Notice Inviting Bids, Instructions to Bidders, Addenda, Proposal (including documentation accompanying the Proposal and any post-bid documents submitted prior to award), the Bonds, the General Conditions, the Special Provisions, permits from other agencies, the Plans, Specifications, reference specifications, and all modifications issued after execution of the Contract.

- K. Contract Price – The moneys payable by District to Supplier for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).
- L. Contract Times – The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
- M. County - Whenever the word "County" is used it shall be understood to mean and refer to the County government agency under which jurisdiction of the project falls, acting by or through its duly elected or appointed officers or officials or their authorized assistants.
- N. Days - Unless otherwise designated, days as used in the contract documents shall mean consecutive calendar days.
- O. District – A special district, acting through its properly authorized agents or legal representatives who have entered into a contract with the Supplier as party or parties of the first part.
- P. Engineer - Kjeldsen, Sinnock & Neudeck, Inc., Consulting Civil Engineers & Land Surveyors, acting either directly or through properly authorized agents.
- Q. Notice of Completion - A written Notice of Completion signed and verified by the District or representative shall be recorded with the County Recorder of the County in which the work was performed. The date of completion and acceptance of the work by the District or representative recited in the Notice of Completion shall be deemed to be the date of Completion.
- R. Notice to Proceed - A written notice given by the Engineer to the Supplier fixing the date on which the Contract time will start.
- S. Plans - The official project plans, profiles, typical cross-sections, general cross-sections, working plans, or reproductions thereof, approved by the Engineer, which show the locations, character, dimensions, and details of the work to be performed. All such documents are to be considered as part of the plans.
- T. Project – The total Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.
- U. Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for Supplier and submitted by Supplier to illustrate some portion of the Work.
- V. Special Provisions - The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Specifications.
- W. Specifications - The directions, provisions and requirements contained in these specifications, special provisions, technical specifications, and addenda.
- X. Supplier - The person or persons, firm, partnership, corporation, or combination thereof, private or municipal who have entered into a contract with the District as party or parties of the second part, or his or their legal representatives.
- Y. State - Whenever the word "State" is used it shall be understood to mean and refer to the State of California.
- Z. State Specifications - The Standard Specifications of the State of California, Department of Transportation (Caltrans).

SECTION 2 - AWARD AND EXECUTION OF CONTRACT

2.01 AWARD OF CONTRACT

- A. The right is reserved to reject any and all bids.
- B. The award of the contract, if it were awarded, will be to the lowest responsive and responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within ninety (90) days after the opening of the bids. If the lowest responsive Bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsive and responsible Bidder. Such award, if made, will be made within one-hundred-five (105) days after the opening of the bids. If the second lowest responsive and responsible refuses to execute the contract, the District may award the contract to the third lowest responsive and responsible Bidder. Bidder's proposal shall remain valid for at least one-hundred-thirty (130) days. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the District, the Bidder and the Bidder's surety concerned.
- C. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.
- D. The procedure for selection of low Bidder, if identical bids are received: Upon opening and reviewing the bids received, if the District determines that two or more Bidders have submitted identical monetary bids, and that said Bidders are deemed to be responsive, responsible Bidders, and that there is no other factor that can be used to determine which Bidder is the lowest responsive, responsible Bidder to whom the contract should be awarded, then and in that event the lowest responsive, responsible Bidder shall be determined by a "flip-of-the coin." The District shall notify each such Bidder submitting identical bids of the date, time and place at which the coin flip shall take place. One Bidder shall flip the coin and the second Bidder shall call "heads or tails" while the coin is in the air. The Bidder calling the correct side shall be deemed to be the lowest, responsive, responsible Bidder. In the event that there are more than two bids of the same amount, then there shall be a succession of coin flips to place the bids in consecutive order for purposes of determining the order of the lowest monetary Bidders. If a Bidder fails to attend the coin flip, then District representatives shall represent the Bidder not in attendance.
- E. Additive and Deductive Items (§ 20103.8 – Public Contract Code):

A Local agency may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of a specification, only the method provided by subdivision a) will be used:

- a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from,

the base contract, are less than, or equal to, a funding amount publicly disclosed by the Local agency before the first bid is opened,

- d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders or proposed Subsuppliers or suppliers from being revealed to the public entity before the ranking of all Bidders from lowest to highest has been determined.

A responsible Bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the Local agency from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible Bidder has been determined.

- e) Nothing in this section shall preclude the prequalification of Subsuppliers.

2.02 EXECUTION OF CONTRACT

- A. The contract shall be signed by the successful Bidder and returned, together with the contract bonds within fifteen (15) days after the Bidder has received notice that the contract has been awarded unless stipulated otherwise in the Special Provisions. No proposal shall be considered binding upon the District until the execution of the contract.

SECTION 3 - SCOPE OF WORK

3.01 INTENT OF PLANS AND SPECIFICATIONS

- A. The intent of the plans and specifications is to prescribe the details for the supply and completion of the work, which the Supplier undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

3.02 WORK TO BE DONE

- A. Unless otherwise specified, the Supplier shall furnish all labor, materials, tools, implements, equipment, machinery, methods, processes, and incidentals, and do all the work involved in executing the work in a satisfactory and workmanlike manner.

3.03 CHANGES

- A. The District reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications including the right to increase or decrease the quantity of any item or portion of the work, or to delete any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as deemed by the Engineer to be required for the proper completion of the whole work contemplated.
- B. Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis for compensation for such work. A contract change order will not become effective until approved by the District.

3.04 INCREASED OR DECREASED QUANTITIES

- A. Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of such item of work with the Engineer's Estimate thereof. If

the total pay quantity of any item of work required under the contract varies from the quantities indicated in the proposal by twenty-five percent (25%) or less, payment will be at contract unit prices.

- B. If the total pay quantity of any item of work required under the contract varies from the quantities indicated in the proposal by more than twenty-five percent (25%), in the absence of an executed contract change order specifying the compensation to be paid, payment will be at contract prices. Written requests by the Supplier shall be accompanied by adequate data to support the costs of the item.

SECTION 4 - CONTROL OF WORK

4.01 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished, and as to the manner of performance and rate of progress of the supply work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Supplier; and all questions as to claims and compensation. The Engineer's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders which the Supplier fails to carry out promptly.

4.02 REQUESTS FOR INFORMATION

- A. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications, or the special provisions, the Supplier shall submit a request for information to the Engineer for such further explanations as may be necessary, on forms provided by the Engineer. The Supplier shall comply with the Engineer's response as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the plans, specifications, or the special provisions, reference shall be made to the Engineer, whose decision thereon shall be final.

4.03 SUPPLIER'S GUARANTY

- A. The complete project, including all materials and equipment furnished, shall be guaranteed by the Supplier against faulty workmanship and materials for a period of one (1) year from the date of recording of the Notice of Completion. The Supplier shall be responsible for all repair and/or replacements including all labor, materials, equipment, devices, plant and other items of work necessary.

SECTION 5 - CONTROL OF MATERIALS

5.01 GENERAL

- A. The Supplier shall furnish all materials or equipment required to complete the work, except materials that are designated in the specifications to be furnished by the District. Only materials and equipment conforming to the requirements of the specifications shall be incorporated into the work.
- B. All materials and equipment furnished by the Supplier shall be new, free from defects. Where the quality of materials or equipment is not specifically called out they shall be of the highest quality normally used.

5.02 SUPPLIER'S SUBMITTALS

- A. The Supplier shall submit to the Engineer for his approval, catalog and descriptive literature on materials or equipment that will be used in the work.

5.03 SAMPLES AND TESTS

- A. At the option of the Engineer, the Engineer shall approve the source of supply of each of the materials or equipment before delivery is started and before such materials or equipment is used in the work. Samples of such materials or equipment shall be furnished to the Engineer as requested and without charge. No material or equipment shall be used until the Engineer has approved it. Samples will be secured and tested whenever necessary to determine the quality of material or equipment.
- B. All tests of materials or equipment furnished by the Supplier shall be made in accordance with commonly recognized standards of national testing organizations, and such special methods and tests as are prescribed in these specifications.

5.04 STORAGE OF MATERIALS

- A. Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate their inspection.

5.05 DEFECTIVE MATERIALS

- A. All materials or equipment which does not conform to the requirements of the plans and specifications shall be considered as defective and all such materials or equipment, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material or equipment, the defects of which have been subsequently corrected, shall be used unless approved in writing by the Engineer.
- B. Upon failure on the part of the Supplier to comply promptly with any order of the Engineer made under the provisions of this section, the Engineer shall have authority to cause the removal and replacement of defective material or equipment and to deduct the cost thereof from any moneys due, or to become due to the Supplier.

5.06 MANUFACTURED EQUIPMENT

- A. Manufactured equipment shall be all new, first line, current production models of manufacturers regularly engaged in production of such equipment for at least five (5) years.

5.07 TRADE NAMES AND ALTERNATIVES

- A. For convenience in designation on the plans or in the specifications, certain articles, materials or equipment to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:
 - 1. The burden of proof as to the quality and suitability of alternatives shall be upon the Supplier and he shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and his decision shall be final.
 - 2. Whenever the specifications permit, the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Supplier accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.

- B. Any additional costs incurred to allow the supply of alternate material or equipment shall be borne by the Supplier, and shall not be the basis for any claim or claims for extra compensation. Any savings resulting from the use of alternate material or equipment shall be deducted from any moneys due, or that may become due the Supplier under the Contract.

5.08 PLANT INSPECTION

- A. The Engineer shall have the right to inspect the production of material, or manufacture of products at the source of supply.

5.09 CERTIFICATES OF COMPLIANCE

- A. Certificate of Compliance shall be furnished prior to the use of any materials for which the specifications require that such certificate be furnished.
- B. The Engineer may waive materials testing requirements of the Specifications and accept the manufacturers' written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

6.01 LAWS TO BE OBSERVED

- A. The Supplier shall keep himself fully informed of all existing and future State and Federal laws and all County, Municipal, Local and Special District laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the District, and all officers and employees thereof connected with the work, including the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Supplier shall forthwith report the same to the Engineer in writing.

6.02 ASSIGNMENT OF ANTITRUST ACTIONS

- A. Sections § 4551 through § 4554 of the Public Contract Code pertaining to the assignment of antitrust claims are incorporated herein in full by this reference.

6.03 PAYMENT OF TAXES

- A. The contract prices paid for the work shall include full compensation for all taxes which the Supplier is required to pay, whether imposed by Federal, State, County, or Local government, including, without being limited to, Federal excise tax. The District will furnish no tax exemption certificate or any document designed to exempt the Supplier from payment of any tax to the Supplier.

6.04 PATENTS

- A. The Supplier shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work and agrees to indemnify and save harmless the District, Engineer, and their duly authorized

representatives, from all suits at law, or actions of every nature for or on account of the use of any patented materials, equipment, or processes.

6.05 LABOR CODE REQUIREMENTS

A. HOURS OF LABOR

1. Eight (8) hours labor constitutes a legal day's work. The Supplier shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Supplier under him for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section § 1810 to Section § 1815 thereof, inclusive, except that work performed by employees of Supplier in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours in excess of eight (8) hours per day at not less than one and one half (1½) times the basic rate of pay, as provided in said Section § 1815.

B. PREVAILING WAGE

1. The Supplier shall comply with Labor Code Sections § 1774 to § 1775 as necessary. Pursuant to said Section § 1775 the Supplier shall forfeit to the District a penalty of not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the general prevailing rate of wages as determined by the Department of Industrial Relations of the State of California for any work done under the Contract, by him or her, or by any Subsupplier under him or her, in violation of the provisions of the Labor Code, and in particular, Sections § 1770 to § 1780 thereof, inclusive.
2. The scale of prevailing wages is available at the principal office of the State's Department of Industrial Relations, Division of Labor Standards Enforcement, Bureau of Field Enforcement Office or the State's nearest Local office for the County where the work is being performed. The Supplier is required to post a copy of said wage scale at the job site prior to commencement of work.

C. TRAVEL AND SUBSISTENCE PAYMENTS

1. Attention is directed to the requirements of Section § 1773.8 if the Labor Code. The Supplier shall make travel and subsistence payments to each worker, needed to execute the work, in accordance with said Section § 1773.8.

D. PAYROLL RECORDS

1. The Supplier's attention is directed to the provisions of Labor Code Section § 1776. The Supplier shall be responsible compliance by his Subsuppliers with said provisions.
2. The Supplier and Subsuppliers shall keep an accurate payroll record, 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 worker, or other employee employed by him in connection with the execution of the work.
3. The payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Supplier or Subsupplier or shall be furnished to any employee, or his/her authorized representative on request, according to Labor Code Section § 1776. The District, State Department of Industrial Relations, and any State or Federal agency involved in the financing of the work, or any of their authorized representatives shall have access to such books, records, documents, and

other evidence for the purpose of inspection, audit and copying. The Supplier will provide facilities for such access and inspection.

4. The Supplier shall maintain books, records, documents and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and the financial information and data used by the Supplier in preparation or support of the cost submission for any negotiated contract or change order and a copy of the cost summary submitted to the District.
5. Records shall be maintained and made available during the performance of work under this contract and until ten (10) years from the date of final payment for the project. In addition, those records which relate to any dispute appeal under this contract, to litigation, to the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.

E. LABOR DISCRIMINATION

1. Attention is directed to Section § 1735 of the California Labor Code.
2. No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section § 12940 of the Government Code, and every Supplier for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section § 1735 of the Labor Code.

F. WORKERS COMPENSATION

1. Pursuant to the requirements of Section § 1860 of the Labor Code, the Supplier will be required to secure the payment of worker's compensation to his employees in accordance with the provisions of Section § 3700 of the Labor Code.
2. Prior to the commencement of work, the Supplier shall sign and file with the Engineer the Certificate of Worker's Compensation contained in the proposal.

6.06 TRAFFIC CONTROL

- A. Supplier is responsible and shall comply with all applicable Federal, State, County and Local requirements as required for traffic control and public safety during project supply operations.

6.07 SAFETY AND HEALTH PROVISIONS

- A. The Supplier shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the California Division of Industrial Safety.

6.11 RESPONSIBILITY FOR DAMAGE

- A. The District or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or death of any person or persons, either workers or the public; or for damage to property from any cause whatsoever.
- B. The Supplier shall be responsible for any liability imposed by law and injuries to or death of any person including but not limited to workers and the public, or damage to property

resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before final acceptance.

- C. The Supplier shall indemnify and save harmless the District and the Engineer from any suits, claims, or actions of every name, kind, and description, brought forth, or on account of any injuries to or death or any person including but not limited to workers and the public, or damage to property resulting from the performance of the contract.
- D. The District may retain so much of the money due the Supplier as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

6.12 SUPPLIER'S RESPONSIBILITY FOR WORK

- A. Until the formal acceptance by the District, the Supplier shall have the charge and care of the materials to be used, including materials for which he has received partial payment and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Supplier shall repair, restore, and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof.

6.13 PERSONAL LIABILITY

- A. The District, the Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under or by virtue of the Contract.

6.20 ENGINEER'S RESPONSIBILITIES FOR SAFETY

- A. It is understood and agreed that the Engineer has no constructive use of the materials or work; has no control or authority over the means, methods and sequences of supply; and therefore has no ongoing responsibility whatsoever for work site safety, a responsibility that has been wholly vested in the Supplier. Notwithstanding the above, the Engineer has a duty to preserve and protect public health, safety, and welfare. It is the Engineer's professional responsibility to take what the Engineer believes is prudent measures should the Engineer encounter situations that the Engineer believes create danger to the public health, safety or welfare. The Supplier understands this situation and agrees to defend and hold the Engineer harmless from claims arising from the Engineer's exercise of professional responsibility in this regard.

6.21 RESPONSIBILITY OF DISTRICT

- A. The District shall not be held responsible for the care or protection of any materials or parts of the work prior to final acceptance, except as expressly provided in these specifications.

SECTION 7 - PROSECUTION AND PROGRESS

7.00 ASSIGNMENT

- A. The performance of the contract may not be assigned, except upon written consent of the Engineer. Consent will not be given to any proposed assignment, which would relieve the original, Supplier or his surety of their responsibilities under the contract.

7.01 PROGRESS OF THE WORK

- A. The Supplier shall commence work within ten (10) days after the date of the written notice to proceed from the Engineer, unless otherwise set forth in the Special Provisions. The Supplier shall diligently prosecute the supply work to completion within the time limit set forth in the Special Provisions.

7.02 TEMPORARY SUSPENSION OF WORK

- A. The Engineer shall have the authority to suspend the supply work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the supply work, or for such time as he may deem necessary, due to the failure on the part of the Supplier to carry out orders given, or to perform any provision of the contract. The Supplier shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered in writing by the Engineer.

7.03 SUSPENSION OF CONTRACT

- A. If at any time in the opinion of the District, the Supplier has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the District in any such case shall have the right to suspend the operation of the contract. Upon receiving notice of such suspension, the Supplier shall discontinue said work, or such parts of it as the District may designate. Upon such suspension, the Supplier's control shall terminate, and thereupon the District or his duly authorized representative may take possession of all or any part of the Supplier's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Supplier's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the District may deem proper; or the District may annul and cancel the contract and re-let the work or any part thereof. Any excess of cost arising there from over and above the contract price will be charged against the Supplier and his sureties, who will be liable therefore. In the event of such suspension, all monies due the Supplier or retained under the terms of this contract shall be forfeited to the District but such forfeiture will not release the Supplier or his sureties from liability or failure to fulfill the contract. The Supplier and his sureties will be credited with the amount of money so forfeited toward suspension of the operations of the Contract and the completion of the work by the District as above provided, and the Supplier will be so credited with any surplus remaining after all just claims for such completion have been paid.
- B. In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the District shall be binding on all parties to the contract.

SECTION 8 - MEASUREMENT AND PAYMENT

8.01 MEASUREMENT OF QUANTITIES

- A. All work to be paid for at a contract price per unit of measurement shall be measured in accordance with the methods stipulated in the project specifications.
- B. Except as to material delivered by barge, materials delivered by land hauling units shall be measurement based on certified scale weight and measuring devices that have been sealed and approved by California Department of Food and Agriculture's Division of Measurement Standards or its designated representative. Material shall be weighed by and at the expense of the Supplier on certified sealed scales regularly inspected by the State Division of Measurement Standards or its designated representatives. A weighmaster shall be licensed in accordance with the provisions of the California Business and Professional Code (§12700 et. Seq.) to operate the scales. Unlicensed weighmaster's or individual truck drivers are prohibited from weighing and issuing delivery tickets. The Supplier shall furnish a Licensed Weighmaster's Certificate for each load of material delivered and daily summary weigh sheets.
- C. The weight of material delivered by barge shall be determined by way of water displacement or barge chart showing the displacement for different levels of submergence as prepared and certified by a California Registered Civil Engineer, Marine Surveyor, and Architect shall be provided for each barge used to provide material for the project. Before loading and after unloading measurements shall be taken for each load at each of the four corners of the barge. The calculations shall be subject to verification by the Engineer. The bilge of the barge shall be free of water or other ballast at the time measurements is taken.
- D. Weight measurements shall be in accordance with the U.S. Standard Measures. A pound is an avoirdupois pound. A ton is two thousand (2,000) avoirdupois pounds. The unit of liquid measure is the U.S. gallon. Materials delivered and placed by barge will be based on the transporting vessel. One (1) cubic foot of barge displacement will be assumed to be equivalent to 62.5 pounds of weight.
- E. Items for which quantities are indicated "Lump Sum" shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

8.02 EXTRA WORK

- A. New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items.
- B. The Supplier shall do such extra work and furnish labor, materials, and equipment therefore upon receipt of an approved Contract Change Order or other written order of the Engineer and in the absence of such approved Contract Change Order or other written order of the Engineer, the Supplier shall not be entitled to payment for such extra work.
- C. When extra work is to be paid for on a lump sum basis, the amount of said payment shall be agreed upon in writing prior to execution of the work. Lump sum payments shall be considered as full compensation for the items of work and all appurtenances thereto.
- D. When extra work is to be paid for on a cost and percentage basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Engineer and compensation will be determined as follows:

1. Labor - The Supplier shall receive the cost of all labor of any class, including foremen, engaged in the extra work, plus an amount equal to twenty-five percent (25%) of the sum thereof.
2. The costs of labor shall be based on the State of California Department of Industrial Relations Prevailing Wage Determination in effect at the date the contract was executed. Said costs shall include the basic hourly rate, health and welfare, pension, vacation and holiday, and training funds. Employer payments of payroll taxes, social security, Medicare, federal unemployment, state unemployment, state training taxes, workers compensation insurance, liability insurance, and other direct costs, resulting from Federal, State, or Local laws are considered part of the percentage amount.
3. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Supplier establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.
4. Materials - The Supplier will receive the cost of all materials which he purchase and uses in the extra work, plus an amount equal to fifteen percent (15%) of the sum thereof. The cost of all materials shall include freight charges and taxes as shown by original invoiced bills for said materials.
5. The District reserves the right to furnish such materials required as it deems expedient, and the Supplier shall have no claim for profit on the cost of such materials.
6. Equipment and Tools - No payment will be made for the use of tools which have a replacement value of five hundred dollars (\$500.00) or less.
7. The Supplier will receive the cost of all equipment and tools, which he uses in the execution of the extra work, plus an amount equal to fifteen percent (15%) of the sum thereof.
8. The Supplier will be paid for the use of equipment at the rental rates listed for such equipment in the State Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which was in effect on the date the contract for the work was executed.
9. The rental rates paid shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, loading and transportation to the site of work, and all incidentals.
10. All cost and percentage work shall be adjusted daily upon work sheets, prepared by the Engineer, furnished to the Supplier and signed by both parties, which daily reports shall thereafter be considered the true record of extra work done.
11. Vendors' invoices for materials, equipment rental, and other expenditures, and certified payrolls shall be submitted with the request for payment. If the request for payment is not substantiated by the documentation enumerated above, the request will not be honored.

8.03 CHANGE ORDERS

- A. The plans, specifications, special provisions, and the contract documents contain the requirements for the project. No information obtained from any officer, agent, or employee

of the District on any such matters shall in any way affect the risk or obligations assumed by the Supplier or relieve him from fulfilling any of the conditions of the contract.

- B. The Engineer may order changes, including revisions, to plans and specifications, performance of extra work, increases or decreases in contracted items of work, and the elimination of work. Such orders will be in writing. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. The Supplier shall promptly notify the Engineer whenever it appears that a change is necessary, and when so directed, shall stop work in the areas that may be affected. Contract time and compensation will be adjusted for changes, which materially increase or decrease the time for performance or cost.
- C. When so directed, the Supplier shall proceed with changes before agreement is reached on contract adjustments to compensation or time of performance, and shall furnish to the Engineer at the end of each day, signed detailed hourly records for that day of labor, equipment and itemized records of materials, equipment and services used in performance of the changes. If the Supplier fails to provide such records, the Engineer's records will be used for the purpose of adjusting compensation or time of performance.
- D. When applicable, changes in contract price resulting from extra work may be determined by a mutually agreed upon lump sum price. The Supplier's proposal for such changes shall include a detailed breakdown of labor and materials to be performed by his forces or material supplier. The breakdown shall include labor surcharge and sales tax cost. Whenever the District requests that the Supplier prepare a lump sum price in connection with the change order, the Supplier shall be entitled to the costs incurred in the preparation of that price. Such costs will be incorporated into the lump sum amount regardless of whether or not the lump sum amount is finally accepted by the District.
- E. The Engineer shall receive the Supplier's proposal for lump sum change orders within ten (10) days following the issuance of the change order price request.

8.04 OMITTED WORK

- A. The District may, by written order to the Supplier, omit work, equipment, and material to be provided under the Contract, and the value of the omitted work, equipment, and material will be deducted from the contract price. The deducted value will be a lump sum or unit price agreed upon in writing by the Supplier and the District based on breakdown and cost information submitted by the Supplier.

8.05 STOP PAYMENT NOTICES

- A. The District, through the Engineer or other appropriate District's representatives, may at its option and at any time, retain out of any amounts due the Supplier, sums sufficient to cover claims, filed pursuant to Section § 3179 et seq. of the Civil Code. Stop Notices shall comply with the provisions of Sections § 3098, § 3103, and § 3183 of the Civil Code of the State of California.

8.06 PROPOSAL ITEMS

- A. Proposal items shall be for the complete work as indicated on the plans and described in the specifications, and shall include all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, taxes, profit, and anything else necessary or required, unless specifically excepted, for the adjustments of appurtenant facilities in a workmanlike manner.

- B. Payments will be made on the basis of the items listed on the proposal and no additional claims for compensation will be allowed therefore.

8.07 PARTIAL PAYMENTS

- A. Once each month the Supplier may submit to Engineer a payment request showing the total amount of supply work done and the amount requested. The related delivery or weight tags shall accompany such payment request, payroll certificates lien releases and any other documentation required to substantiate completion of the work.
- B. The Engineer for partial payment purposes shall determine the value of the work completed. The Engineer may require the Supplier to submit a monthly statement indicating the status of completion of each item of work and accompanied by such documentation as be required to substantiate the completion of work.
- C. As provided for in Section § 4590 of the California Public Contract Code and Section §10263 of the California Public Contract Code, the Supplier may substitute securities for any monies withheld by the District to ensure performance under the contract.
- D. Public Contract Code Section § 20104.50 is applicable to this contract and provides as follows:
 - 1. § 20104.50 timely progress payments, legislative intent; interest; payment requests
 - a. It is the intent of the Legislature in enacting this section to require all Local governments to pay their suppliers on time so that these Suppliers can meet their own obligations. In requiring prompt payment by all Local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is instead, a matter of statewide concern.
 - b. It is the intent of the legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of Local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in Local government, must set a standard of prompt payment that any business in the private sector, which may contract for services, should look towards for guidance.
 - 2. Any Local agency which fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Supplier on a contract shall pay interest to the Supplier equivalent to the legal rate set forth in subdivision (a) of Section § 685.010 of the Code of Civil Procedure.
 - 3. Upon receipt of a payment request, each Local agency shall act in accordance with both of the following:
 - a. Each payment request shall be reviewed by the Local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - b. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Supplier as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

4. The number of days available to a Local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a Local agency exceeds the seven (7) day return requirement set forth in paragraph (2) of subdivision (c).
5. For purposes of this article:
 - a. A "Local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - b. A "progress payment" includes all payments due Suppliers, except that portion of the final payment designated by the contract as retention earnings.
 - c. A payment request shall be considered properly executed if funds are available for payment of the payment request, and the financial officer of the Local agency does not delay payment due to an audit inquiry.

8.08 RESOLUTION OF CONTRACT CLAIMS

- A. Provisions of Section § 20104 of the Public Contract Code (b) (2) State that a "claim" means a separate demand by the Supplier for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Supplier pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Local agency.
- B. Applicability of Section § 20104(01)(1) of Public Contract Code applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Supplier and a Local agency.
- C. For any claim subject to this article, the following requirements apply:
 1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - a. For claims of less than fifty thousand dollars (\$50,000), the Local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Local agency may have against the claimant.
 1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Local agency and the claimant.
 2. The Local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 - b. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional

documentation supporting the claim or relating to defenses to the claim the Local agency may have against the claimant.

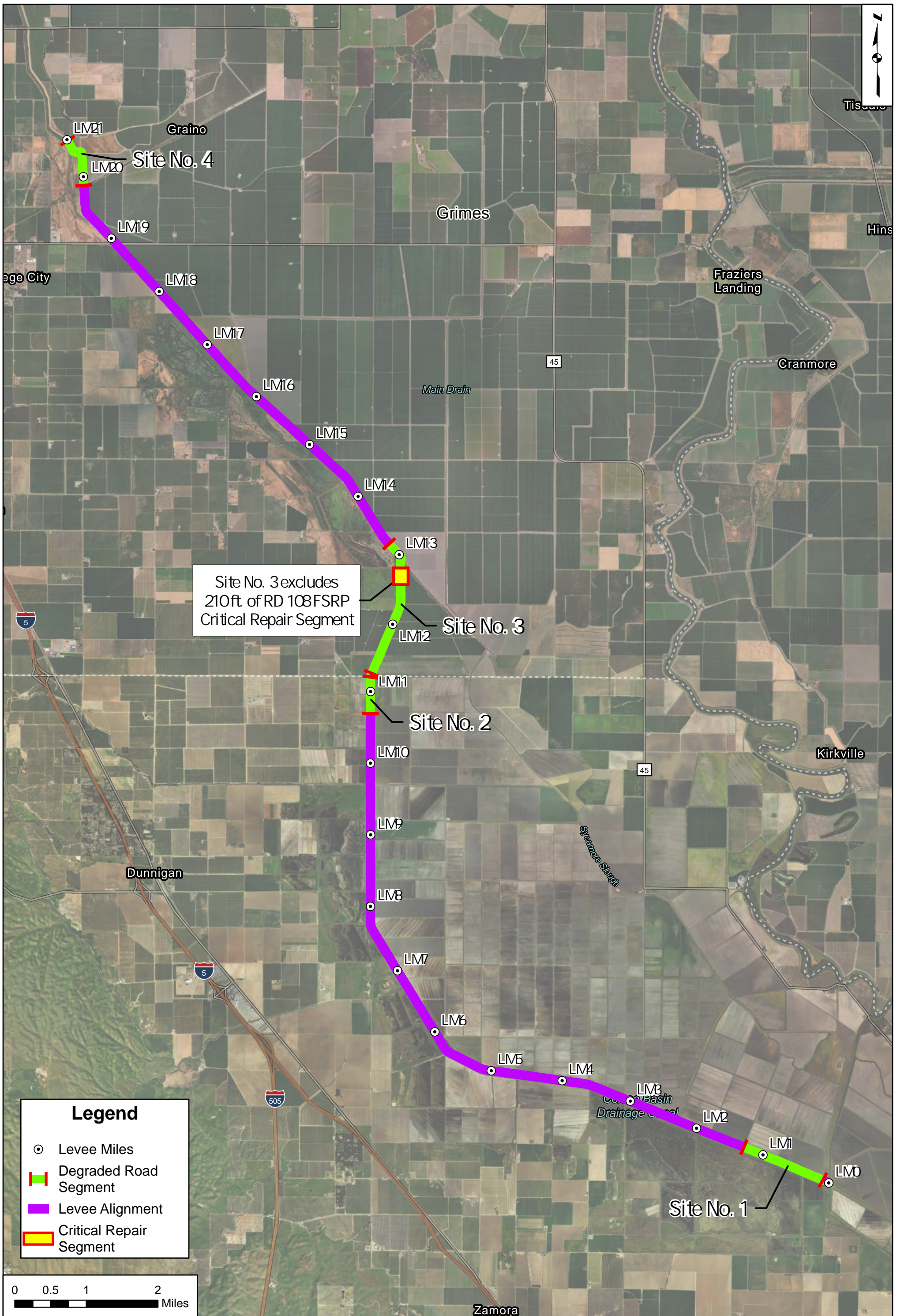
1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Local agency and the claimant.
2. The Local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

8.09 ADJUSTMENT OF DISPUTE

- A. All questions or controversies which may arise between the Supplier and the District, under or in reference to this contract, shall be subject to the decision of some competent person to be agreed upon by the District and the Supplier, and his decisions shall be final and conclusive upon both parties.
- B. Should the District and Supplier be unable to agree upon such person, a board of three (3) arbitrators shall be chosen, one (1) by the District, one (1) by the Supplier, and the third (3rd) by the two (2) so chosen, and the decision of any two (2) of said arbitrators shall be final and binding upon the parties. If either party to the Contract neglects or fails for a period of ten (10) days after notice from the other party to designate an arbitrator hereunder, the arbitrator designated by the other party shall have full power to decide the dispute in the same manner as though a board of three (3) arbitrators had been selected. The referee or arbitrators shall decide which party shall pay the cost of arbitration, and final payment to the Supplier shall not be made until the full decision of the referee or arbitrators has been rendered.

END OF SECTION 00700

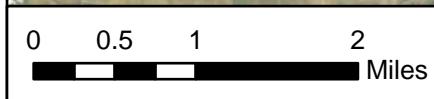
PLANS



Site No. 3 excludes
210ft of RD 108 FSRP
Critical Repair Segment

Legend

- Levee Miles
- ▬ Degraded Road Segment
- ▬ Levee Alignment
- ▭ Critical Repair Segment



	711 N. Pershing Avenue Stockton, CA 95203 209-946-0268	Project #: 2301-0250	FLOOD SYSTEM REPAIR PROJECT RECLAMATION DISTRICT 108 LEVEE PATROL ROAD GRAVEL EXHIBIT
	1550 Harbor Boulevard, Suite 212 West Sacramento, CA 95691 916-403-5900 www.ksninc.com	Map Date: 6/23/2025	