

ADDENDUM NO. 2

DATE

July 7th, 2026

PROJECT

KNIGHTS LANDING RIDGE DRAINAGE DISTRICT – RIDGE CUT
EROSION REPAIR PROJECT PHASE 2

NOTICE TO PROSPECTIVE BIDDERS

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE
ORIGINAL BIDDING DOCUMENTS DATED JUNE 2026, WITH AMENDMENTS AND ADDITIONS
NOTED BELOW.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID FORM AND
SIGNATURE LINE BELOW. FAILURE TO DO SO MAY DISQUALIFY THE BIDDER.

BIDDER'S ADDENDUM 2 RECEIPT SIGNATURE: _____

CHANGES TO VOLUME 1 – CONTRACT SPECIFICATIONS

REVISED TEXT WITH ADDING LANGUAGE, MODIFYING BID ITEM LANGUAGE.

- PART 0 – BID DOCUMENTS
 - BID FORM, SECTION 00 41 00
 - AGREEMENT FORM, SECTION 00 52 00
 - PRICE AND PAYMENT PROCEDURES, SECTION 01 22 00

ADDITIONAL MATERIALS – DRAFT PERMIT

DRAFT CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW) STREAMBED ALTERATION AGREEMENT, EPIMS NOTIFICATION NO. YOL-66031-R2. CONTRACTOR SHALL FOLLOW CONDITIONS OF ATTACHED DRAFT PERMIT. PERMIT ITEMS TO HIGHLIGHT INCLUDE:

ITEM 2.1 – WORK PERIOD

Work window is September 1st – October 15th, 2026.

ITEM 2.3 – WORK PERIOD IN LOW RAINFALL/ DRY WEATHER ONLY:

The work period is restricted to periods of low rainfall (less than ½" of rain in 24-hours) or periods of dry weather (less than a 75% chance rain).

ITEM 2.36 – SILTATION/TURBIDITY CURTAIN:

Requires the use of siltation or turbidity curtain downstream of the project during the placement of rock revetment activities.

QUESTIONS AND ANSWERS FROM BID PERIOD:

1. **Modification to Pre-Bid Q&A Question Number 3:** What is the project start date?
Answer: Not before September 1st, 2026.
2. Who is responsible for Water Quality Testing.
Answer: Refer to the SWPPP for Water Quality Testing requirements. Contractor is responsible for implementation of the SWPPP attached in Addendum.
3. **Modification to Q&A Number 2 per Addendum 1** Sheet C-001 requires the Contractor to repair damage to county/levee/access roads "at his expense" and disclaims any warranty on the adequacy of native material, while Bid Item 5 pays for aggregate base to "supplement the all-weather road" and Detail C-501 shows placing 4" AB. Please clarify which AB placement is paid under Bid Item 5 versus the Contractor's incidental, at-expense haul-road improvement and maintenance.
Answer: Bid item 2.3, which includes the AB placement on the levee crown road and staging area limits shown in sheets C-101 and C-102. Access roads need to be restored to pre-project conditions. Bid Item 2.3 includes an AB allowance for this. All other disturbed areas must be restored to pre-project conditions, see Bid Item 2.5
4. **Modification to Q&A Number 7 per Addendum 1** Detail C-501 shows top of new riprap at elev. +/-30.0 with a Design Water Surface Elevation of +/-38.3 (riprap top roughly 8 ft below DWSE) and the key at mudline elev. +/-20.0. Please confirm the anticipated water-surface elevation during the permitted construction window, whether riprap is to be placed in the wet (underwater) or the channel dewatered/diverted, and identify the pay item for any dewatering or diversion.
Answer: The WSE is expected but not guaranteed to be at an elevation +/-20.0' during construction. There will be no dewatering efforts performed by the contractor. The contractor should assume and account for fluctuating water surfaces within the work zone.

5. **Modification to Q&A Number 15 per Addendum 1** Spec §3.05 requires grubbing to 18" below original ground in construction/paved areas. Please confirm whether the 18" grubbing depth applies to the waterside repair slopes that will receive riprap, or only to road/staging areas.

Answer: The 18" grubbing depth applies to the riprap area only.

6. **Modification to Answer Number 18 per Addendum 1:** Please confirm the binding in-water work window and any giant garter snake / nesting-bird seasonal restrictions. These govern the 20-working-day Substantial Completion period and are not stated as specific dates in the documents.

Answer: Construction window will be September 1st, 2026 through October 15th, 2026.

Refer to draft CDFW Lake and Streambed Alteration Agreement, EPIMS Notification NO. YOL-66031-R2, permit items 2.1 and 2.3.

-- END OF ADDENDUM NO. 2 --

SECTION 00 41 00
BID FORM – Addendum 1

PROJECT NAME:

- Knights Landing Ridge Cut Erosion Repair Project – Phase 2
- Between Levee Stations: Station 0+00 to Station 19+00

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Kjeldsen, Sinnock & Neudeck, Inc.
 1550 Harbor Blvd, Suite 212
 West Sacramento, CA 95691
 Phone: (916) 403-5908

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
- | | |
|-----------------------|-------------------------|
| 1. Addendum No. _____ | Bidder's Initials _____ |
| 2. Addendum No. _____ | Bidder's Initials _____ |
| 3. Addendum No. _____ | Bidder's Initials _____ |
| 4. Addendum No. _____ | Bidder's Initials _____ |
| 5. Addendum No. _____ | Bidder's Initials _____ |
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all:
1. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder, and any Subcontractors listed on the Bid Form or that otherwise engage in the performance of work under this Contract, are registered with the Department of Industrial Relations pursuant to State of California Labor Code §1725.5.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 - BASIS OF BID

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

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

1. Schedule 1:

Item	Description	Unit	Estimated Quantity	Unit Cost	Total
1 GENERAL REQUIREMENTS					
1.1	MOBILIZATION/DEMobilize	LS	1.0		
1.2	SWPPP/BMP IMPLEMENTATION	LS	1.0		
2 SITE WORK					
2.1	CLEARING, GRUBBING AND TREE TRIMMING	AC	1.7		
2.2	PLACE CALTRANS CLASS III ROCK SLOPE PROTECTION MATERIAL	TONS	3,306		
2.3	SUPPLEMENT DISTURBED ALL-WEATHER LEVEE ROADS WITH AGGREGATE BASE	TONS	533		
2.4	INSTALL ESA FENCING	LF	2,000		
2.5	RESTORE DISTURBED AREAS AFTER CONSTRUCTION	LS	1.0		
2.6	PLACE SILT CURTAIN DOWNSTREAM OF WORK	LS	1.0		
TOTAL ACCEPTED BID PRICE					

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

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 20 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 working days after the date when the Contract Times commence to run.

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

ARTICLE 7 - ATTACHMENTS TO THIS BID

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

- A. Required Bid security.
- B. The following supplement(s) to the Bid Form are considered an integral part of the Bid Form. Bidder has acknowledged each supplement with Bidder's name and initials at the bottom of each supplement.
 - 1. Section 00 43 36 - Proposed Subcontractors Form
 - 2. Section 00 43 37 - Public Contract Code Section 10162 Questionnaire Form
 - 3. Section 00 43 40 - Noncollusion Declaration Form

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

Bidder Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

California Contractor's DIR Registration Number:

California Contractor's License Number and Expiration Date:

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

Telephone Number:

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END OF SECTION

SECTION 00 52 00
AGREEMENT FORM – Addendum 1

Contract No. XXXX-XX-XX-XX-XX

THIS AGREEMENT is by and between Knights Landing Ridge Drainage District (hereinafter called "District") and To Be Determined (hereinafter called "Contractor"). District and Contractor hereby agree as follows.

ARTICLE 1 - THE PROJECT

- 1.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Knights Landing Ridge Cut Erosion Repair Project – Phase 2
Between Levee Stations:
Station 0+00 to Station 19+00

ARTICLE 2 - WORK

- 2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Erosion repairs along the east ridge cut levee located between levee station 0+00 and station 19+00 on approximately 1,900 linear feet of eroded levee slopes by furnishing and placing approximately 3,300 tons of 18-inch minus quarry stone riprap.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Kjeldsen, Sinnock & Neudeck, Inc.
- 3.02 District has retained Kjeldsen, Sinnock & Neudeck, Inc. (hereinafter called "Engineer") to act as District's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

A. All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Contract Times: Days

- A. The Work will be substantially completed within 20 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.
- B. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 working days after the date when the Contract Times commence to run.

- 4.03 Liquidated Damages

- A. Contractor and District recognize that time is of the essence as stated in Paragraph 4.01 above and that District will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay District \$500 for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay District \$500 for each working day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 - CONTRACT PRICE

5.01 District shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

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

1. Schedule 1:

Item	Description	Unit	Estimated Quantity	Unit Cost	Total
1 GENERAL REQUIREMENTS					
1.1	MOBILIZATION/DEMOBILIZE	LS	1.0		
1.2	SWPPP/BMP IMPLEMENTATION	LS	1.0		
2 SITE WORK					
2.1	CLEARING, GRUBBING AND TREE TRIMMING	AC	1.7		
2.2	PLACE CALTRANS CLASS III ROCK SLOPE PROTECTION MATERIAL	TONS	3,306		
2.3	SUPPLEMENT DISTURBED ALL-WEATHER LEVEE ROADS WITH AGGREGATE BASE	TONS	533		
2.4	INSTALL ESA FENCING	LF	2,000		
2.5	RESTORE DISTURBED AREAS AFTER CONSTRUCTION	LS	1.0		
2.6	PLACE SILT CURTAIN DOWNSTREAM OF WORK	LS	1.0		
TOTAL ACCEPTED BID PRICE					

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. District shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as District may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to District and Engineer, then as long as the character and progress of the Work remain satisfactory to District and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, District shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by District pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, District shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - (NOT USED)

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce District to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all:
 - 1. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. Section 00 72 00 - General Conditions
 - 5. Section 00 73 00 - Supplementary Conditions
 - 6. Section 00 73 19 - Drug-Free Workplace Policy
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings as listed in the table of contents of the Project Manual.
 - 9. Addenda (numbers 1 to ____, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 1) Section 00 41 00 - Bid Form
 - 2) Section 00 43 36 - Proposed Subcontractors Form
 - 3) Section 00 43 37 - Public Contract Code Section 10162 Questionnaire Form
 - 4) Section 00 43 40 - Noncollusion Declaration Form
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders
- B. The documents listed above in this Article 9 are incorporated into this Agreement by this reference as if fully set forth herein.

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. District and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of District, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive District of the benefits of free and open competition;
 - 3. "practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of District, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, District and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

District:

Knights Landing Ridge Drainage District

Signature: _____

Print Name: _____

Title: _____

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

Contractor:

To Be Determined

Signature: _____

Print Name: _____

Title: _____

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

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END OF SECTION

SECTION 01 22 00
PRICE AND PAYMENT PROCEDURES -ADDENDUM 2

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Lump sum schedule payment items
- B. Unit price schedule payment items
- C. Allowance schedule payment items

1.02 RELATED REQUIREMENTS

- A. Section 00 41 00 – Bid Form
- B. Section 00 52 00 – Agreement Form
- C. Section 00 72 00 - General Conditions
- D. Section 01 33 00 - Submittal Procedures

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 - Submittal Procedures.
 - 1. SD-07 Certificates
 - a. Weight Certificates

1.04 LUMP SUM PAYMENT ITEMS

- A. Payment items for the Work of this Contract for which contract job payments will be made are listed in Section 00 41 00 - Bid Form and Section 00 52 00 - Agreement Form and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job or unit price payment item, are included in the listed job item most closely associated with the work involved. The job price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.
 - 1. Mobilization
 - a. Payment
 - 1) Payment will be made for costs associated with mobilization and demobilization.
 - 2. SWPPP/BMP Implementation
 - a. Payment
 - 1) Payment will be made for costs associated with following and reporting SWPPP guidelines to SMARTS from the existing SWPPP. This may include implementing SWPPP BMPs in a wet weather event or similar event.

2.5. RESTORE DISTURBED AREAS AFTER CONSTRUCTION

- a. Payment
 - 1) Payment will be made for costs associated with furnishing all labor, equipment, materials, transportation, grading, shaping, compacting, and restoring the levee and access roads to the required lines, grades, and cross-sections after completion of construction activities, as specified. Payment shall include all incidental work necessary to achieve a stable and serviceable finished surface.

2.6. PLACE SILT CURTAIN DOWNSTREAM OF WORK

- a. Payment
 - 1) Shall constitute full compensation for furnishing all labor, materials, equipment, tools, transportation, installation, maintenance, monitoring, adjustment, relocation as required, repair, replacement, removal, disposal, and all incidental

work necessary to provide and maintain an effective siltation/turbidity curtain as required by the provided permits and specified in the contract documents. The lump sum price shall include anchorage systems, flotation devices, ballast, connectors, end treatments, inspections, cleaning, and maintenance throughout the duration of construction or until the Engineer determines the curtain is no longer required.

1.05 UNIT PRICE PAYMENT ITEMS

- A. Payment items for the work of this contract on which the contract unit price payments will be made are listed in Section 00 41 00 - Bid Form and Section 00 52 00 - Agreement Form and described below. The unit price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. No payment will be made for any material outside the required lines and grades unless authorized by the Engineer.

2.1. CLEARING, GRUBBING AND TREE TRIMMING

- a. Payment
- 1) Payment will be made for costs associated with clearing and grubbing operations as specified including demolition, off-haul, and disposal offsite of removed materials.

2.2. PLACE CALTRANS CLASS III ROCK SLOPE PROTECTION MATERIAL

- a. Payment
- 1) Payment will be made for costs associated with furnishing, transporting, stockpiling (if applicable), placing, and constructing the riprap stone protection as specified including any necessary preparation and grading work.
- b. Measurement
- 1) Measure riprap for payment by the ton by weighing each truckload. Provide certified weight certificates furnished by a public weighmaster.
- c. Unit of Measure: ton

2.3. SUPPLEMENT ALL-WEATHER ROAD WITH AGGREGATE BASE

- a. Payment
- 1) Payment will be made for costs associated with furnishing, transporting, stockpiling (if applicable), placing, compacting and constructing the aggregate base material as specified including any necessary preparation and grading work.
- b. Measurement
- 1) Measure aggregate base for payment by the ton by weighing each truckload. Provide certified weight certificates furnished by a public weighmaster.
- c. Unit of Measure: ton

2.4. INSTALL ESA FENCING

- a. Payment
- 1) Payment will be made for costs associated with furnishing, transporting, installing, maintaining, relocating (if required), and removing Environmentally Sensitive Area (ESA) fencing, including fence posts, fabric, signage, anchorage, and all incidental materials, labor, and equipment necessary to complete the work as specified.
- b. Measurement
- 1) Measure ESA fencing for payment by the linear foot of fencing installed and accepted. Measurement will be made along the centerline of the fence from end post to end post. No separate measurement will be made for posts, braces, gates, signage, maintenance, relocation, removal, or other incidental work

required to complete the installation and protection of environmentally sensitive areas.

c. Unit of Measure: Linear Feet

1.06 ALLOWANCE PAYMENT ITEMS – NOT APPLICABLE

- A. Payment items for the Work of this Contract for which contract allowance payments will be made are listed in Section 00 41 00 - Bid Form and Section 00 52 00 - Agreement Form and described below. Only work authorized by the Engineer will be considered for payment.
- B. The basis for payment for allowance work will be determined at the Engineer's discretion as per one of the following:
 - 1. A mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Section 00 72 00 - General Conditions, Paragraph 11.04.C.2); or
 - 2. The Cost of the Work (determined as provided in Section 00 72 00 - General Conditions, Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Section 00 72 00 - General Conditions, Paragraph 11.04.C).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION