

Wallace Community Service District

Wallace Lake Estates Front Gate Entrance Improvements

Construction Bid Solicitation



Approved: _____

Steve Martin, President

Date: March 20, 2025

WALLACE CSD- NOTICE INVITING BIDS

Wallace Lake Estates Front Gate Entrance Improvements

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SECTION 0020

FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

The Wallace Community Services District (CSD) invites sealed bids for the construction of the **Wallace Lake Estates Front Gate Entrance Improvements** project, Wallace, California. Sealed bids will be received at Wallace CSD. Bids shall be **postmarked by Wed, April 30, 2025** and submitted by mail to: Wallace CSD, Attention Ken Reed / SEALED BID FOR ENTRANCE IMPROVEMENTS at P.O. Box 398 Wallace, CA 95254-0398.

SCOPE OF WORK

The scope of work to be performed under this contract is generally described as construction of concrete curb, asphalt paving, signage and landscaping improvements.

BIDDING INFORMATION

- The value of this work is estimated at \$24,000.
- A valid California Class A (General Engineering) OR Class C-8 (Concrete) Contractor's license is required to bid on this project.
- work under this Contract shall be **completed within 25 working days after the Notice to Proceed.**

INQUIRIES

All communication relative to the administration of this work shall be directed to Ken Reed, at email: succcess2104@yahoo.com or phone: (209) 712-3136.

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FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

BACKGROUND

The Wallace CSD (hereinafter referred to as “CSD” is located in Calaveras County, 20 miles east of Stockton, CA and has an approximate population of 500 people. The work will provide enhancements to the entrance of Wallace Lake Estates.

DESCRIPTION OF WORK

The work to be performed under this contract is generally described as, but not necessarily limited to construction of concrete curb, asphalt paving, signage and landscaping improvements.

All project materials shall be supplied by the Contractor, and the Work shall be performed in accordance with the Project Plans & Specifications and the Construction Documents.

The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown in said Construction Documents, at no increase in cost to the CSD.

SITE OF WORK

The project site is located at the entrance to Wallace Lake Estates: Wallace Lake Drive, immediately south of Camanche Parkway South, Wallace, CA.

ENGINEER'S ESTIMATE

The engineer's estimate for the work contemplated by the Base bid schedule is \$24,000.

COMPLETION OF WORK

The Contractor shall commence work under this Contract on or before ten working days after receiving written Notice to Proceed from the CSD and shall fully **complete all work within 25 working days after the Notice to Proceed**. The Contractor shall, at all times during the continuance of the Contract, prosecute the work with such force and equipment as are sufficient to complete it within the time specified. Working hours shall be:

BID

Before submitting a Bid, bidders shall carefully examine and read the Construction Documents, visit the site of the work, fully inform themselves as to all existing site conditions and limitations. Bidders are required to inform themselves fully of the conditions relating to performance of the Work, and must employ, as far as possible, such methods and means in carrying out the Work as

SECTION 00100

FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD

INSTRUCTIONS TO BIDDERS

will not cause any interruption or interference to any other contractor or operations of the Wallace CSD.

Submission of a Bid shall be considered conclusive evidence that the Bidder has fully studied the Construction Documents, that Contractor has examined the site of the work, and that the Bidder is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Construction Documents.

Bids shall be properly executed upon the Bid form bound herein and made a part of these Construction Documents. All blank spaces in the Bid forms must be filled in, in black or blue ink. Numbers shall be stated both in words and in figures where indicated on the Bid form, and original, 'wet' signatures are required of all persons signing the Bid form. No changes on the Bid forms are allowed. In case of a difference in written words and figures, the amount stated in written words shall govern unless obviously in error.

SUBMISSION OF BIDS

All Bids must be submitted at the place and before the time prescribed in the Notice to Contractors. It is the Bidder's sole responsibility to see that his Bid is received in proper time. Bids received after that time will not be accepted.

Each Bid must be submitted in a non-transparent sealed envelope, and submitted by mail. Enclose Bid envelope in another envelope addressed to:

Wallace CSD
Attention: Steve Martin
P.O. Box 398
Wallace, CA 95254-0398

The sealed Bid envelope shall, in the lower right portion, be plainly identified with the following information:

- (a) Bid of: _____ (Name of Bidder) _____, Contractor.
- (b) FRONT GATE IMPROVEMENTS

INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Construction Documents, or finds discrepancies in or omissions from the Construction Documents, he/she may submit to the CSD (as listed in *Section 00020 - Notice to Contractors* of these Specifications) a written request for an interpretation or correction thereof. All written requests must be received a minimum of 72 hours prior to bid submittal deadline; requests received after this time will not be accepted. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Construction Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each

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person receiving a set of the Construction Documents. The CSD will not be responsible for any other explanations or interpretations of the Construction Documents.

ADDENDA

Any Addenda issued before the time of bid opening are deemed to be made a part of the Construction Documents.

MODIFICATION AND WITHDRAWAL OF BIDS

No modification of bids will be allowed. Any bidder may withdraw its bid, either personally or by telegraphic or written request, if such request is received by the Wallace CSD prior to the scheduled time for bid review: **May 21, 2025 at 7:00 PM**. Any bid so withdrawn may not be resubmitted.

No bidder may withdraw its bid for a period of 60 days after the time & date of the review of bids.

BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder, whether a person, firm, partnership, corporation, or association, shall be allowed to make, file, or to be interested in more than one Bid for the same work unless alternate bids are called for. A person, firm, partnership, corporation, or association who has submitted a sub bid to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub bid or quoting prices to other Bidders.

DISQUALIFICATION OF BIDDERS

More than one Bid for the same work from a person, firm, partnership, corporation, or association under the same or different name will not be accepted. Reasonable ground for believing that any person, firm, partnership, corporation, or association is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which such Bidder is interested. Any or all Bids will be rejected if there is reason for believing that collusion exists among any of the Bidders.

EXPERIENCE OF BIDDERS

Each Bid shall be supported by a statement of the Bidders' experience on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

CONTRACTOR'S LICENSE CLASSIFICATION

The Contractor must possess a valid Class A (General Engineering) OR Class C-8 (Concrete) Contractor's license at the time of bid submission and maintain said license throughout completion of work necessary if awarded bid. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of bid submission.

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INSTRUCTIONS TO BIDDERS

BIDDER'S STATEMENT OF SUBCONTRACTORS

In the form entitled List of Subcontractors, in the Information Required of Bidder, the Bidder shall submit the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who under subcontract to the Bidder specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1/2%) of the Bid.

Failure to so list subcontractors is an express statement by the Bidder that it will perform that portion of the work with its own forces.

AWARD OF CONTRACT

Award of the Contract will be made only to the most qualified Bidder possessing the ability to perform successfully, which will be determined by considering such matters as Contractor integrity, record of past performance, and financial and technical resources.

Award of the contract shall be made to the responsible bidder whose responsive bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest total bid shown in the bid schedule.

WALLACE CSD BOARD OF DIRECTORS RIGHTS RESERVED

The Wallace CSD Board of Directors reserves the right to accept or reject any or all Bids, to waive any irregularity in a Bid, and to make award to the responsible Bidder with the lowest responsive bid as it may best serve the interest of the Wallace CSD.

EXECUTION OF CONTRACT

The form of Contract, which the successful Bidder as Contractor will be required to execute, is included in the Contract Documents of these Specifications, and should be carefully examined by the Bidder. The Contract will be executed in two original counterparts.

The successful Bidder shall execute and return all original Contract Documents to the Project Manager within 10 calendar days after receipt of the Notice of Award.

The successful Bidder shall also secure all required bonds and insurance and furnish such bonds and certificates of insurance and endorsements indicating proof of coverage, and complete the Warranty Bond Acknowledgement simultaneously with execution of the Contract.

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INSURANCE

A. Category 2 “Intermediate Risk”

Insurance Requirements

i. Commercial General Liability

a. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor’s general liability policies shall be primary and shall not seek contribution from the CSD’s coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that CSD and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the CSD.

c. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

d. Coverage shall contain a waiver of subrogation in favor of the CSD.

ii. Business Automobile Liability

a. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers’ Compensation and Employers’ Liability- Statutory

a. Contractor shall maintain Workers’ Compensation Insurance and Employer’s Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to CSD, along with the certificate of insurance, a waiver of subrogation endorsement in favor of CSD, its officers, agents, employees, and volunteers.

(Coverage can be waived by CSD, if Contractor, in writing, confirms not required to carry coverage)

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iv. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the CSD, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the CSD.
- c. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the CSD with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the CSD.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

(END OF SECTION)

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**FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD**

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: Wallace CSD
P.O. Box 398
Wallace, CA 95254-0398

ATTENTION: Steve Martin, Wallace CSD President

FOR: **WALLACE CSD FRONT GATE ENTRANCE IMPROVEMENTS**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the Wallace CSD, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the bid. The Wallace CSD reserves the right to award all of the work, any portion of the work contemplated by the bid or none of the work.

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**FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD**

BID PROPOSAL FORMS

WALLACE CSD – FRONT GATE ENTRANCE IMPROVEMENTS

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization	1	LS		
2	Demolition	1	LS		
3	Concrete	1	LS		
4	Sign and Message Board	1	LS		

TOTAL BID: \$ _____

TOTAL BID IN WORDS: _____

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INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

(1) Bidder's name and address:

(2) Bidder's office telephone number: _____

(3) Bidder's fax number: _____

(4) Bidder's email address: _____

(5) Bidder's Contractor's License # / Expiration Date / Classification:

_____ / _____ / _____

(5) Person who inspected site of proposed work for Contractor's firm:

Name: _____ Date of Inspection: _____

(6) List 4 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner

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**FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD**

BID PROPOSAL FORMS

List of Subcontractors:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. _____	_____	_____	_____ _____
2. _____	_____	_____	_____ _____
3. _____	_____	_____	_____ _____
4. _____	_____	_____	_____ _____
5. _____	_____	_____	_____ _____
6. _____	_____	_____	_____ _____

Note: Attach additional sheets if required.

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**FRONT GATE ENTRANCE IMPROVEMENTS
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BID PROPOSAL FORMS

ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

Respectfully submitted,

Dated

Legal Name of Firm

Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

(END OF SECTION)

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**FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD**

CONTRACT

CONTRACT

This Contract, dated _____, is entered into by and between the Wallace CSD, Community Service District No. 6675 of the State of California (CSD), and _____, (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, CSD and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.

2. General Scope of Project and Work. Construction Documents for Wallace CSD – Front Gate Entrance Improvements (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of CSD.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to construction of concrete curb, asphalt paving, signage and landscaping improvements, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 25 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ _____ **(Written Price)**

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Wallace CSD and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification) and the Bid Documents submitted by _____ on **April 17, 2025**.

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WALLACE CSD

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4. Compensation. In consideration of Contractor's performance of its obligations hereunder, Wallace CSD shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the CSD nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the Wallace CSD Board President prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 100 of the Bid Specifications on terms and conditions and in amounts as may be required by the CSD. CSD shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish CSD with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the CSD Construction Manager to the address set forth in Section 14 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold CSD, its Board of Directors, CSD members, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of the CSD or any of its members or board. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of CSD or any of its CSD members, officers, or employees.

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FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD

CONTRACT

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by CSD of its rights under this Contract. A waiver by CSD of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of CSD to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters.
10. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of the CSD;
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the CSD;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with CSD, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

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**FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD**

CONTRACT

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- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to CSD's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and CSD which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, certifications, and other written information as may be requested of Contractor by CSD from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in a timely manner.
14. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To CSD: Wallace CSD
 P.O. Box 398
 Wallace, CA
 95254-0398

SECTION 00600

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that CSD does not purport to be Contractor's bailee, and CSD is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

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FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD

CONTRACT

- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of CSD. Contractor shall not be entitled to any rights and benefits accorded or accruing to the CSD Council members, officers or employees of CSD, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by CSD, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Calaveras or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the CSD.
- (20) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the CSD, who shall notify the EPA and the State Historic

SECTION 00600

FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD

CONTRACT

Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the CSD that construction may proceed. The CSD will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the CSD. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.

- (21) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CSD. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. CSD shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (22) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity CSD, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CSD. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid

Certification of insurance and worker's compensation certification shall be furnished to the CSD by the Contractor before contract execution.

SECTION 00600

**FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD**

CONTRACT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Wallace, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

WALLACE CSD:

By: _____
Steve Martin, President

(END OF SECTION)

SECTION 00600

**FRONT GATE ENTRANCE IMPROVEMENTS
WALLACE CSD**

WORKER'S COMPENSATION CERTIFICATION

WORKER'S COMPENSATION CERTIFICATION

I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract.

Contractor: _____

By: _____

Title: _____

(END OF SECTION)