

**RECLAMATION DISTRICT NO. 773  
SPECIAL MEETING AGENDA FOR  
BOARD OF TRUSTEES  
8:00 A.M. JANUARY 12, 2023**

**Location: 3121 West March Lane, Suite 100  
Stockton, CA 95219**

**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. Consider for approval minutes of the October 4, 2022, Board meeting.
4. District Financial Report.
5. Resolution 2023-01. Declaring that an emergency situation exists due to flood risk and damage resulting from severe storms.
6. Engineers' Report – Discussion and Possible Action on the following items:
  - I. AB 360 Delta Levee Subventions Project
    - A. Phase 5 Toer Berm Project
    - B. Levee Maintenance Project for Fiscal Year 2022-23
    - C. 2022/23 High Water Event Project Award
    - D. Paradis Cut Expansion & South Delta Restoration Project Public Workshop
7. Correspondence and meeting attendance reports.
8. District Calendar.
9. Approval of bills to be paid.
10. 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  
JANUARY 12, 2023**

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

# ITEM 3

**Minutes of Meeting of  
Reclamation District 773  
Held on October 4, 2022**

---

The regular meeting of the Board of Trustees of Reclamation District 773 was held at 9:00 a.m. on October 4, 2022, at the District's office located at 3121 West March Lane, Suite 100.

**Item No. 1:** The meeting was called to order at 9:11 a.m. Present were Trustee Mark Bacchetti, and Trustee Ryan Bacchetti. Trustee Joe Enos was absent. Also present were Chris Neudeck, District Engineer, and Andy Pinasco, District Secretary.

**Item No. 2:** Public Comment. No comment.

**Item No. 3:** Minutes. The minutes of the August 2, 2022, meeting were approved unanimously by the Trustees present on a motion by President Mark Bacchetti, seconded by Trustee Ryan Bacchetti.

**Item No. 4:** Mr. Pinasco provided a written financial report and reviewed it with the Trustees. The financial report was accepted by unanimous vote of the Trustees present on a motion by President Mark Bacchetti, seconded by Trustee Ryan Bacchetti.

**Item No. 5:** Mr. Neudeck provided a written and oral report of the status of various maintenance projects being considered for the current fiscal year. Mr. Neudeck reviewed the District's 2021-2022 Fiscal Year Subventions Claim with the Board.

**Item No. 6:** Mr. Neudeck provided a written and oral report regarding the proposed Phase 5 Toe Berm Project for Fiscal Year 2022-2023. Mr. Neudeck reported that the Project would be bid in the month of October and start in late fall of 2022, with an estimated budget of \$250,000. The Trustees present unanimously approved and authorized Trustee President to approve award of the Phase 5 Toe Berm Project for Fiscal Year 2022-2023 upon advice of District Engineer on a motion by President Mark Bacchetti, seconded by Trustee Ryan Bacchetti.

**Item No. 7:** Mr. Neudeck provided a written and oral report regarding the proposed Levee Maintenance Project for Fiscal Year 2022-2023. The scope of services for the Project consists of vegetation control services, erosion repairs, levee road maintenance, and miscellaneous levee grading and cleanup. Mr. Neudeck reported that the Project would be bid in the month of October and start in late fall of 2022, with an estimated budget of \$168,500. The Trustees present unanimously approved and authorized Trustee President to approve award of the Levee Maintenance Project for Fiscal Year 2022-2023 upon advice of District Engineer on a motion by President Mark Bacchetti, seconded by Trustee Ryan Bacchetti.

**Item No. 8:** Mr. Pinasco provided an oral report on the Delta Levee Investment Strategies which, if adopted, would change Section 5001 and 5012 of Title 23 of the California Code of Regulations to categorize portions of the Delta into Very High, High, and Other priorities for funding purposes. The Trustees unanimously authorized Mr. Pinasco to participate in the comment effort being coordinated with regional reclamation districts within the Delta on a motion by President Mark Bacchetti, seconded by Trustee Ryan Bacchetti.

**Item No. 9:** Mr. Pinasco reviewed correspondence from the San Joaquin County Office of Emergency Services regarding the upcoming October 25, Pre-Season Flood Coordination Meeting to be held at the Ag Center.

**Item No. 10:** Mr. Pinasco reviewed the District calendar with the Trustees pointing out that the next meeting was on December 6, 2022.

**Item No. 10:** 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 Ryan Bacchetti, the Trustees present unanimously approved payment of the attached bills identified on the attached bills paid report.

**Item No. 11:** The meeting was adjourned at 10:04 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 4

RECLAMATION DISTRICT 773  
 FINANCIAL REPORT DECEMBER 2022 MEETING  
 42% OF 2022/2023 FISCAL YEAR THROUGH DECEMBER 2022

<b>INCOME</b>	<b>Annual Budget Amount</b>	<b>Received Period TD</b>	<b>Received YTD</b>	<b>% YTD</b>
INTEREST	\$ 2,000.00	\$ 1,464.00	\$ 2,227.00	111.35%
ASSESSMENTS (MAX. ALLOWANCE)	\$ 235,793.00	\$ 5,486.00	\$ 5,486.00	2.33%
SUBVENTION REIMBURSEMENT	\$ 100,000.00	\$ -	\$ -	0.00%
<b>Total Income</b>	<b>\$ 337,793.00</b>	<b>\$ 6,950.00</b>	<b>\$ 7,713.00</b>	<b>2.28%</b>
<b>EXPENSES</b>	<b>Annual Budget Amount</b>	<b>Expended Period TD</b>	<b>Expended YTD</b>	<b>% YTD</b>
<b>GENERAL</b>				
G1 County Assessment Administration	\$ 2,000.00	\$ 325.00	\$ 1,802.22	90.11%
G2 Miscellaneous Supplies	\$ 300.00	\$ -	\$ -	0.00%
G3 General Engineering	\$ 25,000.00	\$ 3,896.43	\$ 8,186.62	32.75%
G4 Legal and Accounting	\$ 25,000.00	\$ 2,435.17	\$ 6,981.73	27.93%
G5 Insurance	\$ 15,000.00	\$ -	\$ 10,725.25	71.50%
G6 Contingency	\$ 4,000.00	\$ -	\$ 2,868.00	71.70%
Account Funding Placeholder	\$ -	\$ -	\$ -	-
<b>Total General Expenses</b>	<b>\$ 71,300.00</b>	<b>\$ 6,656.60</b>	<b>\$ 30,563.82</b>	<b>42.87%</b>
<b>LEEVE WORK</b>				
L1 Vegetation Control and Management	\$ 45,000.00	\$ 607.50	\$ 8,313.75	18.48%
L2 Rodent Control	\$ 30,000.00	\$ 90.00	\$ 90.00	0.30%
L3 Construct All-Weather Road Surfacing	\$ 15,000.00	\$ -	\$ -	0.00%
L4 Waterside Erosion Repair	\$ 25,000.00	\$ 191.25	\$ 1,007.50	4.03%
L5 Back Slope Fill Flattening	\$ 250,000.00	\$ 155,386.37	\$ 165,855.12	66.34%
L6 General Levee Maintenance	\$ 50,000.00	\$ 4,967.93	\$ 7,284.02	14.57%
L7 DWR 5 Year Plan	\$ -	\$ -	\$ -	0.00%
<b>Total Levee Work</b>	<b>\$ 415,000.00</b>	<b>\$ 161,243.05</b>	<b>\$ 182,550.39</b>	<b>43.99%</b>
<b>Total Expenses</b>	<b>\$ 486,300.00</b>	<b>\$ 167,899.65</b>	<b>\$ 213,114.21</b>	<b>43.82%</b>
	<b>ANNUAL BUDGET AMOUNT</b>	<b>PTD INCOME/LOSS</b>	<b>YTD INCOME/LOSS</b>	
<b>NET INCOME (LOSS)</b>	<b>\$ (148,507.00)</b>	<b>(\$160,949.65)</b>	<b>\$ (205,401.21)</b>	

Fund Balance as of Beginning of Fiscal Year 2022-2023	\$ 559,452.67
Revenues (YTD)	\$ 7,713.00
Expenses (YTD)	\$ 213,114.21
<b>Total Cash in General Fund</b>	<b>\$ 354,051.46</b>
<b>Total Restricted Cash in 5 Year Plan Account</b>	<b>\$ 2,636.01</b>
<b>Bank of Stockton</b>	<b>\$ 31,238.30</b>
<b>Total Available Cash</b>	<b>\$ 385,289.76</b>

# ITEM 5

**RECLAMATION DISTRICT NO. 773**

**RESOLUTION 2023-01**

**RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 773 DECLARING THAT AN EMERGENCY SITUATION EXISTS DUE TO FLOOD RISK AND DAMAGE RESULTING FROM SEVERE STORMS**

WHEREAS, the Trustees of Reclamation District No 773 (“District”), of the County of San Joaquin, State of California, a regular meeting of the Board of Trustees was held at the district offices at 3121 West March Lane, Suite 100, Stockton, California on January 9, 2023, at 2:00 p.m.; and

WHEREAS, commencing on December 27, 2022, it became probable that an atmospheric river would produce high levels of rainfall in the Sacramento San Joaquin Delta region coinciding with high tides and winds; and

WHEREAS, it is forecasted that additional and continuing storms related this series of atmospheric river systems threaten the Sacramento San Joaquin Delta region, bringing heavy rainfall, expected flooding, strong winds and wind gusts, falling debris, downed trees, and widespread power outages; and

WHEREAS, on January 4, 2023, in response to the damage caused by the recent storms, and impending forecasted storms Governor Newsom proclaimed a State of Emergency throughout California in accordance with Government Code section 8625, suspending provisions of the Government Code and Public Contract Code, including but not limited to competitive bidding requirements, to address the effects of these storms; and

WHEREAS, in response to the effects of these storms, the District’s Board of Trustees (the “Board”) hereby find that such conditions constitute an emergency that will not permit a delay from an advertised competitive solicitation for bids and that immediate restoration of service and repair of drainage and levee systems are necessary to respond to this emergency to protect health and safety.

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED, by the Board of Trustees of Reclamation District 773 that:

1. An emergency situation exists within the District and along the District’s levees due to emergency conditions resulting from the severe storms and impending forecasted storms, which will require the District to proceed immediately with any work resulting from the storms to prevent the possible flooding of the district, and failure to its levees at the earliest possible time.
2. That any Trustee, the District Secretary, and/or District Engineer be hereby authorized and directed to acquire such materials and equipment and to enter into contracts necessary and appropriate to meet the emergency needs of the District

caused by the severe storms and impending forecasted storms in accordance with the Decision Making Authority described in Resolution 2017-02.

3. This emergency shall be deemed to have commenced on January 12, 2023, and shall continue until further action of this Board.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 773 at a meeting thereof held on this 12<sup>th</sup> day of January, 2023, by the following vote, TO WIT:

AYES:

NOES:

ABSTENTION:

ABSENT:

RECLAMATION DISTRICT NO. 773  
A Political Subdivision of the  
State of California

By: \_\_\_\_\_  
MARK BACCHETTI, PRESIDENT

ATTEST:

\_\_\_\_\_  
ANDY PINASCO, SECRETARY

CERTIFICATION

I, ANDY PINASCO, Secretary of Reclamation District No. 773, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District No. 773 duly passed and adopted at a meeting of the Board of Trustees thereof held on the 12<sup>th</sup> day of January, 2023.

Dated: \_\_\_\_\_, 2023.

\_\_\_\_\_  
ANDY PINASCO, SECRETARY  
Reclamation District No. 773

# ITEM 6

**RECLAMATION DISTRICT NO. 773  
FABIAN TRACT  
BOARD OF TRUSTEES MEETING  
TUESDAY, JANUARY 12, 2023  
9:00 AM  
ENGINEER'S REPORT**

**I. AB 360 DELTA LEVEE SUBVENTIONS PROJECT**

- A. Review the Final Phase 5 Toe Berm Plans for FY 2022-23. The project was awarded to ASTA Construction Co for \$161,113. The estimate for this project was \$250,000 budget (460+00 to 475+00 – 1,500 l.f.)

***EXHIBIT A: Bid Summary for Phase V - Toe Berm Construction along Fabian Bell Canal.***

***EXHIBIT B: Summary of work completed.***

***EXHIBIT C: Photo summary from KSN Daily Field Reports.***

- B. Review the levee maintenance project for RD 773 for Fiscal Year 2022-23 that just got started Tuesday, November 29, 2022. The scope of services for the project consists of vegetation control services, erosion repairs, levee road maintenance, and miscellaneous levee grading and cleanup. The project was awarded to AM Stephens Construction Co for \$176,291. The estimate for the project was \$168,500

***EXHIBIT D: Bid Summary for Fiscal Year 2022-23 Maintenance Contract.***

***EXHIBIT E: Photo summary from KSN Daily Field Reports.***

- C. Review the levee repairs associated with the 2022/23 High Water event. The project was awarded to AM Stephens Construction Co for \$76,291 under emergency provisions since the work was needed to prevent an imminent threat and severely reduced structural integrity of the levee system associated with waterside slope slippage.

***EXHIBIT F: Scope of work documentation from KSN Inc.***

***EXHIBIT G: Photo summary from KSN Daily Field Reports.***

- D. Review Paradise Cut Expansion & South Delta Restoration Project Public Workshop Notice scheduled for January 24, 2023, at Roberts Union Farm Center 9:00-11:00 AM.

***EXHIBIT H: Meeting Notice***

# **EXHIBIT A**

RECLAMATION DISTRICT NO. 773 - FABIAN TRACT  
 PHASE 5 TOE BERM PROJECT  
 STOCKTON, CALIFORNIA

Bid Date: 10/18/2022  
 Bid Time: 2:00 pm  
 Engineer's Estimate: \$250,000.00

BID RESULTS

Item	Description	Qty	Unit	Asta Construction		AM Stephens		Cal-Neva Construction		Ford Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Base Bid</b>											
1.	Mobilization	1	LS	\$4,604.00	\$4,604.00	\$3,618.00	\$3,618.00	\$11,000.00	\$11,000.00	\$9,930.00	\$9,930.00
2.	Cleaning & Grubbing Levee Site	1	LS	\$6,895.00	\$6,895.00	\$12,027.50	\$12,027.50	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00
3.	Toe Berm Embankment Fill Import Fill	7,620	TN	\$19.40	\$147,828.00	\$22.28	\$169,773.60	\$25.00	\$190,500.00	\$26.00	\$198,120.00
4.	Move Accumulated Ditch Spoils Outside Fill Footprint	1	LS	\$1,786.00	\$1,786.00	\$1,760.00	\$1,760.00	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00
				<b>Subtotals:</b>		<b>\$187,179.10</b>		<b>\$220,000.00</b>		<b>\$227,050.00</b>	

**Project Totals: \$161,113.00**

**\$187,179.10**

**\$220,000.00**

**\$227,050.00**

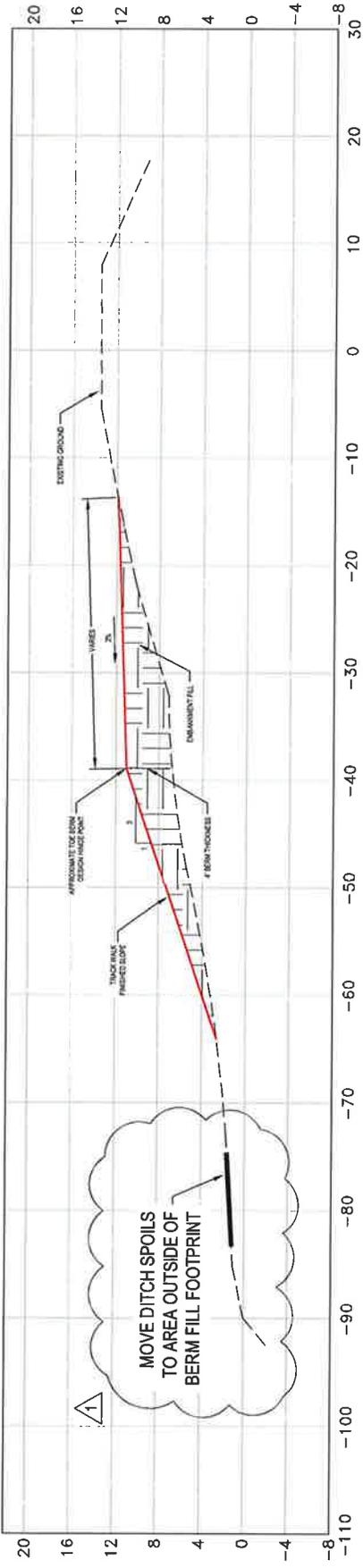
# **EXHIBIT B**

## **SUMMARY OF PHASE V TOE BERM PROJECT**

ASTA Construction started the project on November 2, 2022 and completed it on November 10, 2022. Construction consisted of relocating farmer placed ditch-cleaning spoils and the construction of a 4-ft high toe berm between Station 460+00 and Station 475+00. Approved engineered levee fill material from the Mountain House area was delivered to the project by Alegre Trucking for placement. Equipment used during construction consisted of a water truck, CAT D-4 dozer with a sheepsfoot, and CAT 140M motor grader.



		SUBMITTAL % DATE	
		NORTH ORIENTATION	
		PROJECT MANAGER	
NO.		DESCRIPTION	
DESIGN BY	NGC	DATE	APPR.
DRAWN BY	NGC		
CHECKED BY	JAM		
HORIZONTAL DATUM CGS83_ZONE3		VERTICAL DATUM NAVD83	
DRAWING SCALE N.T.S.			
ORIGINAL DRAWING SCALE 0 1/2" = 1'			
RECLAMATION DISTRICT NO. 773 FABIAN TRACT SAN JOAQUIN COUNTY			
PHASE V - LEVEE TOE BERM PROJECT BASE MAP			
DATE JUNE 2022		SHEET IDENTIFICATION <b>C-101</b> SHEET 3 OF 14 KEY PROJECT FILE NO 2282-0386	
KJELDSEN SINNOCK NEUDECK CONSULTING ENGINEERS 711 N. Pacific Avenue Stockton, CA 95208 209.946.0208 1559 Nelson Blvd., Suite 212 West Sacramento, CA 95791 www.kjnec.com 916.403.6900			

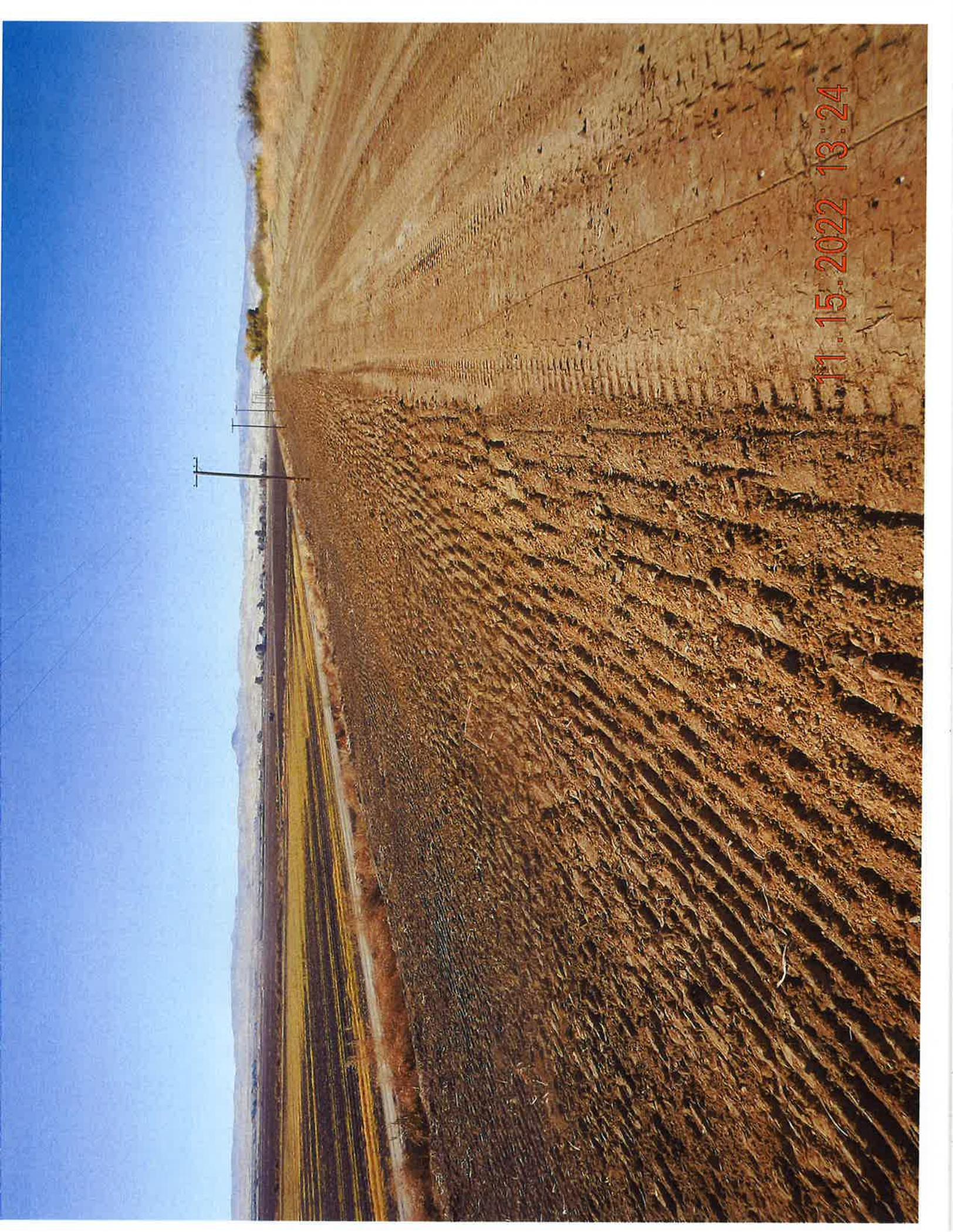


1 TYPICAL TOE BERM DETAIL  
SCALE: N.T.S.

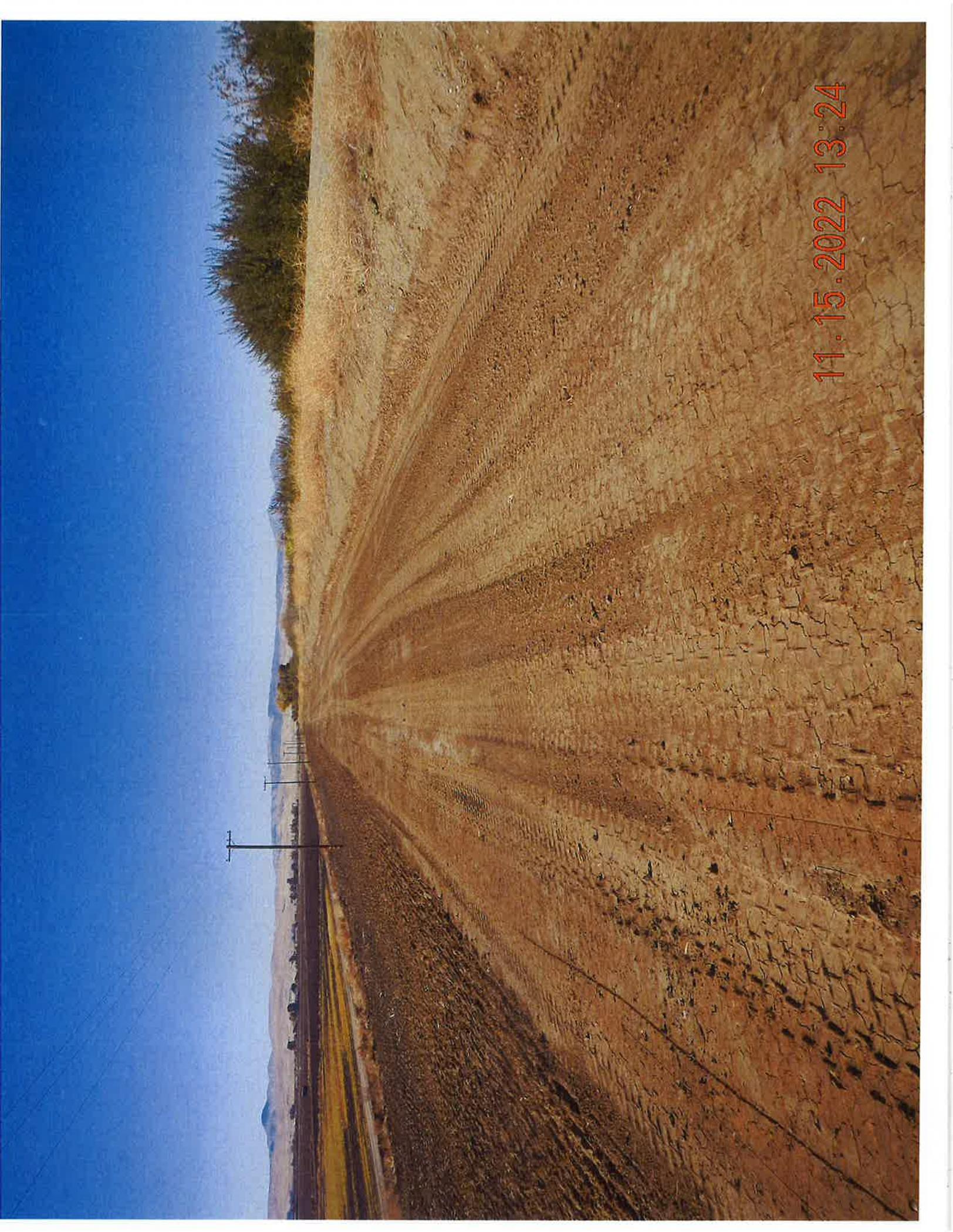
	PRE-CONSTRUCTION (2019 & 2022 ISON SURVEY) DESIGN TEMPLATE DESIGN FILL		DATE: 9/27/2022 NO. 1 DESCRIPTION:	DATE: 9/27/2022 DATE: 9/27/2022	DESIGN BY: NISC DRAWN BY: NISC CHECKED BY: JAM	DRAWING SCALE: N.T.S. GENERAL DRAWING SCALE: 0" = 1"		711 N. PENDING AVENUE SPOKANE, CA 96202 209-849-0208 1555 1000 BLDG. SUITE 212 WEST SPOKANE, WA 99019 WWW.KSINC.COM 918-403-8900	RECLAMATION DISTRICT NO. 773 FABIAN TRACT SAN JOAQUIN COUNTY	DATE: SEPTEMBER 2022 SHEET IDENTIFICATION: C-501 SHEET 07 OF 07 ISON PROJECT FILE NO: 2088-0390
	SUBMITTAL: DIM		DITCH SPOILS RELOCATION	PROJECT ENGINEER: JAM	DESIGN BY: NISC DRAWN BY: NISC CHECKED BY: JAM	DRAWING SCALE: N.T.S. GENERAL DRAWING SCALE: 0" = 1"	RECLAMATION DISTRICT NO. 773 FABIAN TRACT SAN JOAQUIN COUNTY	PHASE 5 - LEVEE TOE BERM PROJECT SECTION DETAIL	DATE: SEPTEMBER 2022 SHEET IDENTIFICATION: C-501 SHEET 07 OF 07 ISON PROJECT FILE NO: 2088-0390	

# EXHIBIT C

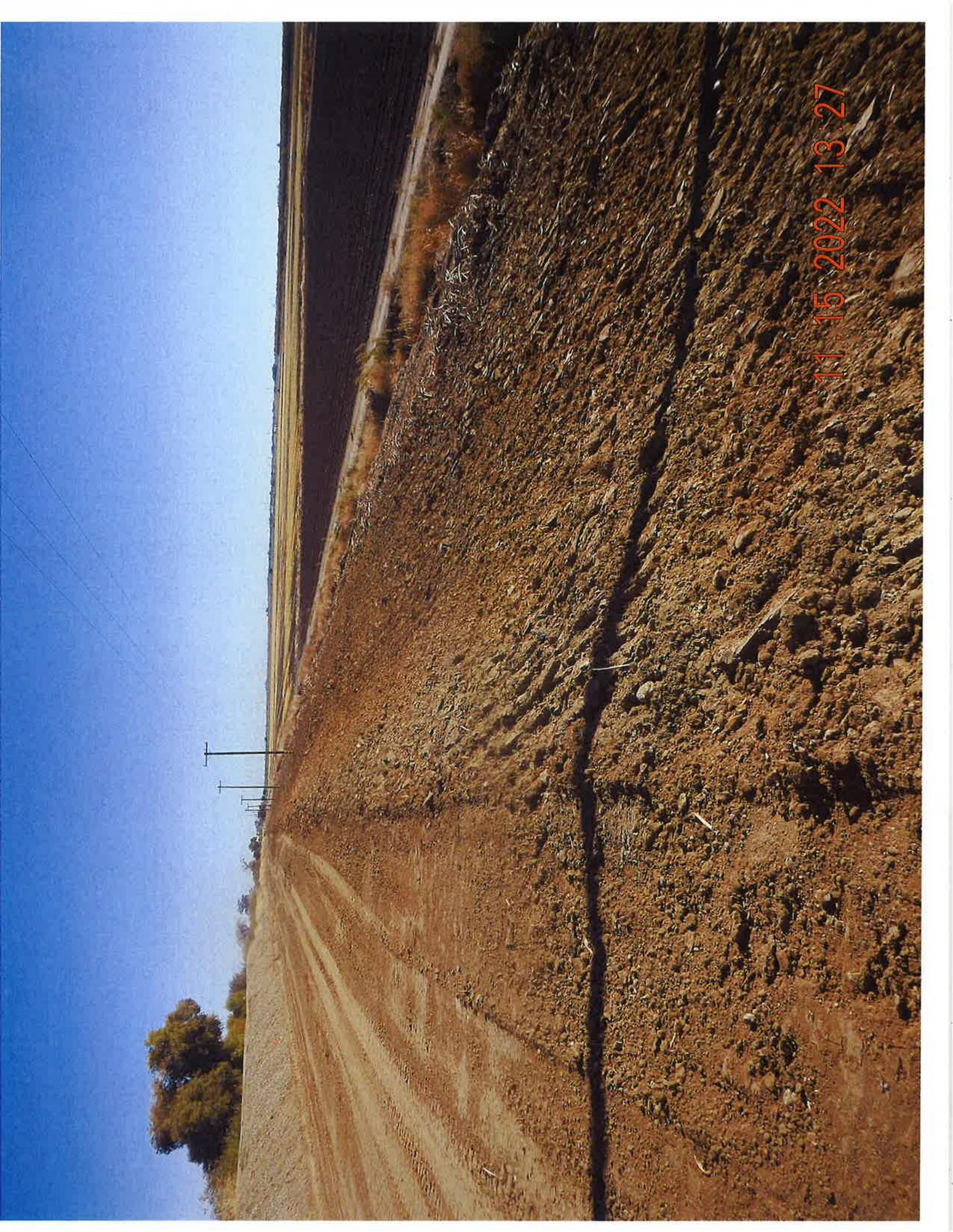




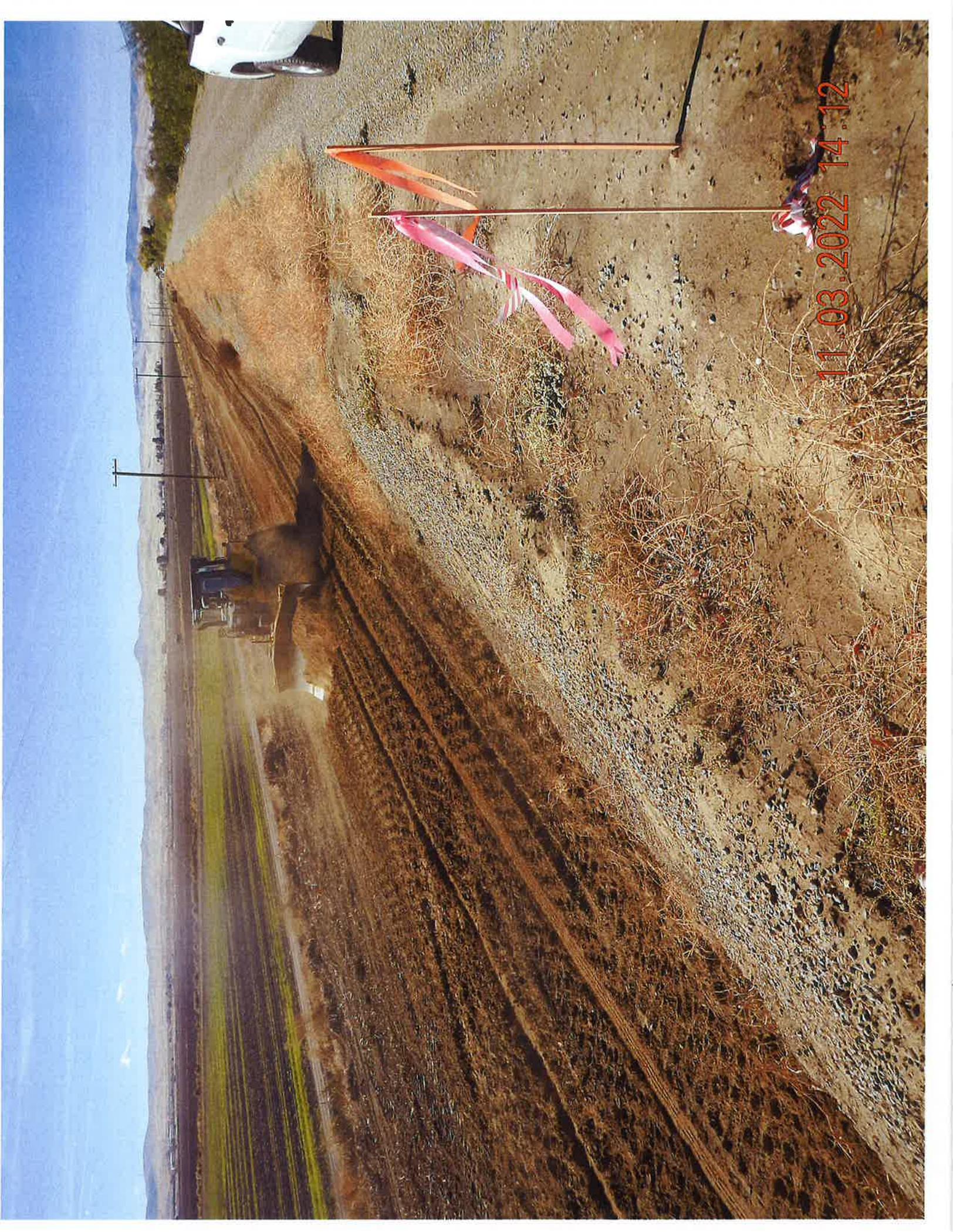
11.15.2022 13:24



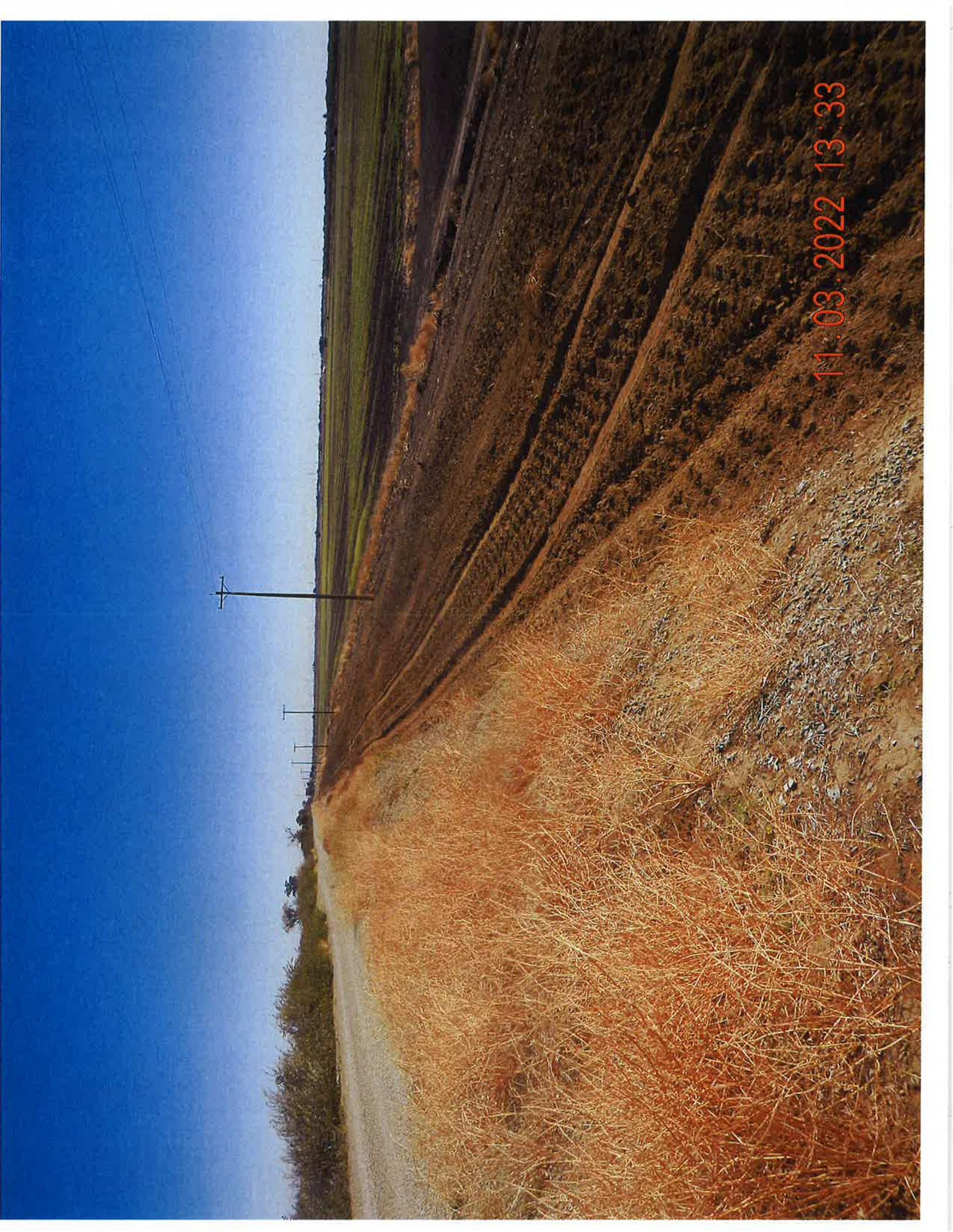
11.15.2022 13:24



11.15.2022 13:27



11.03.2022 14:12



11.03.2022 13:33



11.03.2022 13:33

# **EXHIBIT D**

RECLAMATION DISTRICT NO. 773 - FABIAN TRACT  
 LEVEE MAINTENANCE PROJECT - FY 2022/2023  
 STOCKTON, CALIFORNIA

Bid Date: 10/19/2022  
 Bid Time: 3:00 pm  
 Engineer's Estimate: \$185,000.00

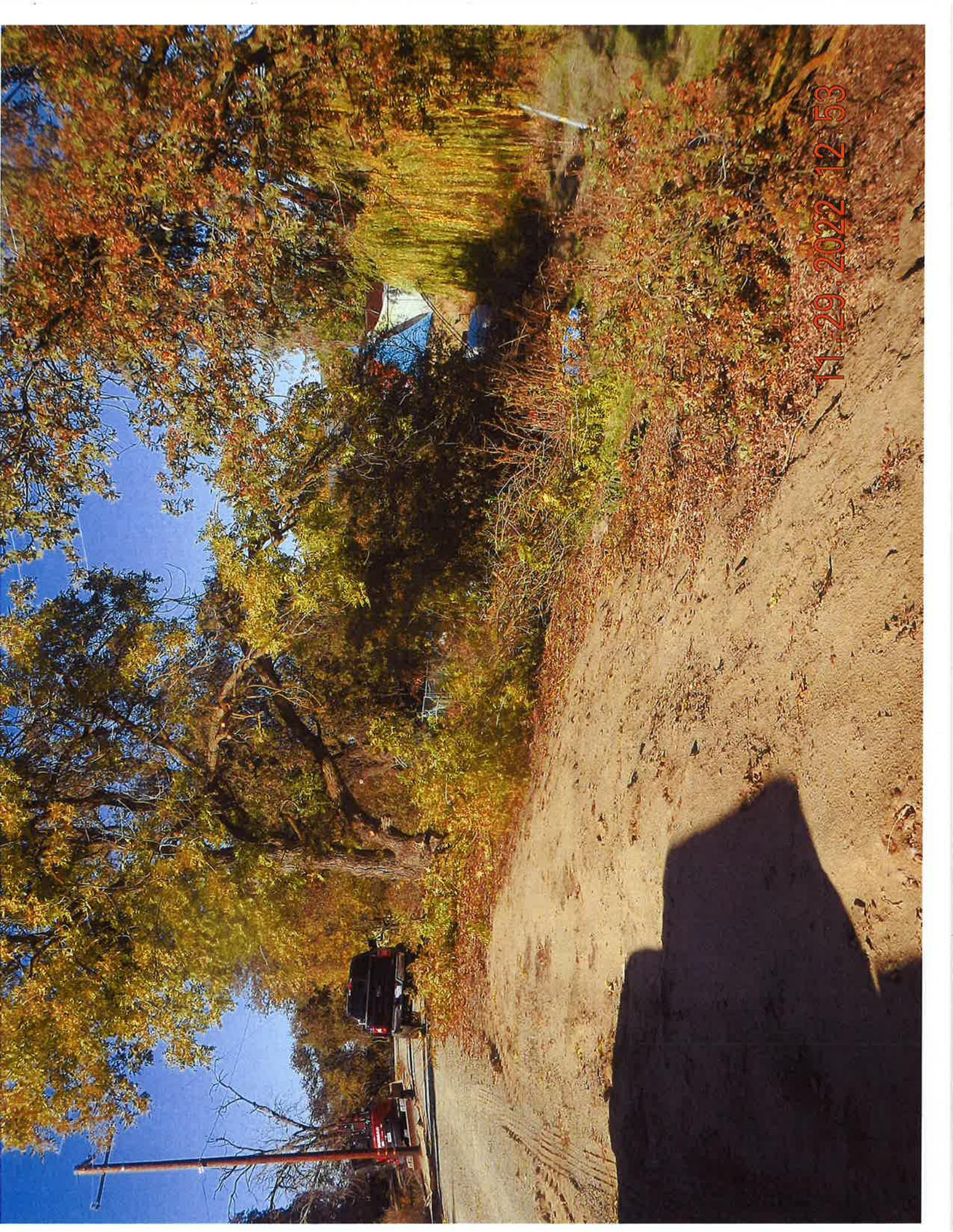
BID RESULTS

Item	Description	Qty	Unit	AM Stephens		Dino & Son		Ford Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Base Bid</b>									
1.	Mobilization	1	LS	\$3,622.00	\$3,622.00	\$13,000.00	\$13,000.00	\$15,770.00	\$15,770.00
2.	Supplemental Aggregate Base	683	TN	\$45.65	\$31,178.95	\$58.00	\$39,614.00	\$59.00	\$40,297.00
3.	Vegetation Management - Selective Tree & Shrub Removal & Trimming	1	LS	\$103,550.00	\$103,550.00	\$120,000.00	\$120,000.00	\$115,000.00	\$115,000.00
4.	Rock Slope Protection- Erosion Repair & Tree Removal	1	LS	\$15,220.00	\$15,220.00	\$20,280.00	\$20,280.00	\$21,350.00	\$21,350.00
5.	Repair Washboard Road	1	LS	\$11,360.00	\$11,360.00	\$21,280.00	\$21,280.00	\$21,800.00	\$21,800.00
6.	Miscellaneous Grading	1	LS	\$11,360.00	\$11,360.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
				Subtotals:		\$176,290.95	\$220,174.00	\$221,217.00	\$221,217.00
				<b>Project Totals:</b>		<b>\$176,290.95</b>	<b>\$220,174.00</b>	<b>\$221,217.00</b>	<b>\$221,217.00</b>

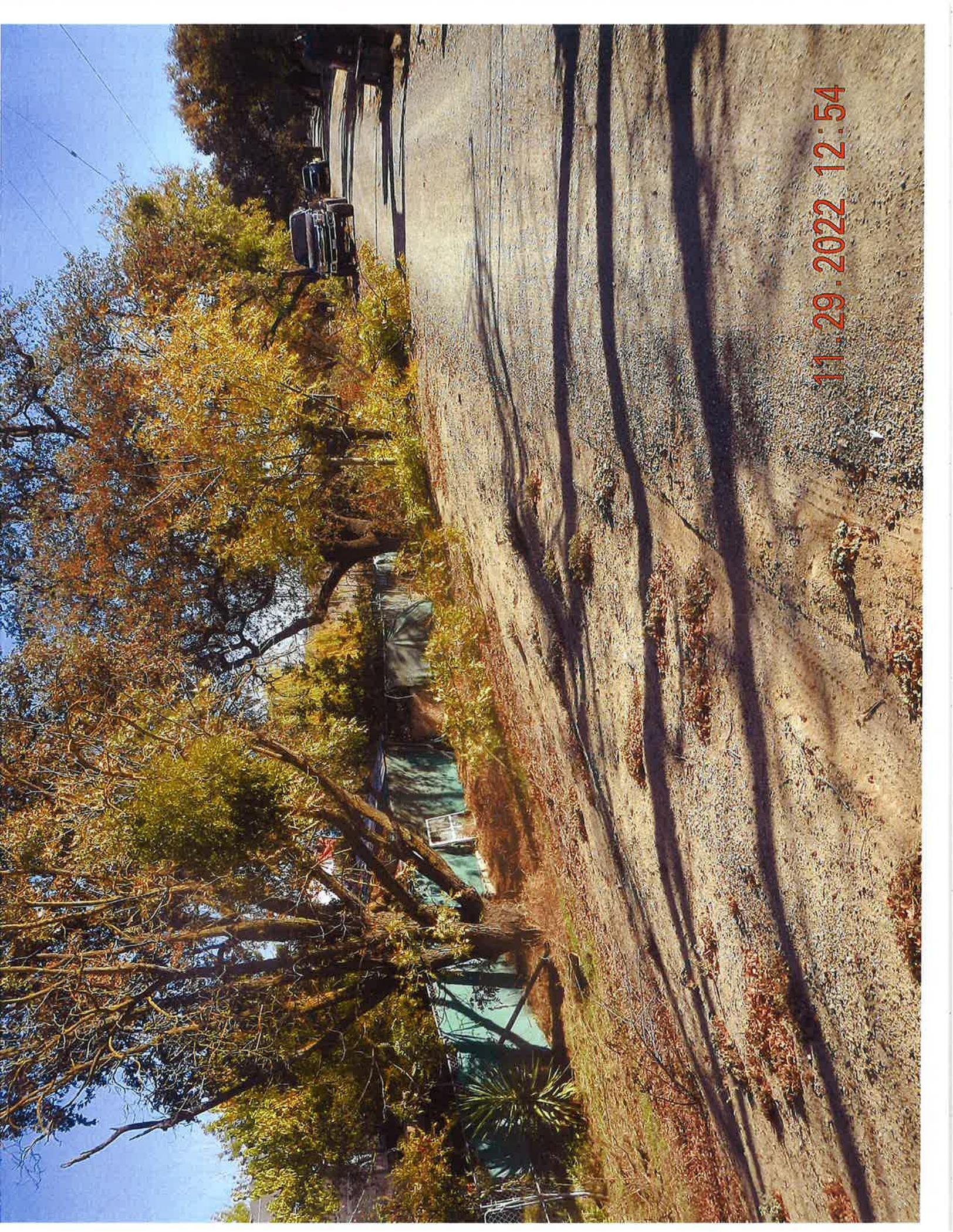
# **EXHIBIT E**



11.29.2022 12:53



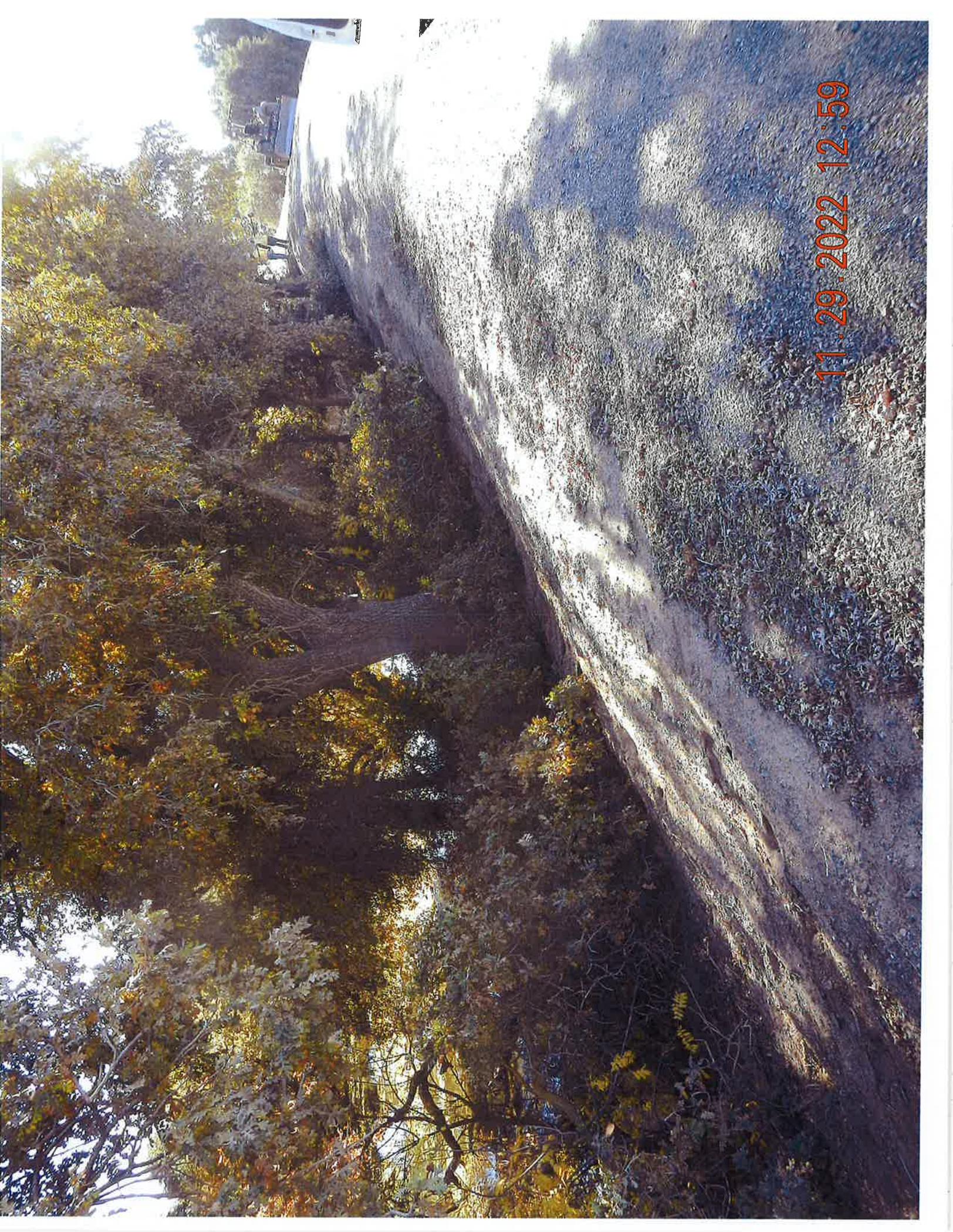
11-29-2022 12:53



11.29.2022 12:54



11.29.2022 12:55



11.29.2022 12:59

# Exhibit F

---

Location:

Fabian Tract, entire District from Stn No 0+00 to 989+00

RD:

773 Fabian Tract

Contractor:

A.M. Stephens Construction

Contract Amount:

\$75,000.00

Contract Date:

January 5<sup>th</sup>, 2023

Working Days:

60

NTP Date:

January 5<sup>th</sup>, 2023

Scope of Work:

Emergency erosion site repairs due to severe weather at various points along the entire District.  
Contractor to make necessary levee repairs at locations identified by RD 773 as needed.

JOB NO. 2089-0410

**Emergency Erosion Repairs  
Station 0+00 to 989+00  
CONTRACT NUMBER 773-01-09-23-02**

---

A.M. Stephens Construction  
1030 N. Guild Ave.  
Lodi, CA 95241

**NOTICE TO PROCEED DATE: January 5, 2023**

**PROJECT COMPLETION DATE: March 28, 2023**

PREPARED FOR:

RECLAMATION DISTRICT 773– Fabian Tract  
20451 Laurel Road  
Tracy, CA 95304

San Joaquin, CA

PREPARED BY:

**KJELDTSEN, SINNOCK & NEUDECK, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS

711 NORTH PERSHING AVENUE  
STOCKTON, CALIFORNIA 95203-2152  
TELEPHONE NUMBER: (209) 946-0268  
FAX NUMBER: (209) 946-0296

January 5, 2023

**TABLE OF CONTENTS**

**CONTRACT FORMS**

00500D Contract..... 00500D-1  
Signature Block..... 00500D-8  
Appendix A – Additional Labor Law and Other Requirements .....00500D-A-1  
Appendix B – Drug-Free Workplace Policy.....00500D-B-1

**GENERAL CONDITIONS OF THE CONTRACT**

00700 General Conditions .....00700-1  
Section 1 - General .....00700-1  
Section 4 – Control Of Work.....00700-1  
Section 5 - Control Of Materials.....00700-1  
Section 6 - Legal Relations And Responsibilities To The Public .....00700-2  
Section 7 - Prosecution And Progress .....00700-2  
Section 8 - Measurement And Payment .....00700-2  
  
Appendix C – Plans ..... Appendix C

Job Number 2089-0410  
Contract Number 773-01-09-23-02  
Reclamation District No. 773  
Fabian Tract

**00500D  
CONTRACT  
EMERGENCY WORK  
(State Funding)**

This agreement made and entered this 5th day of January, 2023 by and between Reclamation District No. 773 – Fabian Tract hereinafter DISTRICT and A.M. Stephens Construction, hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

**Emergency erosion site repairs due to severe weather at various points along the entire district. Contractor to make necessary levee repairs at locations identified by RD 773 as needed. See Appendix.**

The total accepted bid/proposal price not to exceed: \$75,000.00. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

Except for retention earnings, if withheld, payment shall be made for all undisputed and properly submitted payment requests within 30 days after approval. Retention earnings shall be paid within 60 days after the date of completion. Retention earnings shall be five percent (5%) of each amount approved for payment. Up to one hundred fifty percent (150%) of disputed amounts may be withheld until resolution of the dispute. Payment for disputed amounts will be made within 30 days after resolution of the dispute.

Monthly and final invoices and payments shall be in accordance with applicable articles in the General Conditions and Special Provisions of the Contract Documents. Contract payments will not be made when payroll records are delinquent or inadequate.

CONTRACTOR shall be responsible for its own work, property and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR'S work, property or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by Contractor and its agents and Subcontractors (all including but not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

Said policies shall name DISTRICT, THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, CENTRAL VALLEY FLOOD PROTECTION BOARD and their respective officers, officials, agents, employees and volunteers as additional insureds (hereinafter collectively INDEMNIFIED PARTIES). All liability insurance shall be provided by California admitted carriers with an A- or better rating. Certificates of said insurance shall be provided to DISTRICT upon award of contract and upon all renewals of said policies.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

In the event of threatened cancellation for non-payment of premium, DISTRICT may pay it for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

Worker's Compensation insurance meeting the requirements of both the State of California and the Federal Longshoreman's and Harbor Worker's Act to the extent applicable.

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

CONTRACTOR specifically obligates itself in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

CONTRACTOR shall indemnify and save harmless the INDEMNIFIED PARTIES connected with the work from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by account of any act or omission by CONTRACTOR or his agents during the progress of the work or at any time before its completion and final acceptance, except for matters arising from the sole negligence or willful misconduct of the indemnified parties.

CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action

for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR'S performance of this Contract, all so as to fully relieve DISTRICT from and protect it against any and all responsibility or liability therefor or in regard thereto.

In accordance with the provisions of Section 1770 et seq. of the Labor Code, CONTRACTOR shall conform to the general prevailing rate of per diem wages as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the office of the State's Department of Industrial Relations, Division of Labor Standards, Bureau of Field Enforcement Office and will be made available upon request or may be obtained at [www.dirca.gov/DLSR/statistics\\_research.html](http://www.dirca.gov/DLSR/statistics_research.html).

CONTRACTOR shall provide certified payrolls and related reports as directed by DISTRICT. DISTRICT will provide CONTRACTOR with the addresses and requirements for submission.

Attached hereto is **Appendix A** which contains various labor law and other requirements together with copies of particular Labor Code sections. The requirements set forth therein are incorporated into the Contract as if set forth in full herein and shall in the event of inconsistency; supersede any other provisions in the contract.

CONTRACTOR shall pay all required elements of per diem wages in accordance with Section 1773 et seq. of the Labor Code. Contract payments shall not be made when payroll records are delinquent or inadequate.

IF CONTRACTOR should commence any proceeding under the Bankruptcy Act, or if CONTRACTOR be adjudged a bankrupt, or if CONTRACTOR should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, then the DISTRICT may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to CONTRACTOR and his surety according to the provisions set forth herein. CONTRACTOR'S Surety shall have the right to complete the work by commencing work within 30 days as specified herein; and, in the event CONTRACTOR'S Surety fails to commence work within 30 days, DISTRICT shall have the right to complete, or cause completion of the work all as specified herein.

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make

prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the ENGINEER, then, notwithstanding any provision to the contrary herein, the DISTRICT may give CONTRACTOR written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within 10 days from the date of such notice, the CONTRACTOR shall upon the expiration of said 10 days cease and terminate. DISTRICT may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of CONTRACTOR.

In the event DISTRICT completed the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to CONTRACTOR until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of DISTRICT forces, extra costs of administration and management incurred by DISTRICT, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to CONTRACTOR from DISTRICT. If no sum sufficient to pay the difference between sums due to CONTRACTOR from DISTRICT and the cost of completing work, and there is a sum remaining due to CONTRACTOR after DISTRICT deducts the aforementioned costs of completing the work, the DISTRICT shall thereupon pay such sum to CONTRACTOR.

No act by DISTRICT before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this paragraph upon the happening of any prior default or breach by CONTRACTOR shall be construed to be a waiver or to stop DISTRICT from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by CONTRACTOR to fulfill the terms and conditions of the Contract. The rights of DISTRICT pursuant to this paragraph are cumulative and in addition to all other rights of DISTRICT pursuant to this Contract and at law or in equity.

Under California Government Code, Section 4215, "Responsibility of Public Agency", the CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the OWNER of the utility to provide for removal or relocation of such utility facilities. CONTRACTOR shall prior to any excavation notify (USA) Underground Service Alert to verify the location of underground utilities.

Under California Public Contract Code, Section 6109, "Ineligible and Debarred Subcontractors", the CONTRACTOR is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

California Public Contract Code, Section 22300, provides for substitution of securities for withheld funds with a required form of escrow agreement: The CONTRACTOR is permitted the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract.

This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

All notices that are required to be given by one party to the other under this

Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the addresses below or delivered by fax or email.

This Contract shall be interpreted and governed by the laws of the State of California.

Any action arising out of this Contract shall be brought in San Joaquin County, California, regardless of where else venue may lie.

In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

CONTRACTOR agrees to comply with the following:

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the CONTRACTOR:** Employees of the CONTRACTOR shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

By signing this Contract, CONTRACTOR assures State and DISTRICT that it complies With the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

During the performance of this Contract, CONTRACTOR and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and it Subcontractors shall

give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

By signing this Contract, CONTRACTOR hereby certifies under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

Suspension of Payments: This Contract may be subject to suspension of payments or termination, or both, and CONTRACTOR may be subject to debarment if the State determines that:

- a) CONTRACTOR or its Subcontractors have made a false certification, or
- b) CONTRACTOR or its Subcontractors violate the certification by failing to carry out the requirements noted above.

CONTRACTOR, by signing this Contract, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Contract. Furthermore, CONTRACTOR, by signing this Contract, hereby certifies that:

- a) No State funds disbursed by this Contract will be used to assist, promote, or deter union organizing.
- b) CONTRACTOR shall account for funds disbursed for a specific expenditure by this Contract to show those funds were allocated to that expenditure.
- c) CONTRACTOR shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

- d) If CONTRACTOR makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no State funds were used for those expenditures and that CONTRACTOR shall provide those records to the Attorney General upon request.

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

- a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract

DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

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

DISTRICT: Reclamation District No. 773  
Fabian Tract

By \_\_\_\_\_

Mark Bacchetti  
Board President  
Reclamation District 773 - Fabian Tract  
10876 N. Tracy Boulevard  
Tracy, CA 95304

(209) 612-5440

CONTRACTOR: A.M. Stephens Construction

By \_\_\_\_\_

Greg Stephens  
A.M. Stephens Construction  
1030 N. Guild Ave.  
Lodi, CA 95241

Work: 209-333-0136

Appendix A

---

**Additional Labor Law and Other Requirements**

## APPENDIX A

### Additional Labor Law and Other Requirements

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following:

#### **1. Payment of prevailing wage rates.**

The Contractor to whom the Contract is awarded and its Subcontractors hired for the public works project are required to pay the specified general prevailing wage rate to all workers employed in the execution of the contract. The Contractors shall pay prevailing wages under Labor Code Section 1770 et seq. UNLESS NOTIFIED IN WRITING BY District that the project does not exceed applicable exemption amounts.

The Contractor shall comply with Labor Code Section 1775, "Forfeiture for paying less than prevailing wage rates; Amount of penalty; Payments to workers; Liability of Prime Contractor; Notification of complaint".

The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

**NO CONTRACTOR OR SUBCONTRACTOR MAY BE LISTED ON A BID PROPOSAL FOR A PUBLIC WORKS PROJECT (SUBMITTED ON OR AFTER MARCH 1, 2015) UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) PURSUANT TO LABOR CODE SECTION 1725.5. To register log on to the DIR website. <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>**

**ALL CONTRACTORS AND SUBCONTRACTORS MUST FURNISH ELECTRONIC CERTIFIED PAYROLL RECORDS DIRECTLY TO THE LABOR COMMISSIONER (aka DIVISION OF LABOR STANDARDS ENFORCEMENT).**

#### **2. Apprentices**

It is the duty of the Contractor and the Subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

#### **3. Penalties, Forfeitures and Debarment**

There are penalties required for Contractor and Subcontractor failure to pay prevailing wage rates (for non exempt projects) and for failure to employ apprentices including forfeitures and debarment under Labor Code Sections 1775, 1777.5, 1777.7 and 1813.

#### **4. Certified Payroll Records**

Contractors and Subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work, the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired for the public works project under Labor Code Section 1776.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor or Subcontractor or shall be furnished to any employee, or

his/her authorized representative on request, according to Labor Code Section 1776. There are penalties for failure to do so under Labor Code Section 1776.

Each Contractor and Subcontractor shall upon request by District submit its certified payroll record to the Department of Industrial Relations, Compliance Management Unit (CPU) and if requested to District or District's labor compliance person on a weekly basis. The records shall be submitted via CMU's electronic certified payroll reporting (eCPR) or other manner specified by District. If there was no work performed during a given week, the certified payroll may be annotated: "no work" for that week.

## **5. Nondiscrimination in Employment**

Employment discrimination is prohibited under Labor Code Sections 1735 and 1777.6, the government code, the public contracts code and the Civil Rights Act of 1964, as amended. All Contractors and Subcontractors are required to implement equal employment opportunity employment practices for women and minorities as delineated below:

### **A. Equal Employment Poster**

The equal employment poster shall be posted at the job site in a conspicuous place, available to employees and applicants for employment and shall remain posted for the duration of the project.

## **6. Kickbacks Prohibited**

Contractors and Subcontractors are prohibited from accepting, taking wages illegally or extracting "kickback" from employee wages under Labor Code Section 1778.

## **7. Acceptance of Fees Prohibited**

Contractors and Subcontractors are prohibited against accepting fees for registering any person for public work under Labor Code Section 1779 or for filling work orders on public works under Labor Code Section 1780.

## **8. Listing of Subcontractors**

All Prime Contractors are required to list properly all Subcontractors hired to perform work on the public works project, according to Public Contract Code Section 4100 et seq.

## **9. Ineligible and Debarred Subcontractors**

Under Public Contract Code Section 6109, the Contractor is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

## **10. Proper Licensing**

Contractors are required to be properly licensed and must require that all Subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law found at Business and Professions Code 7000 et seq.

## **11. Unfair Competition Prohibited**

Contractors and Subcontractors are prohibited from engaging in unfair competition as specified under Business and Professional Code Sections 17200 to 17208.

## **12. Workers Compensation Insurance**

Labor Code Section 1861 requires Contractors and Subcontractors to be properly insured for worker's compensation in accordance with the provisions of Labor Code Section 3700.

## **13. OSHA**

Contractors and Subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

## **14. Undocumented Workers**

Federal law prohibits the hiring of undocumented workers and requires that employers secure proof of eligibility from all workers.

## **15. Wage Statements**

Employers must provide itemized wage statements to employees under Labor Code Section 226.

## **16. Americans with Disabilities Acts**

Contractors must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C., 12101 et seq.)

## **17. Particular Labor Code Sections**

Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 provide as follows:

### **§ 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

### **§ 1775. Penalties for violations**

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; inspection; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules and regulations

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

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

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

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

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

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

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

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

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

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978

(29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

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

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

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

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

**§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions**

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

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

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to

written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

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

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

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

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

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

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

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

program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

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

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

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

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

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

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

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

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

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

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

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

shall be made.

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

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

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

#### **§ 1813. Forfeiture for violations; contract stipulation; report of violations**

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

#### **§ 1815. Overtime**

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

Appendix B

---

**Drug-Free Workplace Policy**

## APPENDIX B

### RECLAMATION DISTRICT NO. 773 (RD)

#### DRUG-FREE WORKPLACE POLICY

##### NOTIFICATION

**The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited. Violation on the Reclamation District jobs or premises is subject to the actions as set forth in this Drug-Free Workplace Policy.**

##### Purpose and Goal

RD is committed to protecting the safety, health and wellbeing of all employees and other individuals in our workplace. RD recognizes that alcohol abuse and drug use pose a significant threat to our goals. RD has established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- RD encourages employees to voluntarily seek help with drug and alcohol problems.

##### Covered Workers

Any individual who conducts business for the RD, is applying for a position or is conducting business on the RD's property is covered by the RD's drug-free workplace policy. RD policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, contractors and subcontractors.

##### Applicability

RD drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the RD. Therefore, this policy applies during all working hours, whenever conducting business or representing the RD, while on call, paid standby, while on RD property and at RD-sponsored events.

##### Prohibited Behavior

It is a violation of RD drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company doctor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of RD drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

### **Notification of Convictions**

Any employee who is convicted of a criminal drug violation in the workplace must notify the RD in writing within five calendar days of the conviction. The RD will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

### **Consequences**

One of the goals of the RD drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

### **Assistance**

RD recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To support RD employees, RD drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders may be covered by an employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

### **Confidentiality**

All information received by the RD through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

### **Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.

**Communication**

Communicating RD drug-free workplace policy to both supervisors and employees is critical to the success of the program. To ensure all employees are aware of their role in supporting the RD drug-free workplace program all employees are to receive a written copy of this policy.

---

**DOCUMENT 00700  
GENERAL CONDITIONS**

**SECTION 1 - GENERAL**

**1.01 GENERAL**

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

**SECTION 4 – CONTROL OF WORK**

**4.01 AUTHORITY OF ENGINEER**

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

**4.02 INSPECTION**

- A. The Engineer shall at all times have safe access to the work during construction, and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to inspection.
- B. Whenever the Contractor varies the period which work is carried out, notice shall be given the Engineer, so that inspection may be provided. Any work done in the absence of the Engineer, may be subject to rejection.
- C. The inspection of the work or material shall not relieve the Contractor of any of his obligation to fulfill the contract as prescribed. Work or materials not meeting such requirements shall be made good, notwithstanding the fact that such work or materials have been previously inspected by the Engineer or the payment therefore has been included in a progress estimate.
- D. Projects financed in whole or in part with City, County, State and/or Federal funds shall be subject to inspection at all times by the agencies involved.

**SECTION 5 - CONTROL OF MATERIALS**

**5.01 STORAGE OF MATERIALS**

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

## **SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### **6.01 LAWS TO BE OBSERVED**

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

### **6.02 PERMITS AND LICENSES**

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

## **SECTION 7 - PROSECUTION AND PROGRESS**

### **7.00 TIME OF COMPLETION - January 5, 2023 to March 28, 2023**

- A. The Contractor shall complete all or any designated portion of the work called for under the contract within a **60** working day time frame within the dates indicated above.

## **SECTION 8 - MEASUREMENT AND PAYMENT**

### **8.01 PARTIAL PAYMENTS**

- A. Once each month the Contractor may submit to Engineer a payment request showing the total amount of work done and the amount requested. The related delivery tags shall accompany any other documentation required to substantiate completion of the work.

- B. The Engineer for partial payment purposes shall determine the value of the work completed. The Engineer may require the Contractor to submit a monthly statement indicating the status of completion of each item of work and accompanied by such documentation as be required to substantiate the completion of work

**8.02 FINAL PAYMENT**

- A. After the completion and acceptance of the work by the District, the Engineer will make a final estimate of the amount of work done there under, and the value of such work, and the District shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.
- B. It is mutually agreed between the parties to the Contract that no certificates given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.
- C. The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the District and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

**END OF SECTION 00700**

Appendix C

**Plans**

---

# Exhibit G

---



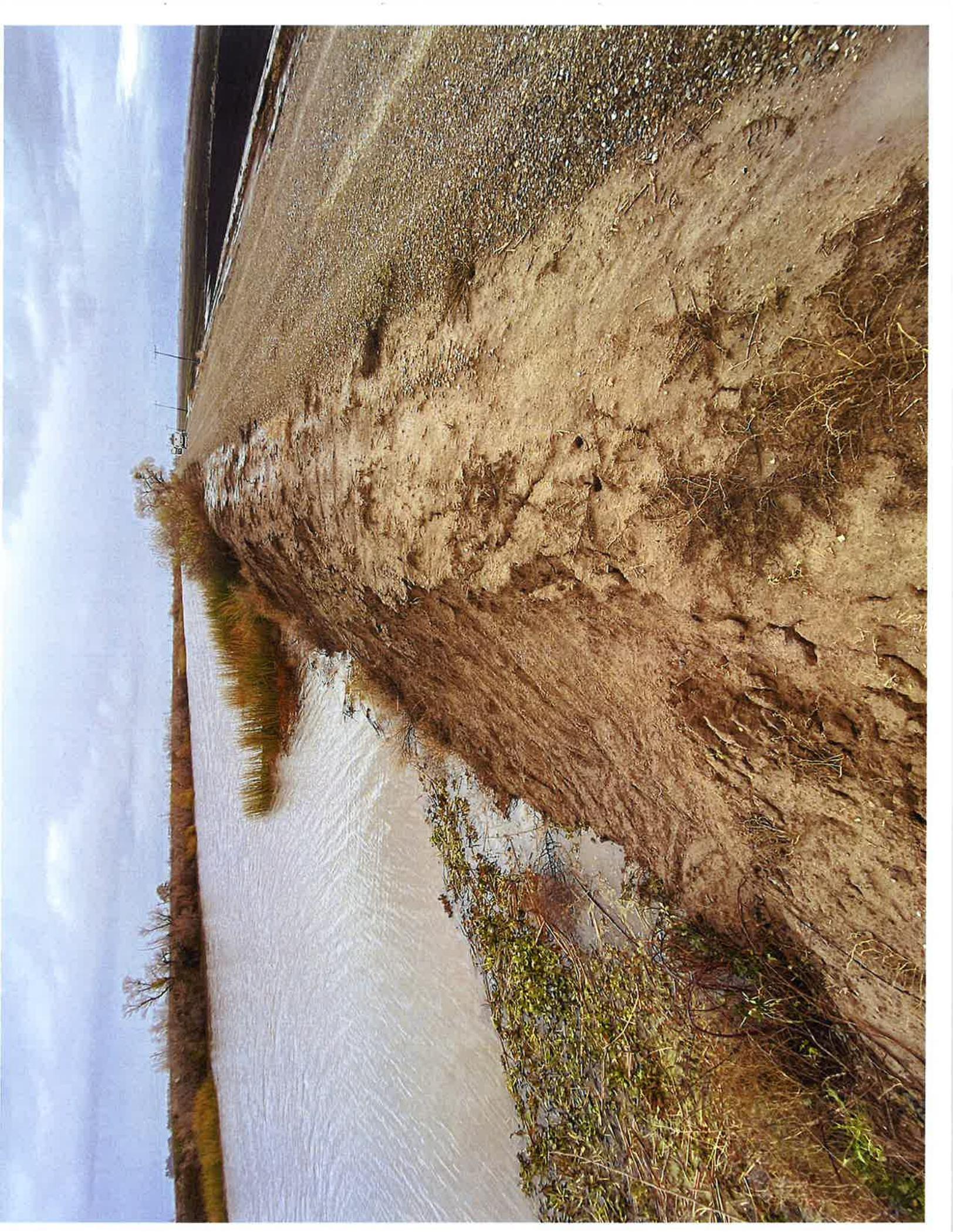


910+00

Station 909













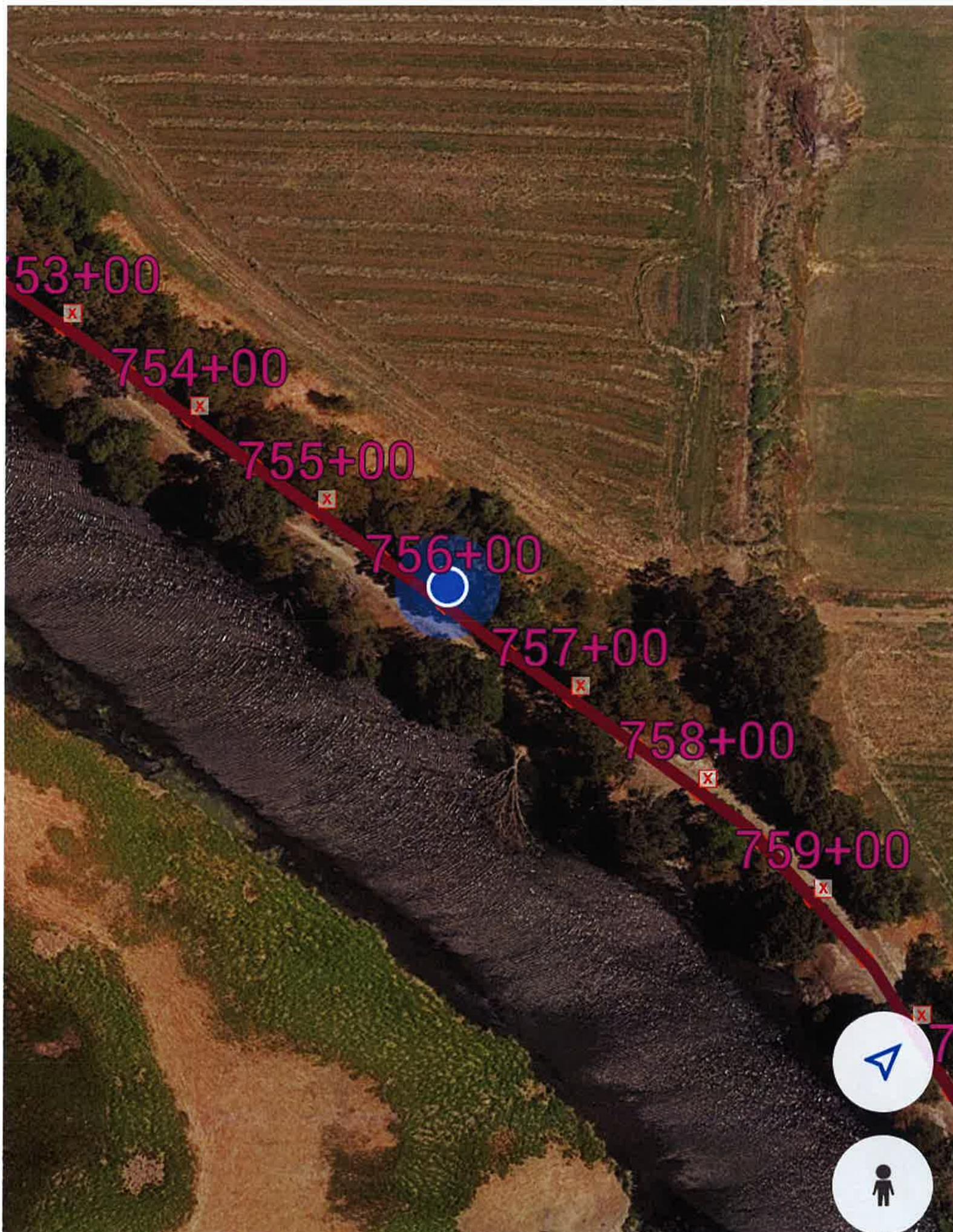












753+00

754+00

755+00

756+00

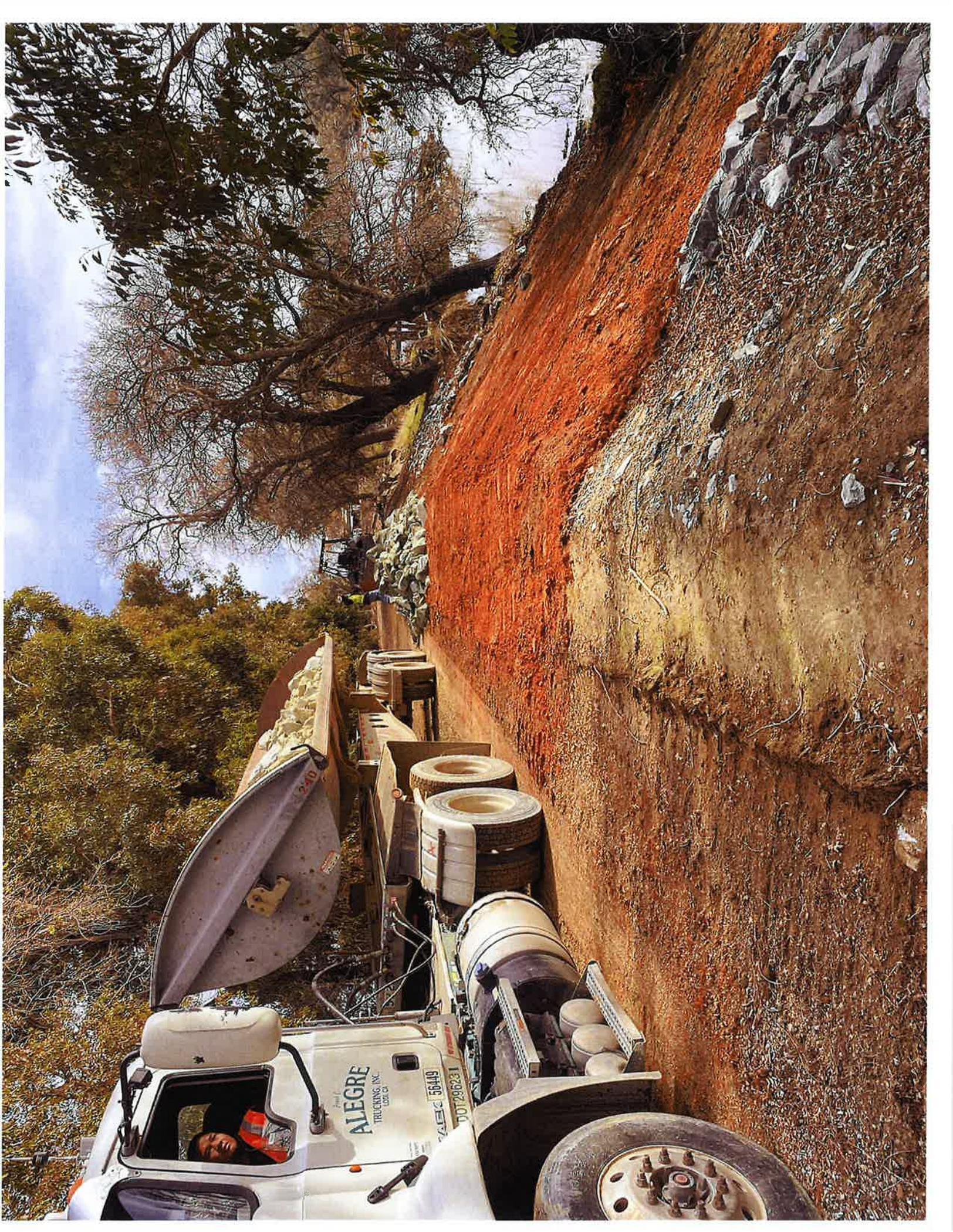
757+00

758+00

759+00

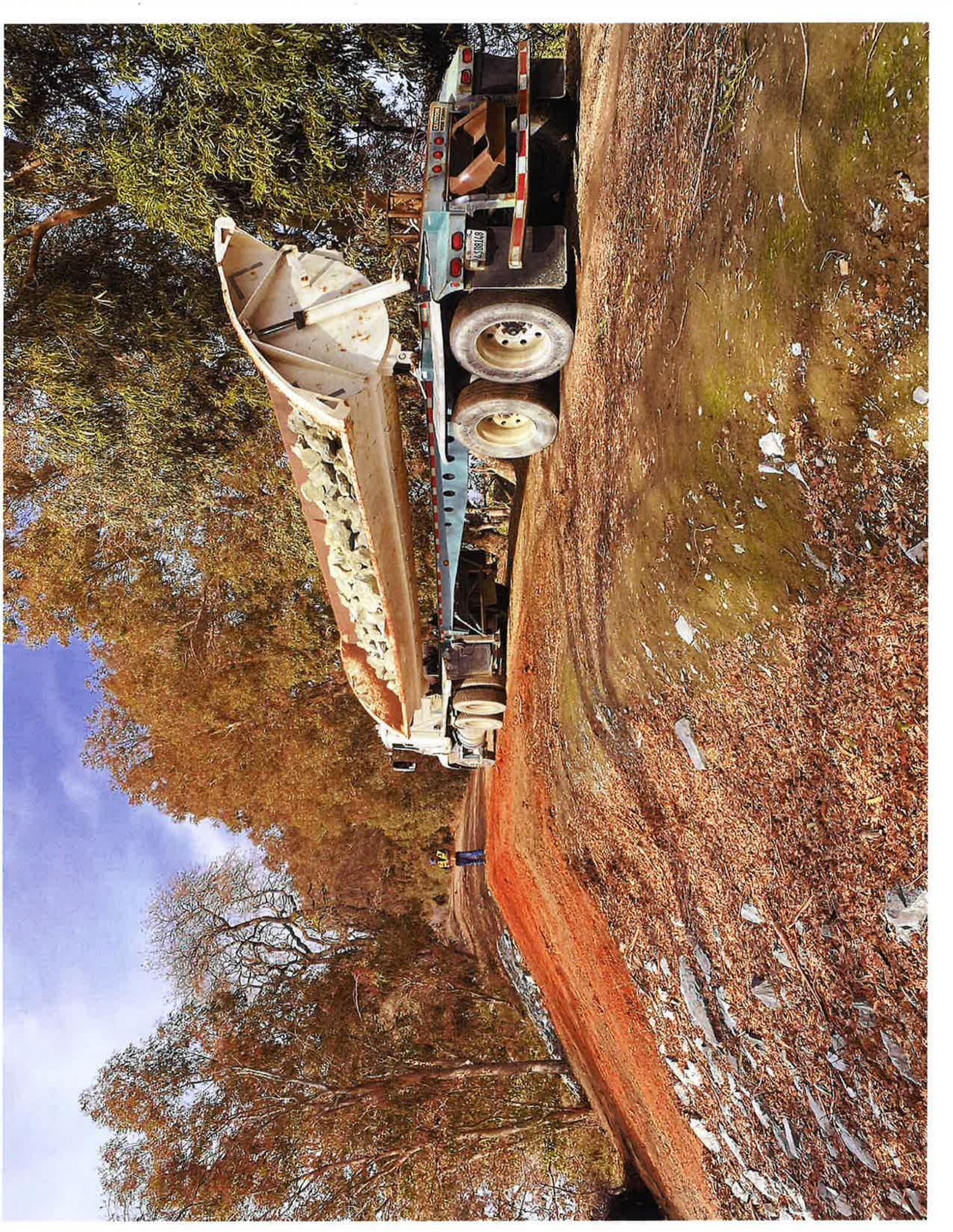
















# Exhibit H

---



# You're invited to provide feedback on the Paradise Cut Expansion & South Delta Restoration Project!

## PUBLIC WORKSHOP JANUARY 24, 2023

### PROJECT

The San Joaquin County Resource Conservation District is working with American Rivers, the South Delta Water Agency, and other partners to explore expansion of the Paradise Cut Bypass to improve flood protection and enhance habitat, as well as address downstream impacts from Bypass expansion. In response to local agency input, the project has expanded in recent years to include downstream channel restoration for water supply reliability and environmental restoration. The addition of channel restoration is critical to maintain local support for the overall effort.

Attend the meeting to learn and provide feedback on the following questions:

- What is the Paradise Cut Expansion & South Delta Restoration Project?
- What strategies are needed to minimize negative hydraulic impacts and improve downstream outcomes?
- What studies do you think are important to ensure the project achieves its intended objectives?



**9 AM - 11 AM**

**Refreshments provided!**

**RSVP here by clicking on this link:**  
<https://forms.gle/y3MctvreT9H7m2iz8>

**Roberts Union Farm Center  
4925 Howard Road Stockton, CA**

Partners:



**American Rivers**  
RIVERS CONNECT US®



**SAN JOAQUIN AREA**  
FLOOD CONTROL AGENCY



San Joaquin County  
Flood Control & Water  
Conservation District



# ITEM 8

## **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

### **MAY**

- Draft Budget

### **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
- Adopt Annual CEQA Exemption for levee maintenance.

### **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*).
- Insurance Renewal

**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:**

<b>Name</b>	<b>Term Commenced</b>	<b>Term Ends</b>
Ryan Bacchetti	First Friday 12/2021	First Friday of 12/2023
Joe Enos	First Friday 12/2019	First Friday of 12/2023
Mark R. Bacchetti	First Friday 12/2019	First Friday of 12/2023

**No Expiration on Assessment**

**Trustee Ryan Bacchetti appointed to fill vacancy within first half of term. Second half of term expiring in 2025 will be filled at District’s 2023 General Election.**

# ITEM 9

RECLAMATION DISTRICT 773  
Bills for Approval of Payment  
January 12, 2023 Special Board Meeting

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	RATIFICATION
Neumiller & Beardslee	12/12/2022	335708	\$335.00				
				<b>\$335.00</b>	2062		
Kjeldsen, Sinnock & Neudeck	12/12/2022	34141	\$1,287.70				
	12/12/2022	34142	\$780.00				
	12/12/2022	34143	\$217.50				
	12/12/2022	34144	\$7,460.00				
	12/12/2022	34145	\$805.00				
	12/12/2022	34146	\$45.00				
	12/12/2022	34147	\$525.00				
				<b>\$11,120.20</b>	2063		
Custom Spraying, Inc.	12/27/2022	11-2401	\$14,025.00				
				<b>\$14,025.00</b>	2064		
ASTA Construction	12/31/2022	5875	\$7,865.18				
				<b>\$7,865.18</b>	2065		
<b>NOTES:</b>			<b>Warrant Total</b>	<b>\$33,345.38</b>			
Fund Balance as of December 31, 2022		\$450,856.82					
Less Submitted Warrants for Payment:		\$33,345.38					
<b>Total:</b>		<b>\$417,511.44</b>					
Bank of Stockton Balance as of 11/30/22		\$31,238.30					
		<b>\$448,749.74</b>					

RECLAMATION DISTRICT 773  
Bills Approved for Payment  
December 6, 2022 Board Meeting

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	RATIFICATION
Neumiller & Beardslee	10/17/2022	333252	\$1,357.07				
	11/16/2022	334547	\$992.50				
				<b>\$2,349.57</b>	2058		
Kjeldsen, Sinnock & Neudeck	10/6/2022	33687	\$260.00				
	10/6/2022	33688	\$2,295.44				
	10/6/2022	33689	\$45.00				
	10/6/2022	33690	\$191.25				
	10/31/2022	33817	\$65.00				
	10/31/2022	33818	\$1,062.33				
	10/31/2022	33819	\$538.66				
	10/31/2022	33820	\$5,947.93				
	10/31/2022	33821	\$4,967.93				
	10/31/2022	33822	\$157.50				
	10/31/2022	33823	\$450.00				
	10/31/2022	33824	\$45.00				
				<b>\$16,026.04</b>	2059		
BPM	11/1/2022	46979	\$85.60				
				<b>\$85.60</b>	2060		
ASTA Construction	11/30/2022	5874	\$149,438.44				
				<b>\$149,438.44</b>	2061		
<b>NOTES:</b>			<b>Warrant Total</b>	<b>\$167,899.65</b>			
Fund Balance as of October 31, 2022		\$523,697.20					
Less Submitted Warrants for Payment:		\$167,899.65					
<b>Total:</b>		<b>\$355,797.55</b>					
Bank of Stockton Balance as of 10/31/22		\$31,238.30					
		<b>\$387,035.85</b>					