

**RECLAMATION DISTRICT NO. 773
REGULAR MEETING AGENDA FOR
BOARD OF TRUSTEES
9:00 A.M. DECEMBER 2, 2025**

**NEUMILLER & BEARDSLEE
3121 WEST MARCH LANE, SUITE 100
STOCKTON, CALIFORNIA**

AGENDA

1. **Call to Order/Roll Call.**
2. **Public comment:** Under Government Code section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda at the time it is taken up.
3. **Oath of Office.** Administer Oath of Office to Trustee Ryan Bacchetti.
4. **Minutes.** Consider for approval minutes of the October 7, 2025 Board meeting.
5. **District Financial Report.** Discussion and possible action to accept District Financial Report.
6. **Audit.**
 - a. Approve representation letters from Croce, Sanguinetti, & Vander Veen to perform the District's Audit for the year ended June 30, 2025, and submit the Special District Financial Transactions Report and authorize District Official to execute the representation letters.
7. **Engineers' Report.** Discussion and Possible Action on the following items:
 - I. **DELTA LEVEE SUBVENTIONS PROGRAM**
 - A. Review Levee Maintenance Bid Project for Fiscal Year 2025/2026. Review of the Bid Summary and recommendation for award.
 - The estimated Levee Maintenance Budget was \$125,000 lowest responsive responsible bidder came in at \$167,610.76.
 - Confirm authorization to award to AM Stephens Construction the lowest responsive responsible bidder.

EXHIBIT A: Award Recommendation for levee Maintenance Project FY 2025/26.

**II. STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES SOUTH
DELTA BARRIERS PROJECT**

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Andy Pinasco at 209/948-8200 during regular business hours, at least twenty-four hours prior to the time of the meeting.

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 3121 West March Lane, Suite 100, Stockton, California during normal business hours.

- A. Review entry permit for Geotechnical Explorations for proposes future Permanent Tidal Barriers on Grantline Canal and Old River. KSN has been working with DWR on language regarding access around drill sites. Upon much coordination, we have worked out language with DWR that will benefit both parties. This will include bypass around drill site Fabian Bell Canal. DWR rejected this concept stating that this is outside the Environmental permitting. KSN Inc does not recommend RD 773 executing this permit absent this condition being met, therefore KSN Inc will attempt to negotiate with DWR and suggest RD 773 perform the ramp around the drill site and pay the District to perform thus eliminating their permit issues.

8. **Correspondence and meeting attendance reports.**

9. **District Calendar.**

- a. Next Meeting Tuesday, February 3, 2026

10. **Bills.** Approval of bills to be paid.

11. **Adjournment.**

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Andy Pinasco at 209/948-8200 during regular business hours, at least twenty-four hours prior to the time of the meeting.

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 3121 West March Lane, Suite 100, Stockton, California during normal business hours.

**AGENDA PACKET
RECLAMATION DISTRICT 773
DECEMBER 2, 2025**

<u>ITEM</u>	<u>COMMENTARY</u>
1.	Self-explanatory.
2.	Self-explanatory.
3.	Self-explanatory.
4.	Please see attached.
5.	Please see attached.
6.	Please see attached.
7.	Please see attached.
8.	Self-explanatory.
9.	Please see attached.
10.	Please see attached.
11.	Self-explanatory.

ITEM 4

Minutes of Meeting of Reclamation District 773 Held on October 7, 2025

The regular meeting of the Board of Trustees of Reclamation District 773 was held at 9:00 a.m. on October 7, 2025 at the District Offices located at 3121 West March Lane, Suite 100.

Item No. 1: The meeting was called to order at 9:02 a.m. Present were President Mark Bacchetti, Trustee Garrett Arnaudo, Andy Pinasco, District Secretary, and Dave Carr, representing KSN as District Engineer. Trustee Ryan Bacchetti was absent.

Item No. 2: Public Comment. There was no public comment.

Item No. 3: Minutes. The minutes of the August 15, 2025, meeting were approved unanimously by the Trustees present on a motion by President Mark Bacchetti seconded by Trustee Garrett Arnaudo. This item was conducted after Trustee Arnaudo assumed office by taking the Oath of Office administered by Ms. Rhonda Olmo.

Item No. 4: Vacancy. Garrett Arnaudo was appointed to the vacancy created by Joe Enos's resignation.

Item No. 5: Oath of Office. Ms. Rhonda Olmo, paralegal, administered the Oath of Office to appointee Trustee Garrett Arnaudo.

Item No. 6: Trustee Election. Mr. Pinasco provided an oral report to the Trustees present that there would be no Trustee Election in 2025 as the number of nomination petitions received did not exceed the number of expiring positions.

Item No. 7: Mr. Pinasco provided a written financial report and reviewed it with the Trustees. The October 2025 financial report was approved unanimously by the Trustees present on a motion by Trustee Garrett Arnaudo seconded by President Mark Bacchetti.

Item No. 8: Mr. Pinasco provided a written and oral report regarding the District's Audit for the Fiscal Year ended June 30, 2024, and the corresponding Representation Letter from the District's Auditor for the same Fiscal Year. After discussion regarding the Audit and Representation Letter, the Trustees present unanimously approved the Draft Audit and Representation Letter, authorizing the District Secretary to execute the Letter, on a motion by President Mark Bacchetti, seconded by Trustee Garrett Arnaudo.

Item No. 9: Rodent Control Services. Mr. Pinasco introduced Mr. Chris Kane of Ag Wildlife Management, LLC, who provided a presentation on the rodent control services he is proposing in a 200-hour agreement. After discussion of insurance requirements and the variety of services Mr. Kane can provide the District, the Trustees present unanimously approved the 200-hour contract with Ag Wildlife Management, LLC. And

authorized a District Official to execute the Agreement on a motion by Trustee Arnaudo, seconded by President Mark Bacchetti.

Item No. 10: Engineer's Report.

- I. Mr. Carr presented a written and oral report on the following items:

DELTA LEVEE SUBVENTIONS PROGRAM

A. Review Levee Maintenance Bid Project for Fiscal Year 2025/2026.

- The bid opening is scheduled for Friday, October 24, 2025 at 10:00 a.m.
- Mandatory Pre-Bid Meeting on October 21 at 10:00 a.m.
- Notices will run in the Tracy Press on October 10 and October 17.

The budget for the FY 25/26 Bid Project is \$125,000, with an additional \$25,000 allocated to a separate rodent control contract (with AG Wildlife).

**LEVEE MAINT PROJECT FY
25/26 BUDGET \$120,000**

Vegetation Control and Management	\$ 5,000.00
Rodent Control	\$25,000.00
Construct All-Weather Road Surfacing	\$15,000.00
Waterside Erosion Repair	\$25,000.00
General Levee Maintenance	\$50,000.00

EXHIBIT A: DRAFT PROJECT PLAN SET (will be amended to fit budget)

After discussion of the Levee Maintenance Bid Project for Fiscal Year 25/26, the Trustees present unanimously directed the District Engineer to prepare the Project for competitive bidding and delegated authority to the Trustee President to approve and execute a contract with the lowest responsive bidder on advice of the District's Engineer, on a motion by Trustee Garrett Arnaudo, seconded by President Mark Bacchetti.

B. Outside of Levee Maintenance Bid Project there will be:

1. Standard vegetation control spraying by Custom Spray.
2. KSN is setting up contracts with AG Wildlife Management for beaver depredation and control. Status update – waiting on proper insurance documentation from AG Wildlife Management.

3. Station Paddle Marker Replacement. Missing markers have been inventoried. Will have student intern make up markers and KSN's surveyors will install sometime after October 15.

I. STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES SOUTH DELTA BARRIERS PROJECT

- A. Review entry permit for Geotechnical Explorations for proposes future Permanent Tidal Barriers on Grantline Canal and Old River. KSN has been working with DWR on language regarding access around drill sites. Upon much coordination, we have worked out language with DWR that will benefit both parties. This will include bypass around drill site Fabian Bell Canal Expect revised permits for signature by end of week October 10th. Seeking the authorization of the Board of Trustees for approval to sign permit should state comments be acceptable to Pinasco/Board.
- B. KSN will enter into contract with Kleinfelder to provide geotechnical oversight per the attached proposal.

EXHIBIT B: DRAFT DWR PERMIT AGREEMENT AND EMAIL COMMENTS

EXHIBIT C: KLEINFELDER PROPOSAL FOR ENGINEERING GEOLOGY SERVICES

II. 2023 HIGH WATER EVENT FEMA REIMBURSEMENT UPDATE

- A. \$205,998.41 – Went through Environmental Health and Protection (EHP). Claim has been obligated and recovery transitioning meeting completed on July 24, 2025. This meeting was for FEMA to handoff the claim to CalOES for further processing and payout.
- B. KSN completed and submitted the signed Cal OES forms and SAM registration. Next step is to transmit meeting minutes from the board meeting where the forms were approved as CHN to be authorized agent.

III. PARADISE CUT BYPASS EXTENSION PROJECT

- A. Review outcome of meeting held on Tuesday, September 30, 2025, to review alternatives and potentially a preferred alternative.
- B. No preferred alternative was selected due to the extraordinary cost. The SJAFCA team was looking for ways to help pay for it by having upstream, urban districts chip in and help pay for the project.
- C. A lot of discussion was held about the capacity of urban and rural district's ability to fund a billion-dollar project.

**EXHIBIT D: DOCUMENTS ASSOCIATED WITH THE SUMMARY
OF ALTERNATIVES AND REPORT FINDINGS**

IV. PHASE 6 BACKSLOPE FLATTENING PROJECT

- A. KSN has completed design plans for the project. Plan to bid and construct project late spring, 2026 once it has been determined there is no high-water event.
- B. Budget estimate target figure \$250,000.

EXHIBIT E: PROJECT PLAN SET

Item No. 11: There was no report on the correspondence in the agenda packet.

Item No. 12: Mr. Pinasco reviewed the District calendar with the Trustees pointing out that the next meeting was on December 2, 2025.

Item No. 13: Mr. Pinasco reported on the outstanding bills that had been received and the status of the District's accounts. On a motion by President Mark Bacchetti, seconded by Trustee Garrett Arnaudo, the Trustees present unanimously approved payment of the attached bills identified on the attached bills paid report.

Item No. 14: The meeting was adjourned at 11:55 a.m. by unanimous vote of the Trustees present on a motion by President Mark Bacchetti, seconded by Trustee Ryan Bacchetti.

Respectfully submitted,

Andy Pinasco, District Secretary

ITEM 5

RECLAMATION DISTRICT 773
FINANCIAL REPORT THROUGH NOVEMBER 2025
41.66% OF 2025/2026 FISCAL YEAR

[illegible]

ITEM 6



November 4, 2025

Board of Trustees
Reclamation District No. 773
Post Office Box 20
Stockton, California 95201

We are pleased to confirm our understanding of the services we are to provide **Reclamation District No. 773** for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of **Reclamation District No. 773** as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement **Reclamation District No. 773's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. After a thorough review of the reporting standards and the costs associated with implementation; we propose to exclude the required supplementary information, such as management's discussion and analysis. The reporting methodology proposed will minimize district accounting fees. As part of our engagement, we will apply certain limited procedures to **Reclamation District No. 773's** remaining RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Governmental Funds.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level

of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of cash and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of **Reclamation District No. 773's** compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is also responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the twelve months after the financial statements date or shortly thereafter (for example, within an additional three months of currently known). You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters, additional information that we may request for the purpose of the audit, and unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to publishing the financial statements on your website, you understand that websites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also prepare standard, adjusting, or correcting journal entries and assist in preparing the financial statements of **Reclamation District No. 773** in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare the Special Districts Financial Transactions Report and the Government Compensation in California Report of **Reclamation District No. 773**. We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Pauline Sanguinetti is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

We expect our fees for the audit services set forth in this letter for the fiscal year ended June 30, 2025 not to exceed \$6,200. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In the event that the District requires a single audit due to the expenditure of federal funds, we will perform such an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance. Services rendered in order to meet the aforementioned requirements will be billed to you separately.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against **Reclamation District No. 773** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Reclamation District No. 773** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent Croce, Sanguinetti, & Vander Veen, Inc.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Reporting

We will issue a written report upon completion of our audit of **Reclamation District No. 773's** financial statements. Our report will be addressed to those charged with governance of **Reclamation District No. 773**. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We appreciate the opportunity to be of service to **Reclamation District No. 773** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

Croce, Sanguinetti, & Vander Veen, Inc.

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Reclamation District No. 773**.

Trustee signature: _____

Title: _____

Date: _____



November 4, 2025

Board of Trustees
Reclamation District No. 773
Post Office Box 20
Stockton, California 95201

We are pleased to confirm our acceptance and understanding of the services we are to provide for **Reclamation District No. 773** for the year ended June 30, 2025.

You have requested that we prepare the Special Districts Financial Transactions Report of **Reclamation District No. 773** for the year ended June 30, 2025.

Our Responsibilities

The objective of our engagement is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California, which differ from accounting principles generally accepted in the United States of America. We will conduct our engagement in accordance with Statement on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the Special Districts Financial Transactions Report.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your Special Districts Financial Transactions Report in accordance with SSARS:

- a. The prevention and detection of fraud.
- b. To ensure that the entity complies with the laws and regulations applicable to its activities.

- c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the Special Districts Financial Transactions Report.
- d. To provide us with:
 - i. Documentation, and other related information that is relevant to the preparation and presentation of the Special Districts Financial Transactions Report,
 - ii. Additional information that may be requested for the purpose of the preparation of the Special Districts Financial Transactions Report; and
 - iii. Unrestricted access to persons within **Reclamation District No. 773** of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the Special Districts Financial Transactions Report was not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, conclusion, nor provide any assurance on them.

Other Relevant Information

Pauline Sanguinetti is responsible for supervising the engagement.

We expect our fees for the services set forth in this letter for the fiscal year ended June 30, 2025 not to exceed \$650. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against **Reclamation District No. 773** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Reclamation District No. 773** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent Croce, Sanguinetti, & Vander Veen, Inc.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to **Reclamation District No. 773** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

Croce, Sanguinetti, & Vander Veen, Inc.

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Reclamation District No. 773**.

Trustee signature: _____

Title: _____

Date: _____

ITEM 7

**RECLAMATION DISTRICT NO. 773
FABIAN TRACT
BOARD OF TRUSTEES MEETING
TUESDAY, DECEMBER 2, 2025
9:00 AM**

ENGINEER'S REPORT

I. DELTA LEVEE SUBVENTIONS PROGRAM

- A. Review Levee Maintenance Bid Project for Fiscal Year 2025/2026. Review of the Bid Summary and recommendation for award
- The estimated Levee Maintenance Budget was \$125,000 lowest responsive responsible bidder came in at \$167,610.76
 - Confirm authorization to award to AM Stephens Construction the lowest responsive responsible bidder.

EXHIBIT A: Award Recommendation for levee Maintenance Project FY 2025/26.

**II. STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
SOUTH DELTA BARRIERS PROJECT –**

- A. Review entry permit for Geotechnical Explorations for proposes future Permanent Tidal Barriers on Gantline Canal and Old River. KSN has been working with DWR on language regarding access around drill sites. Upon much coordination, we have worked out language with DWR that will benefit both parties. This will include bypass around drill site Fabian Bell Canal. DWR rejected this concept stating that this is outside the Environmental permitting. KSN Inc does not recommend to RD 773 executing this permit absent this condition being met, therefore KSN Inc will attempt to negotiate with DWR and suggest RD 773 perform the ramp around the drill site and the pay the District to perform thus eliminating their permit issues.

EXHIBIT A



Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

2089-0400
25-01

October 31, 2025

Mr. Mark Bacchetti, President
Reclamation District No. 773
P.O. Box 20
Stockton, CA 95201-3020

Re: RD 404 Levee Maintenance Project – FY 2025/2026 – Award Recommendation

Dear Mr. Bacchetti,

On October 29, 2024, three bids were received at the office of the Kjeldsen Sinnock & Neudeck, 711 North Pershing Avenue, Stockton, for the RD773 Fabian Tract Levee Maintenance Project – FY 2025/2026. Three bids were received and opened with the following results:

<u>Bidder</u>	<u>Bid Total</u>
A.M. Stephens Construction Co., Inc.	\$ 167,610.76
Dino & Son Ditching Service Inc.	\$ 172,349.34
Robert Burns Construction, Inc.	\$ 189,326.00

I have reviewed the Bid Form and additional documentation submitted by the low bidder A.M. Stephens Construction Co., Inc., and have found all documents to have been completed in accordance with the contract documents.

Based upon my review of the bid documents, it is my recommendation that Reclamation District 773 award the contract for the Project to A.M. Stephens Construction Co., Inc. of Lodi, California in the amount of \$167,610.76.

Please call me at 209-946-0268 if you have any questions regarding the above.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.


Joseph Prescott, P.E.

w/enclosures

Bid Summary
Pre-Bid Meeting Sign-In Sheet
A.M. Stephens Construction Co., Inc. Bid Package
Project Plans

Corporate Office: 711 N Pershing Avenue | Stockton, CA 95203 | 209-946-0268 | www.ksninc.com
West Sacramento: 1550 Harbor Boulevard, Suite 212 | West Sacramento, CA 95691 | 916-403-5900

BID SUMMARY - Itemized

Owner: Reclamation District No. 773
Fabian Tract

Job Name: Fabian Tract Levee Maintenance Project
Levee Station 0+00 to 953+25

Job No.: 2089-0400

Bid Opening Date: 10/29/2025
Time: 10:00 AM

Engineer's Estimate: \$130,000

			No. 1 A.M. Stephens Construction Lodi, CA	No. 2 Dino & Son Ditching Service Stockton, CA	No. 3 Robert Burns Construction Stockton, CA
Item	Description	Quantity/ Unit	Unit Price Total	Unit Price Total	Unit Price Total
1.	Mobilization	1 Job	\$2,500.00 \$2,500.00	\$6,700.00 \$6,700.00	\$3,741.84 \$3,741.84
2.	Rock Slope Protection - Class II Riprap (18" minus)	852 Tons	\$74.93 \$63,840.36	\$66.97 \$57,058.44	\$65.01 \$55,388.52
3.	Rock Slope Protection - Class V Riprap (36" minus)	150 Tons	\$78.30 \$11,745.00	\$75.85 \$11,377.50	\$91.37 \$13,705.50
4.	Supplemental Aggregate Base	260 Tons	\$40.94 \$10,644.40	\$111.34 \$28,948.40	\$72.24 \$18,782.40
5.	Vegetation Management - Selective Tree & Shrub Removal & Trimming	1 Job	\$57,245.00 \$57,245.00	\$32,160.00 \$32,160.00	\$47,639.74 \$47,639.74
6.	Miscellaneous Grading	1 Job	\$17,556.00 \$17,556.00	\$30,045.00 \$30,045.00	\$39,073.44 \$39,073.44
7.	Other General Maintenance	1 Job	\$4,080.00 \$4,080.00	\$6,060.00 \$6,060.00	\$10,994.56 \$10,994.56
TOTALS			\$167,610.76	\$172,349.34	\$189,326.00



PRE-BID MEETING SIGN-IN SHEET

FABIAN TRACT MAINTENANCE PROJECT FY25/26 2089-0400

Date: 10/21/2025
Time: 10:00 AM

Location: RD773

Name (Please Print)	Agency/Company	Contact Information	
Joseph Prescott	KSN Inc.	Email	jprescott@ksninc.com
		Phone	209-946-0268
Sara Burns	Robert Burns const	Email	request@robertburnsconstruction.com
		Phone	209 943 6969
Jr Sooro	A.M. Stephens	Email	Jr@amstephens.net
		Phone	209-992-0130
J.R. Dino Malinas	Dino and Sanditching	Email	dinoandsanditching@yahoo.com
		Phone	(209) 471-4070
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	

SECTION 00 41 00**BID FORM****PROJECT NAME:**

Reclamation District No. 773
 Levee Maintenance Project - FY 2025/2026
 At Various Locations Between
 Station 0+00 to Station 953+25

ARTICLE 1 - BID RECIPIENT**1.01 This Bid is submitted to:**

Reclamation District No. 773
 Fabian Tract

- 1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with District in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District.

ARTICLE 3 - BIDDER'S REPRESENTATIONS**3.01 In submitting this Bid, Bidder represents that:**

- A.** Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
- | | |
|--------------------------|-----------------------------|
| 1. Addendum No. <u>1</u> | Bidder's Initials <u>RC</u> |
| 2. Addendum No. _____ | Bidder's Initials _____ |
| 3. Addendum No. _____ | Bidder's Initials _____ |
| 4. Addendum No. _____ | Bidder's Initials _____ |
| 5. Addendum No. _____ | Bidder's Initials _____ |
- B.** Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C.** Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D.** Bidder has carefully studied all:
- reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; and
 - reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder, and any Subcontractors listed on the Bid Form or that otherwise engage in the performance of work under this Contract, are registered with the Department of Industrial Relations pursuant to State of California Labor Code §1725.5.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of District, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive District of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of District, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For all Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

1. Schedule 1:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Mobilization	1 Job	Lump Sum	\$ <u>2,500.00</u>
2.	Rock Slope Protection – Class II Riprap (18" minus)	852 TON	\$ <u>74.93</u>	\$ <u>63,840.30</u>
3.	Rock Slope Protection – Class V Riprap (36" minus)	150 TON	\$ <u>78.30</u>	\$ <u>11,745.00</u>
4.	Supplemental Aggregate Base	260 TON	\$ <u>40.94</u>	\$ <u>10,644.40</u>
5.	Vegetation Management - Selective Tree & Shrub Removal & Trimming	1 Job	Lump Sum	\$ <u>57,245.00</u>
6.	Miscellaneous Grading	1 Job	Lump Sum	\$ <u>17,556.00</u>
7.	Other General Maintenance	1 Job	Lump Sum	\$ <u>4,060.00</u>
Subtotal:				\$ <u>167,610.70</u>
TOTAL BASE BID PRICE:				\$ <u>167,610.70</u>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of working days indicated in Section 52 00 00 - Agreement Form.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.

B. The following supplement(s) to the Bid Form are considered an integral part of the Bid Form. Bidder has acknowledged each supplement with Bidder's name and initials at the bottom of each supplement.

1. Section 00 4336 - Proposed Subcontractors Form
2. Section 00 4337 - Public Contract Code Section 10162 Questionnaire Form
3. Section 00 4340 - Noncollusion Declaration Form

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

Bidder Name: A.M. Stephens Construction Co., Inc.Signature: Print Name: John EdwardsTitle: PresidentDate: October 29, 2025

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

California Contractor's DIR Registration Number:

1000004969

California Contractor's License Number and Expiration Date:

4047235/31/2027

Address for giving notices (postal and e-mail):

P.O. Box 1867Lodi, California 95241jr@amstephens.net

Telephone Number:

(209) 333-0136**COPYRIGHT NOTICE**

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END OF SECTION

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
A.M. STEPHENS CONSTRUCTION CO., INC.
May 1, 2025 at 10:00 a.m.**

A Special Meeting of the Board of Directors of **A.M. Stephens Construction Co., Inc.**, a California corporation, ("Corporation") was held at the principal office of the corporation located at 1030 N. Cluff Drive, Lodi, California, on May 1, 2025, at the hour of 10:00 a.m., notice of such meeting having been waived by all Directors.

The Directors present at such meeting were Andrew Stephens, Gregory Stephens, and John Edwards, constituting all of the authorized number of the Directors of the Corporation.

Director, Gregory Stephens, acted as Chairman and Secretary of the meeting. The Chairman announced that it would be in order to elect officers of the corporation, to serve for one year until the next regular annual meeting of the corporation. **Director Gregory Stephens, thanked John Edwards for his dedication to the company.** After discussion, and upon nomination duly made and seconded, the following persons were unanimously elected to the offices as indicated:

Chief Executive Officer:	Gregory Stephens
President:	John Edwards
Vice President:	Gabrielle Stephens
Vice President:	Zachary Stephens
Chief Financial Officer/Treasurer:	Gina Ostlund
Secretary	Gregory Stephens

ADJOURNMENT. There being no further business, on motion duly made, seconded, and unanimously carried, the meeting was adjourned.



GREGORY STEPHENS, Secretary



Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

2089-0400
25-01

October 31, 2025

Mr. Mark Bacchetti, President
Reclamation District No. 773
P.O. Box 20
Stockton, CA 95201-3020

Re: RD 404 Levee Maintenance Project – FY 2025/2026 – Award Recommendation

Dear Mr. Bacchetti,

On October 29, 2024, three bids were received at the office of the Kjeldsen Sinnock & Neudeck, 711 North Pershing Avenue, Stockton, for the RD773 Fabian Tract Levee Maintenance Project – FY 2025/2026. Three bids were received and opened with the following results:

<u>Bidder</u>	<u>Bid Total</u>
A.M. Stephens Construction Co., Inc.	\$ 167,610.76
Dino & Son Ditching Service Inc.	\$ 172,349.34
Robert Burns Construction, Inc.	\$ 189,326.00

I have reviewed the Bid Form and additional documentation submitted by the low bidder A.M. Stephens Construction Co., Inc., and have found all documents to have been completed in accordance with the contract documents.

Based upon my review of the bid documents, it is my recommendation that Reclamation District 773 award the contract for the Project to A.M. Stephens Construction Co., Inc. of Lodi, California in the amount of \$167,610.76.

Please call me at 209-946-0268 if you have any questions regarding the above.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.


Joseph Prescott, P.E.

w/enclosures

Bid Summary
Pre-Bid Meeting Sign-In Sheet
A.M. Stephens Construction Co., Inc. Bid Package
Project Plans

Corporate Office: 711 N Pershing Avenue | Stockton, CA 95203 | 209-946-0268 | www.ksninc.com
West Sacramento: 1550 Harbor Boulevard, Suite 212 | West Sacramento, CA 95691 | 916-403-5900

BID SUMMARY - Itemized

Owner: Reclamation District No. 773
Fabian Tract

Job Name: Fabian Tract Levee Maintenance Project
Levee Station 0+00 to 953+25

Job No.: 2089-0400

Bid Opening Date: 10/29/2025
Time: 10:00 AM

Engineer's Estimate: \$130,000

			No. 1 A.M. Stephens Construction Lodi, CA	No. 2 Dino & Son Ditching Service Stockton, CA	No. 3 Robert Burns Construction Stockton, CA
Item	Description	Quantity/ Unit	Unit Price Total	Unit Price Total	Unit Price Total
1.	Mobilization	1 Job	\$2,500.00 \$2,500.00	\$6,700.00 \$6,700.00	\$3,741.84 \$3,741.84
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6.	Miscellaneous Grading	1 Job	\$17,556.00 \$17,556.00	\$30,045.00 \$30,045.00	\$39,073.44 \$39,073.44
7.	Other General Maintenance	1 Job	\$4,080.00 \$4,080.00	\$6,060.00 \$6,060.00	\$10,994.56 \$10,994.56
TOTALS			\$167,610.76	\$172,349.34	\$189,326.00

PRE-BID MEETING SIGN-IN SHEET

FABIAN TRACT MAINTENANCE PROJECT FY25/26 2089-0400

Date: 10/21/2025
Time: 10:00 AM

Location: RD773

Name (Please Print)	Agency/Company	Contact Information	
		Email	Phone
Joseph Prescott	KSN Inc.	jprescott@ksninc.com	209-946-0268
Sara Burns	Robert Burns Const	Request to Robert Burns Construction.com	209 943 6969
Jr Soors	AM. Stephens	Jr@amstephens.net	209-992-0130
J.R. Dino Malins	Dino and Sanditching	dinoandsanditching@yahoo.com	(209) 471-4070
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	

SECTION 00 41 00**BID FORM****PROJECT NAME:**

Reclamation District No. 773
 Levee Maintenance Project - FY 2025/2026
 At Various Locations Between
 Station 0+00 to Station 953+25

ARTICLE 1 - BID RECIPIENT**1.01 This Bid is submitted to:**


Reclamation District No. 773
 Fabian Tract

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with District in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District.

ARTICLE 3 - BIDDER'S REPRESENTATIONS**3.01 In submitting this Bid, Bidder represents that:**

- A.** Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
- | | |
|--------------------------|--|
| 1. Addendum No. <u>1</u> | Bidder's Initials <u></u> |
| 2. Addendum No. _____ | Bidder's Initials _____ |
| 3. Addendum No. _____ | Bidder's Initials _____ |
| 4. Addendum No. _____ | Bidder's Initials _____ |
| 5. Addendum No. _____ | Bidder's Initials _____ |
- B.** Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C.** Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D.** Bidder has carefully studied all:
- reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; and
 - reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder, and any Subcontractors listed on the Bid Form or that otherwise engage in the performance of work under this Contract, are registered with the Department of Industrial Relations pursuant to State of California Labor Code §1725.5.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of District, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive District of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of District, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For all Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

1. Schedule 1:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Mobilization	1 Job	Lump Sum	\$ <u>2,500.00</u>
2.	Rock Slope Protection – Class II Riprap (18" minus)	852 TON	\$ <u>74.93</u>	\$ <u>63,840.36</u>
3.	Rock Slope Protection – Class V Riprap (36" minus)	150 TON	\$ <u>76.30</u>	\$ <u>11,745.00</u>
4.	Supplemental Aggregate Base	260 TON	\$ <u>40.94</u>	\$ <u>10,644.40</u>
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6.	Miscellaneous Grading	1 Job	Lump Sum	\$ <u>17,556.00</u>
7.	Other General Maintenance	1 Job	Lump Sum	\$ <u>4,060.00</u>

Subtotal: \$ 167,610.76

TOTAL BASE BID PRICE: \$ 167,610.76

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of working days indicated in Section 52 00 00 - Agreement Form.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.

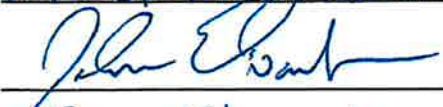
- B. The following supplement(s) to the Bid Form are considered an integral part of the Bid Form. Bidder has acknowledged each supplement with Bidder's name and initials at the bottom of each supplement.
1. Section 00 4336 - Proposed Subcontractors Form
 2. Section 00 4337 - Public Contract Code Section 10162 Questionnaire Form
 3. Section 00 4340 - Noncollusion Declaration Form

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

Bidder Name: A.M. Stephens Construction Co., Inc.
Signature: 
Print Name: John Edwards
Title: President
Date: October 29, 2025

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

California Contractor's DIR Registration Number:

1000004969

California Contractor's License Number and Expiration Date:

404723
5/31/2027

Address for giving notices (postal and e-mail):

P.O. Box 1867
Lodi, California 95241
jr@amstephens.net

Telephone Number:

(209) 333-0136**COPYRIGHT NOTICE**

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END OF SECTION

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
A.M. STEPHENS CONSTRUCTION CO., INC.
May 1, 2025 at 10:00 a.m.**

A Special Meeting of the Board of Directors of **A.M. Stephens Construction Co., Inc.**, a California corporation, ("Corporation") was held at the principal office of the corporation located at 1030 N. Cluff Drive, Lodi, California, on May 1, 2025, at the hour of 10:00 a.m., notice of such meeting having been waived by all Directors.

The Directors present at such meeting were Andrew Stephens, Gregory Stephens, and John Edwards, constituting all of the authorized number of the Directors of the Corporation.

Director, Gregory Stephens, acted as Chairman and Secretary of the meeting. The Chairman announced that it would be in order to elect officers of the corporation, to serve for one year until the next regular annual meeting of the corporation. **Director Gregory Stephens, thanked John Edwards for his dedication to the company.** After discussion, and upon nomination duly made and seconded, the following persons were unanimously elected to the offices as indicated:

Chief Executive Officer:	Gregory Stephens
President:	John Edwards
Vice President:	Gabrielle Stephens
Vice President:	Zachary Stephens
Chief Financial Officer/Treasurer:	Gina Ostlund
Secretary	Gregory Stephens

ADJOURNMENT. There being no further business, on motion duly made, seconded, and unanimously carried, the meeting was adjourned.



GREGORY STEPHENS, Secretary

SECTION 00 43 36
PROPOSED SUBCONTRACTORS FORM

PROJECT NAME:

Reclamation District No. 773
 Levee Maintenance Project - FY 2025/2026
 At Various Locations Between
 Station 0+00 to Station 953+25

ARTICLE 1 - LIST OF PROPOSED SUBCONTRACTORS:

- 1.01 Listed hereinafter is the name and place of business of each Subcontractor who will be employed, and the portion and amount of Work that each will perform if the contract is awarded to the undersigned. Bidder acknowledges that under the State of California Public Contract Code §4100 et seq. (specifically §4104), he or she must clearly set forth:
- A. *"The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to §1725.5 of the Labor Code of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the Prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Prime Contractor's total Bid or ten thousand dollars (\$10,000), whichever is greater."*
- B. *"The portion of the Work that will be done by each Subcontractor under this act. The Prime Contractor shall list only one Subcontractor for each portion as is defined by the Prime Contractor in his or her Bid."*
- 1.02 Furthermore, Bidder acknowledges that any violations of this chapter of the Public Contract Code shall subject him or her to the penalties set forth in §4110 and §4111.

<u>Subcontractor Name / Portion of Work</u>	<u>Place of Business</u>	<u>DIR Number / License Number / Amount of Work</u>
(none)		
		\$
		\$

<u>Subcontractor Name / Portion of Work</u>	<u>Place of Business</u>	<u>DIR Number / License Number / Amount of Work</u>
		\$
		\$
		\$
		\$
		\$
		\$

Bidder Name: A.M. Stephens Construction Co. Inc. Bidder Initials: JS

END OF SECTION

SECTION 00 43 37
PUBLIC CONTRACT CODE §10162 QUESTIONNAIRE FORM

PROJECT NAME:

Reclamation District No. 773
Levee Maintenance Project - FY 2025/2026
At Various Locations Between
Station 0+00 to Station 953+25

ARTICLE 1 - PUBLIC CONTRACT CODE §10162 QUESTIONNAIRE:

- 1.01 Has the Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has 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 below in the following space:

NIA

Bidder Name:

A.M. Stephens Construction Co., Inc.

Bidder Initials:

JS

END OF SECTION

SECTION 00 43 40
NONCOLLUSION DECLARATION FORM

PROJECT NAME:

Reclamation District No. 773
 Levee Maintenance Project - FY 2025/2026
 At Various Locations Between
 Station 0+00 to Station 953+25

ARTICLE 1 - NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

1.01 The undersigned declares:

- A. I am the President of A.M. Stephens Construction Co., Inc. the party making the foregoing bid.
- B. 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.
- C. 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, and does execute, this declaration on behalf of the bidder.
- D. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 29, 2025, at the City of Lodi, State of California.

Signature: _____

Print Name: _____

Bidder Name: A.M. Stephens Construction Co., Inc. Bidder Initials: JE

END OF SECTION

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.

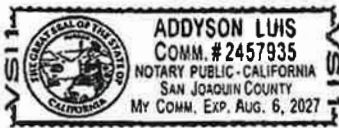
State of California

County of San JoaquinOn October 29, 2025 before me, Addyson Luis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared

John Edwards
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.



Place Notary Seal and/or Stamp Above

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

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: _____

Bond No. BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, A.M. STEPHENS CONSTRUCTION CO., INC.

_____ as Principal, and

WESTERN SURETY COMPANY

as Surety, are hereby held and firmly bound unto RECLAMATION DISTRICT NO. 773 - FABIAN TRACT

_____ as Owner in the penal sum of

TEN PERCENT AMOUNT 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 22nd day of OCTOBER 2025

The Condition of the above obligation is such that whereas the Principal has submitted to RECLAMATION DISTRICT

NO. 773 - FABIAN TRACT ----- a certain

Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the LEVEE MAINTENANCE

PROJECT-FY 2025/2026 AT VARIOUS LOCATIONS BETWEEN STATION 0.00+ TO STATION

953+25, SAN JOAQUIN COUNTY, CALIFORNIA. JOB NO. 2089-0400-26.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(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 a bond 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 be in no way impaired or affected by any extension of the time within which the 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.

A.M. STEPHENS CONSTRUCTION CO., INC.(L.S.)

By: _____

JOHN EDWARDS, PRESIDENT

WESTERN SURETY COMPANY

Surety

By: _____

JEFF TOKUNAGA, ATTORNEY-IN-FACT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeff Tokunaga, James Peterson Watt, Todd Bowman, Stephen Nelson, Individually

of Stockton, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2023.



WESTERN SURETY COMPANY

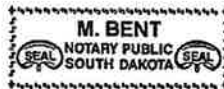
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of October, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.

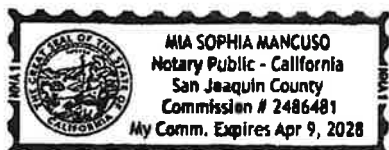
State of California)
County of San Joaquin)

On October 22, 2025 before me, Mia Sophia Mancuso, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jeffery Tokunaga
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 Mia Sophia Mancuso
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: Bid Bond
Document Date: October 22, 2025 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: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

County of San Joaquin

On October 29, 2025
Date

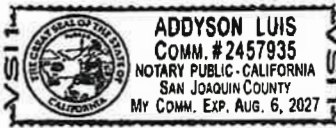
before me, Addyson Luis, Notary Public
Here Insert Name and Title of the Officer

personally appeared John Edwards
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.



Place Notary Seal and/or Stamp Above

Signature _____

Signature of Notary Public

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: _____

October 23, 2025

ADDENDUM NO. 1

OWNER: Reclamation District No. 773

PROJECT: **Fabian Tract Levee Maintenance Project – FY2025/2026**

BID OPENING: The Bid opening date has changed to: **October 29, 2025, at 10:00 a.m.**

NOTICE TO BIDDERS AND PLAN HOLDERS: Please note the following revisions, additions, deletions, changes and/or modifications for the above referenced project.

Bidders must acknowledge receipt of this Addendum by Number and Initials on the Bid Form, page 00 41 00 - 1. **Failure to acknowledge receipt of this Addendum No. 1 on the Bid Form may result in rejection of the Contractor's Bid.**

SPECIFICATIONS: 00 11 16 – Invitation to Bid: Updated estimate and bid opening date.
00 41 00 – Bid Form: Updated bid items.
00 52 00 – Agreement Form: Updated to match bid form.

PLANS:

1. Sheets C-201 – C-205: Updated work sites.
2. Sheet CG101: Added additional notes.
3. Sheet C-601: Updated work site schedules.

BID FORM: **Contractor to acknowledge Addendum No. 1 and initial form on page 00 41 00 - 1.**

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.



Joseph D. Prescott, P.E.

Enclosures: Addendum 1 Bid Documents for RD773 – Fabian Tract Maintenance Project FY 2025/2026

Drawing List

Reclamation District No. 773
Levee Maintenance Project - FY 2024/2025
Prepared by Kjeldsen, Sinnock & Neudeck, Inc.
Dated October 10, 2025

FABIAN TRACT

SAN JOAQUIN COUNTY, CALIFORNIA

LEVEE MAINTENANCE PROJECT - FY 2025/2026

AT VARIOUS LOCATIONS
FROM STATION 0+00 TO STATION 953+25



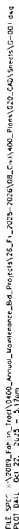
VICINITY MAP

DWG NO.	SHEET NO.	DESCRIPTION
G-001	1	TITLE SHEET
G-002	2	NOTES
C-101	3	BASE MAP
C-201 - C-205	4 - 8	PLAN VIEW
CG101	9	RAMP GRADING
C-501 - C-502	10 - 11	DETAILS
C-601	12	WORK SITE SCHEDULE

SHEET INDEX



PROJECT SITE MAP



SUBMITAL	
%	Date

[illegible]

DESIGN BY	NMH	DRAWING SCALE
DRAWN BY	NMH	N.T.S.
CHECK BY	JDP	
HORIZONTAL DATUM	CCS63 ZONE 3	ORIGINAL DRAWING IS
VERTICAL DATUM		0 1/4 1



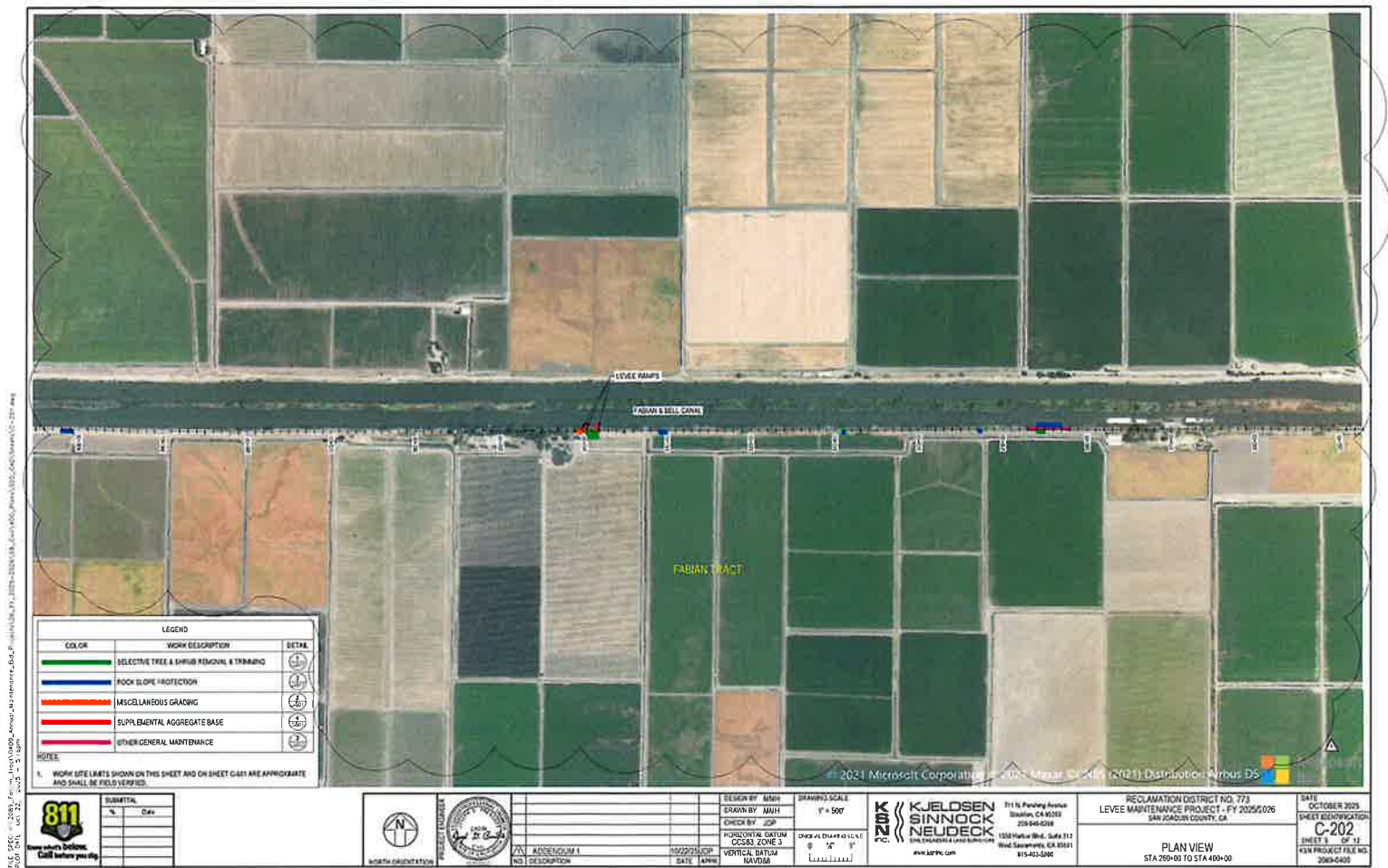
**WELDSER
NNOCK
EUEDECK**
welding & construction
kprinc.com
711 1/2 Pershing Avenue
Stockton, CA 95203
209-946-0238
1550 Harbor Blvd., Suite 212
West Sacramento, CA 95633
916-403-5900

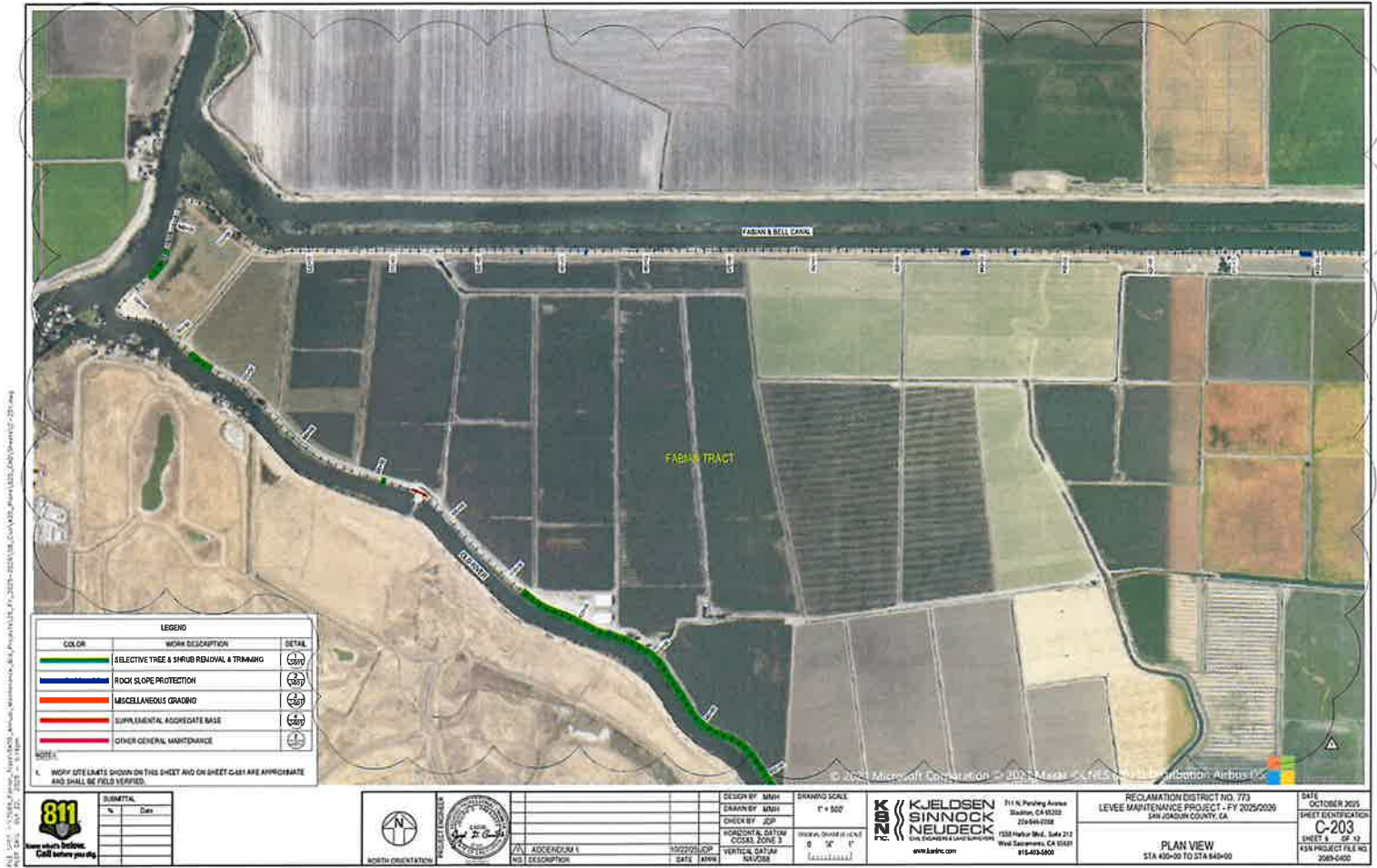
RECLAMATION DISTRICT NO. 773
LEVEE MAINTENANCE PROJECT - FY 2025/2026
SAN JOAQUIN COUNTY, CA

TITLE SHEET

DATE	OCTOBER 2020
SHEET IDENTIFICATION	G-001
SHEET 1 OF 12	
KSA PROJECT FILE NO.	

58









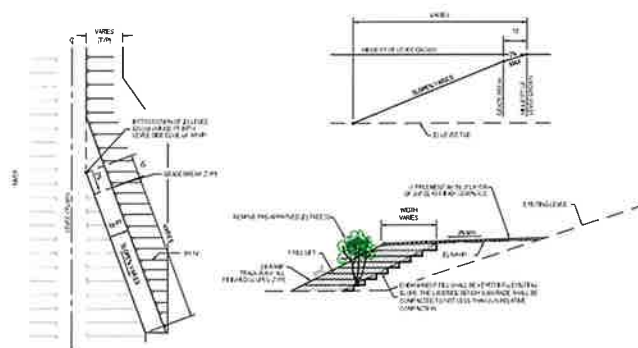
SUBMITTAL	
%	Date



				DESIGN BY	MUH	DRAWING SCALE	
				DRAWN BY	MUH	AS SHOWN	
				CHECK BY	JDP		
				HORIZONTAL DATUM	CEAL ZONE B	ORIGIN, DRAWING SCALE	
				VERTICAL DATUM	NAVD83	0' 1" 1"	
REV	DESCRIPTION		DATE	BY			

KJELDOSEN SINNOCK NEUDECK
CORP. ENGINEER & LAND SURVEYORS
711 N. Pershing Avenue
Stockton, CA 95203
209-946-0208
1550 Harbor Blvd., Suite 21
West Sacramento, CA 95609
916-423-5800
www.kjnelson.com

RECLAMATION DISTRICT NO. 773 LEVEE MAINTENANCE PROJECT - FY 2025/2026 SAN JOAQUIN COUNTY, CA		DATE OCTOBER 2025
DETAILS		SHEET IDENTIFICATION C-502 SHEET 11 OF 12 HSN PROJECT FILE NO. 2003/G401



① LEVEE RAMP
N.E.

2 OTHER GENERAL MAINTENANCE

(2) $\frac{1}{\sqrt{1-x^2}}$

- NOTES:**
1. REMOVE EXISTING DRAINAGE, DEBRIS, AND OTHER MISCELLANEOUS FACILITIES AS NOTED.
 2. REPAIR EXISTING FENCE AND/OR GATES AS NOTED.
 3. REFER TO SHEET C-411 FOR WORK SCHEDULE.

- NOTES**
1. REMOVE THE EXISTING METAL GATE, APPURTENANCES, AND OTHER MISCELLANEOUS FACILITIES AS NOTED. CONTRACTOR TO REINSTALL THE GATE AND APPURTENANCES AT PRE-APPROVED LOCATION UPON COMPLETION OF GRADING WORK.
 2. REMOVE ONLY PRE-APPROVED EXISTING TREES TO COMPLETE THE REQUIRED GRADING WORK.



SUBTOTAL	
%	Date

[illegible]

DESIGN BY	MWH
DRAWN BY	MWH
CHECK BY	JDP
HORIZONTAL DATUM	CGS83, ZONE 3
VERTICAL DATUM	NAVD83

DRAWING SCALE
1" = 1'-0"



**KJELDSEN
SINNOCK
NEUDECK**
Engineering • Construction • Management
www.kjnsn.com

2111 N. Panhandle Avenue
Oakland, CA 94612
213-840-2188

2111 Harbor Blvd., Suite 712
West Sacramento, CA 95601
916-433-5000

RECLAMATION DISTRICT NO. 77
LEVEE MAINTENANCE PROJECT - FY 2005
SAN JOAQUIN COUNTY, CA

WORK SITE SCHEDULE

DATE OCTOBER 2025	SHEET IDENTIFICATION C-601 SHEET 12 OF 12 KLM PROJECT FILE NO. 7000-0000
02/25/2025	

ITEM 9

RD 773: MASTER CALENDAR

JANUARY

FEBRUARY

- Send out Form 700s, remind Trustees of April 1 filing date
- Board Meeting
- Insurance renewal. Policy renews April.

MARCH

- Hire Employees for Seasonal Levee Work.

APRIL

- April 1: Form 700s due
- Board Meeting
- Draft Budget
- Adopt Annual CEQA Exemption for levee maintenance.
- Subventions Resolution

MAY

JUNE

- Approve Audit Contract for expiring fiscal year
- Adopted Annual Budget
- Board Meeting
- Adopt Resolution for setting Assessments and submit to County Assessor's Office

JULY

AUGUST

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: Indefinite).
- Send handbills for collection of assessments for public entity-owned properties
- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code §50731.5*)
- Board Meeting

SEPTEMBER

- In election years, last legal deadline to post notice that petitions for nomination of Trustees may be received (7 days prior to close of closure.) (*Cal. Wat. Code §50731.5*).
- In election years, closing of acceptance of petitions for nomination of Trustees (54 days from date of election.) (*Cal. Wat. Code §50731.5*).

OCTOBER

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election).
- Board Meeting

NOVEMBER

- Election: to be held first Tuesday after first Monday of each odd-numbered year.

DECEMBER

- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each odd-numbered year.
- Board Meeting

Term of Current Board Members:

Name	Term Commenced	Term Ends
Ryan Bacchetti	First Friday 12/2025	First Friday of 12/2029
Garrett Arnaudo	10/6/25	First Friday of 12/2027
Mark R. Bacchetti	First Friday 12/2023	First Friday of 12/2027

No Expiration on Assessment

ITEM 10

RECLAMATION DISTRICT 773							
Bills for Approval of Payment							
October 2025							
NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	RATIFICATION
Kjeldsen, Sinnock & Neudeck	10/24/2025	41750	\$2,235.38				
		41751	\$262.00				
		41752	\$174.75				
		41753	\$15,738.76				
		41754	\$492.00				
		41755	\$2,108.75				
		41756	\$122.50				
		41757	\$187.50				
		41758	\$922.50				
		41759	\$997.50				
				\$23,241.64			
Neumiller & Beardslee	10/21/2025	355765	\$4,994.07				
				\$4,994.07			
Croce Sanguinetti & Vander Veen	10/24/2025	23638	\$6,650.00				
				\$6,650.00			
WARRANT TOTAL				\$34,885.71			
Fund Balance as of 10/27/2025		\$ 447,624.00					
Less Submitted Warrants for Payment		\$ 34,885.71					
Total:		\$ 412,738.29					
Bank of Stockton Balance as of 9/30/2025		\$ 1,238.30					