Groveland Community Services District

BOARD MEETING AGENDA SUBMITTAL

TO: **GCSD Board of Directors**

FROM: **Peter Kampa, General Manager**

DATE: **October 14, 2026**

SUBJECT: **Agenda Item 6B: Adoption of a Resolution Renewing a Agreement with Moyle Excavation and Njirich and Sons, Inc. to Provide On-Call Emergency, Small Capital Improvement Project, and Maintenance Services**

RECOMMENDED ACTION

Staff recommends the following action:
I Move to Adopt Resolution 34-2026 an Agreement with Moyle Excavation and Njirich and Sons, Inc. to Provide on Call Emergency, Small Capital Improvement Project, and Maintenance Services.

BACKGROUND

Moyle Excavation and Njirich & Son's Inc. have provided valuable support to the District on infrastructure and emergency maintenance projects over the past several years. Moyle Excavation has been the successful low bidder on the majority of the District's infrastructure construction projects and has also assisted with smaller, time-sensitive projects, including water line valve replacements, water leak repairs, fire hydrant replacements, and other emergency maintenance needs.

Njirich & Son's Inc. has likewise provided the District with assistance when specialized equipment, personnel, or additional resources have been needed to address emergency situations or maintenance projects that could not be completed with existing District resources.

The District has historically utilized emergency maintenance agreements with both contractors to allow staff to quickly secure assistance when circumstances require an immediate response. The previous agreements with Moyle Excavation and Njirich & Son's Inc. have expired, and the District is seeking to establish updated agreements to ensure these contractors remain available to assist with emergency repairs, maintenance, and other unforeseen infrastructure needs when District resources are insufficient or unavailable.

These agreements will provide the District with an additional resource for responding to emergencies and completing necessary repairs in a timely manner, helping to minimize service disruptions and protect District infrastructure.

The District is authorized under our procurement policies and the public contract code to complete construction projects under and negotiated purchase order arrangements for projects costing less than $60,000. Any task orders executed during a given fiscal year would be contained within that fiscal year's budget, or a budget amendment if the work is emergency in nature requiring immediate response. All work completed under these agreements are billed at the current, published CALTRANS rates.

Staff propose renewing the agreements with Moyle Excavation and Njirich & Son's Inc. for projects that can be completed under individually negotiated task orders in amounts of less than the statutory requirements. A draft agreement is attached for review and consideration.

ATTACHMENTS:

1. Draft Maintenance Agreements'
2. Resolution 34-2026

RESOLUTION 34-2026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT RENEWING AN AGREEMENT WITH MOYLE EXCAVATION AND NJIRICH AND SONS, INC TO PROVIDE ON CALL EMERGENCY, SMALL CAPITAL IMPROVEMENT PROJECT, AND MAINTENANCE CONSTRUCTION SERVICES

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District is in need of a contractor for small capital improvement projects and to perform maintenance services on an as-needed basis by purchase order for work costing within the bid limits specified in the Uniform Construction Cost Accounting Act (UCCAA); and

WHEREAS, Moyle Excavation and Njirich & Son's Inc. are local, qualified contractor's who has been awarded numerous District construction contracts as low bidders and has consistently performed well on a variety of construction and maintenance projects, and

WHEREAS, the District desires to enter into its standard small construction contract with Moyle Excavation and Njirich & Son's Inc. to establish the terms and conditions for completion of emergency, construction and maintenance projects within the cost limits of District policy, its adopted budget and the expense limits of the UCCAA.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY Adopt Resolution 34-2026 Approving an Agreement with Moyle Excavation and Njirich & Son's Inc. to Provide On-Call Emergency, Small Capital Improvement Project and Maintenance Construction Services.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on October 14, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVE:

_____

John Armstrong, Board President

ATTEST:

_____

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 14, 2026.
DATED: _____

GROVELAND COMMUNITY SERVICES DISTRICT
ON-CALL CONSTRUCTION AND MAINTENANCE SERVICES CONTRACT

This contract ("Contract") is effective as of October 14, 2026 and is between the GROVELAND COMMUNITY SERVICES DISTRICT, a California community services district ("District"), and Moyle Excavation, a corporation ("Contractor"), collectively referred to as the "Parties."

Section 1. **Recitals**: This Contract is entered into with respect to the following facts:

District negotiated and approves by Purchase Order and/Task Order the work involved in On-Call Emergency, Small Capital Improvement Construction, and Maintenance Services Contract, which is more fully described in the Contract Documents.

The District Board of Directors has authorized and delegated to the General Manager the authority to issue contracts for On Call Emergencies, Small Capital Improvement Construction, and Maintenance Service.

Contractor has represented it is qualified to perform all the work required to complete the Project, and the Contractor has agreed to perform all such work in the time and manner set forth in the Contract Documents.

The General Manager has determined that the public interest, convenience, and necessity require the execution of this Contract and its implementation.

Section 2. **Contract Documents**: This Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:

2.1 Statement of Experience and Qualifications

2.2 District Request for Qualification Dated January 30, 2020

2.3 Notice of Award

2.4 Notices to Proceed or Task Orders

2.5 This Contract

2.6 Verification of California Contractor's License

2.7 Contractor's Certificate Regarding Workers' Compensation

2.8 Certificate(s) of Insurance

2.9 General Conditions/Specifications

2.10 Special Provisions

2.11 Plans and Standard Drawings

2.12 Prevailing Wage Scales

2.13 Caltrans Standard Specifications

2.14 Addenda Nos. _____

2.15 Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

Section 3. The Work:

3.1 The work ("Work") to be performed by Contractor is described in the Contract Documents.

3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.

3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all the labor, materials, tools, equipment, services and transportation necessary to perform all the Work.

3.4 Contractor must perform all the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work:

4.1 The term of this agreement is three years (3) from the effective date, unless otherwise terminated as detailed herein.

4.2 Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.

4.3 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather or weather that demonstrably interferes with or impedes Contractor's performance of critical path operations.

4.4 If Contractor is delayed by any cause beyond Contractor's control, District will grant a reasonable time extension for the completion of the Work corresponding to the type and length of the delay. If delay occurs, Contractor must notify District in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with

Contractor's performance of the Work.

Section 5. **Compensation and Payment**:

5.1 Subject to any limitations provided in the Contract Documents, District agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.

5.2 Contractor must furnish District with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.

5.3 District will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The District General Manager may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.

5.4 If District disputes any item on a Pay Estimate, District will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

5.5 For contracts greater than Five Thousand dollars ($5,000), the District may withhold as retention five percent (5%) of all billings and the Compensation until final completion and acceptance of the Project Work.

5.6 Contractor may substitute securities meeting the requirements of Public Contract Code section 22300 for any money withheld by the District to ensure the performance under this Contract.

5.7 Except as to any charges for the Work performed that District disputes and the District's standard five-percent retention of the approved progress payment, District will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes District with a release of all undisputed Contract amounts, whichever occurs later, in accordance with Public Contract Code section 20104.50. Federally funded projects will not have a five-percent retention.

5.8 Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contractor prior to final payment by District.

5.9 In the event there is any claim specifically excluded by Contractor from the operation of any release, District may retain the maximum amount allowable under California law.

Section 6. **Labor Code and Prevailing Wage Requirements**:

6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to District for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at District's Office and available to Contractor and any other interested party upon request.

6.4 No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

6.5 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

6.6 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to District for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay 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.

6.7 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each

craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

6.8 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). District hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: http://www.dir.ca.gov/dlse/cmu/cmu.html.

6.9 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."

Section 7. **Non-Discrimination**:

Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 8. **General Legal Compliance**:

8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Municipal Code.

8.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by District.

8.3 Contractor must maintain a valid California Contractor's License that is required for the Work on this Project throughout the term of this Contract.

8.4 Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from the District, and otherwise comply with Public Contract Code sections 4100 to 4113, as applicable.

Section 9. **Clayton and Cartwright Act Assignments**:

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time District tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 10. **Independent Contractor**:

Contractor is and will at all times remain as to District a wholly independent contractor. Neither District nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of District.

Section 11. **Indemnification**:

11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify District from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend District in all legal, equitable, administrative, or special proceedings, with counsel approved by District, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any District indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any District indemnified party, then Contractor may submit a claim to District for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the District indemnified

party.

11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the District's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. District will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.

11.4 Contractor agrees that settlement of any Claim will require the consent of District. District agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify District for the costs of any such settlement as required under this Contract.

11.5 Contractor's obligation to indemnify District applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

11.6 For the purposes of this section, "District" includes District's officers, officials, employees and agents.

11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 12. <u>Insurance</u>:

12.1 Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("Insurance"), which is made a part of this Contract.

12.2 Pursuant to Labor Code section 1861, by signing this Contract and initialing hereunder the Contractor certifies that:

> I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' 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 this contract.
>
> Contractor's Initials: _____

Section 13. <u>Notice</u>:

13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To District: **Groveland Community Services District**
18966 Ferretti Road
Groveland, CA 95321

Attention: General Manager
(Tel.) 209-962-7161

To Contractor: **Moyle Excavation**
P.O. Box 498
Jamestown, CA 95370

Attention: Irl Moyle
(Tel.) 209-984-4268

13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 14. <u>District Rights of Termination and to Complete the Work:</u>

14.1 The occurrence of any of the following is a default by Contractor under this Contract:

14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.

14.1.2 Contractor fails to complete the Work on time.

14.1.3 Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.

14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.

14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of District in performing the Work.

14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.

14.2 Upon the occurrence of a default by Contractor, District will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to District for the correction or elimination of such default are made, as determined by District, District may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

14.3 If District takes over the Work as provided in this Section, District may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

14.4 If District takes over the Work, District may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by District in obtaining such materials, will be the responsibility of the Contractor.

Section 15. Project Documents: All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of District. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to District in its possession but may retain copies of any of the Project Documents it may desire.

Section 16. General Provisions:

16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

16.2 Assignment. Contractor may not assign this Contract without the prior written consent of District, which consent may be withheld in District's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and District prior to the execution of this Contract.

16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of District or District Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

16.6 Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by District of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Tuolumne. In the event of litigation in a U.S. District Court, venue will be in the United States Court for the Eastern District of California.

[Signatures on the following page.]

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

GROVELAND COMMUNITY SERVICES DISTRICT

_____
Mr. Peter Kampa, General Manager

ATTEST:

_____
Rachel Pearlman, Board Secretary

APPROVED AS TO FORM: LEGAL COUNSEL

_____

CONTRACTOR
(If not an individual, two signatures are required)

_____
Name and Title

_____
Name and Title

VERIFICATION OF CALIFORNIA

CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

License Number	Class	Expiration Date

_____
CONTRACTOR (PRINT OR TYPE)

_____
DATE

_____
CONTRACTOR SIGNATURE

(Public Contract Code § 6100)

CERTIFICATE REGARDING

WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 this contract.

_____
CONTRACTOR NAME (PRINT OR TYPE)

_____
DATE

_____
CONTRACTOR SIGNATURE

EXHIBIT A COMPENSATION

1. **Billing Procedures**:
   Work shall be paid for on **a time and materials basis**. The Contractor shall submit to the District's Project Manager, on a monthly basis, an invoice based on time, materials, and equipment used on the job, including an accounting of the hours by date. All hourly labor and equipment rates shall be listed on the invoice. In addition, backup invoices from all material suppliers shall be attached to the invoice. Payment for the Work shall be in accordance with Caltrans Standard Specifications Section 9-104.

2. **Profit and Overhead**:
   Profit and overhead are limited to a **maximum of 35%** for labor and a **maximum of 15%** for materials. Profit and overhead shall be in accordance with Caltrans Standard Specifications Section 9-104.

3. **Retention**:
   Retention of up to 5% may be withheld at the Project Manager's discretion. Upon completion of the work, final payment including release of any retention shall be made within 30 days of submitting the final invoice.

4. **Labor Compliance**:
   The Contractor shall be paid by the District in accordance with the current California State Prevailing Wage Determination rates for the appropriate job classification. The Contractor is responsible to determine the appropriate wage classification. The District will compensate up to, but not to exceed the appropriate prevailing wage rate. For Contractors, whose labor force is part of a collective bargaining agreement that includes pay rates that exceed the current prevailing wage, the Contractor will not be eligible to claim additional payment from the District.

5. **Equipment Rates**:
   The Contractor shall be compensated by the District in **accordance with the hourly equipment rates listed in the most recent edition of the Caltrans Labor Surcharge and Equipment Rental Rates** as found:

   https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge

6. **Overtime Work or Night Work**:
   All overtime and/or night work shall be preapproved by the District's Project Manager. Additional employee wages, profit and overhead for night and holiday work only may be negotiated.

EXHIBIT B INSURANCE

Insurance Requirements - The Contractor shall, at its sole cost, obtain and maintain, in force and effect for the duration of the Work, including the Guarantee and Warranty periods, insurance of the following types with limits not less than those set forth below, in a company or companies with a Best's rating of no less than A:VII and admitted to issue insurance in the jurisdiction(s) in which all work is to be performed, where the site is located and where any waste is transported or deposited. The Contractor shall require compliance with these Insurance Requirements by its lower tier subcontractors:

1. Workers' Compensation and Employer's Liability Insurance - The Contractor and all Subcontractors shall insure, under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Act amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee. This insurance shall contain a waiver of subrogation against the Tuolumne Utilities District (Owner) and the Project Manager, and each of their officers, employees, agents and consultants.

2. Comprehensive General Liability Insurance (Occurrence Form) ISO Form CG 00 01 10 93 with a full defense and indemnity, and unless modified in the Supplementary Conditions, shall include:
    a. a minimum combined single limit of liability of $1,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damag;

    b. a minimum limit of liability of $1,000,000 each person for personal and advertis ing injury liability;

    c. a minimum limit of liability of $1,000,000 each occurrence for products/complet ed operations liability. The products completed operations liability shall be maintained in full force and effect for not less than 10 years following completion of any of the Contractor's work;

    d. a general aggregate limit of not less than $1,000,000, which shall be provided on a per project basis by means of ISO Endorsement CG 25 03 11 85;

    e. an endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds. Such endorsement shall be made upon an ISO Endorsement CG 20 10 11 85, Additional Insured - Owners, Lessees or Contractor (Form B) and shall state "insurance is primary and all other insurance shall be noncontributory" and shall waive all rights of subrogation against the additional insureds;

    f. XCU coverage for claims arising from explosion, collapse and underground damage;

    g. Accidental spillage, cleanup and other related costs;

    h. Contractual liability coverage for all oral and written contracts including the indemnity provisions contained herein

    i. Deductibles shall not exceed $5,000 per occurrence and shall be the sole

responsibility of the Contractor;

j. Coverage for Cross Liability and coverage for Severability of Interest shall be included;

k. Claims made policies are not acceptable;

3. Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence, and shall include:

    1. An endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds, states such "insurance is primary and all other insurance shall be noncontributory", and waives all rights of subrogation against the additional insureds;

    2. Coverage for Cross Liability and coverage for Severability of Interest.

4. Property Insurance shall be on an all-risk policy form and shall include:
    a. A minimum limit of liability in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles;

    b. The interests of the Owner, the Contractor, the Engineer, and the Design Engineer and each of their officers, employees, agents, consultants, and all tiers of subcontractors, all of whom shall be listed as insureds or additional insureds and the policy shall, by endorsement, waive all rights of subrogation against the insureds and additional insureds and the endorsement shall state: “Subrogation: This insurance shall not be invalidated should the named Insured waive in writing prior to a loss, any right of recovery against any person for loss occurring to the property described.”;

    c. Coverage for the Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, the Contractor shall bear all reasonable costs properly attributable thereto;

    d. Coverage against the perils of fire and extended coverage and all physical loss or damage including, without limitation or duplication of coverage:

        i. lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, aircraft and vehicles;

        ii. theft, vandalism, malicious mischief, and water damage;

        iii. collapse, flood, overflow from bodies of water, landslide, water pressure or earth movement and earthquake;

        iv. removal of debris resulting from an insured loss and demolition occasioned by enforcement of any applicable legal requirements;

        v. falsework, temporary buildings and safety devices used by the Contractor to perform the work;

        vi. portions of the Work stored on and off the site and in transit when such portions

of the Work are included in an Application for Payment;

e. Remaining in full force and effect until the Final Payment has been made to the Contractor. The property insurance policy shall be endorsed to allow for partial use or occupancy by the Owner without permitting a cancellation or lapse of insurance coverage;

f. Deductibles shall not exceed $5,000 per occurrence with a deductible aggregate of $5,000. The Contractor shall pay for deductible losses at no cost to any other insured or additional insured.

Certificates of Insurance:
Prior to beginning any Work, the Contractor shall file with the Owner Certificates of Insurance in a form satisfactory to Owner (ACCORD form) along with a copy of all endorsements. The certificates shall name the Tuolumne Utilities District as an additional insured, shall state "insurance is primary and all other insurance shall be noncontributory", shall waive all rights of subrogation against the additional insureds; and shall also contain a provision that the Owner, shall be notified in writing 30 days before the policies may be canceled or allowed to expire or any reduction in coverage. An additional certificate shall be submitted with the final Application for Payment showing required continuation of coverage beyond the Final Payment.

Property Insurance: Adjustment of Loss. A loss insured under the Contractor's property insurance shall be adjusted with the Contractor and made payable to the Contractor as fiduciary for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Contractor shall deposit the insurance proceeds in a separate account and shall distribute payment to the parties in proportion to their cost for repairing or replacing the damaged Work. The Contractor shall provide a complete audited accounting of the distribution of insurance proceeds to all parties of interest.

GROVELAND COMMUNITY SERVICES DISTRICT
ON-CALL CONSTRUCTION AND MAINTENANCE SERVICES CONTRACT

This contract ("Contract") is effective as of October 14, 2026 and is between the GROVELAND COMMUNITY SERVICES DISTRICT, a California community services district ("District"), and Njirich & Sons Inc., a corporation ("Contractor"), collectively referred to as the "Parties."

Section 1. **Recitals**: This Contract is entered into with respect to the following facts:

District negotiated and approves by Purchase Order and/Task Order the work involved in On-Call Emergency, Small Capital Improvement Construction, and Maintenance Services Contract, which is more fully described in the Contract Documents.

The District Board of Directors has authorized and delegated to the General Manager the authority to issue contracts for On Call Emergencies, Small Capital Improvement Construction, and Maintenance Service.

Contractor has represented it is qualified to perform all the work required to complete the Project, and the Contractor has agreed to perform all such work in the time and manner set forth in the Contract Documents.

The General Manager has determined that the public interest, convenience, and necessity require the execution of this Contract and its implementation.

Section 2. **Contract Documents**: This Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:

2.1 Statement of Experience and Qualifications

2.2 District Request for Qualification Dated January 30, 2020

2.3 Notice of Award

2.4 Notices to Proceed or Task Orders

2.5 This Contract

2.6 Verification of California Contractor's License

2.7 Contractor's Certificate Regarding Workers' Compensation

2.8 Certificate(s) of Insurance

2.9 General Conditions/Specifications

2.10 Special Provisions

2.11 Plans and Standard Drawings

2.12 Prevailing Wage Scales

2.13 Caltrans Standard Specifications

2.14 Addenda Nos. _____

2.15 Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

Section 3. The Work:

3.1 The work ("Work") to be performed by Contractor is described in the Contract Documents.

3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.

3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all the labor, materials, tools, equipment, services and transportation necessary to perform all the Work.

3.4 Contractor must perform all the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work:

4.1 The term of this agreement is three years (3) from the effective date, unless otherwise terminated as detailed herein.

4.2 Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.

4.3 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather or weather that demonstrably interferes with or impedes Contractor's performance of critical path operations.

4.4 If Contractor is delayed by any cause beyond Contractor's control, District will grant a reasonable time extension for the completion of the Work corresponding to the type and length of the delay. If delay occurs, Contractor must notify District in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with

Contractor's performance of the Work.

Section 5. **Compensation and Payment**:

5.1 Subject to any limitations provided in the Contract Documents, District agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.

5.2 Contractor must furnish District with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.

5.3 District will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The District General Manager may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.

5.4 If District disputes any item on a Pay Estimate, District will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

5.5 For contracts greater than Five Thousand dollars ($5,000), the District may withhold as retention five percent (5%) of all billings and the Compensation until final completion and acceptance of the Project Work.

5.6 Contractor may substitute securities meeting the requirements of Public Contract Code section 22300 for any money withheld by the District to ensure the performance under this Contract.

5.7 Except as to any charges for the Work performed that District disputes and the District's standard five-percent retention of the approved progress payment, District will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes District with a release of all undisputed Contract amounts, whichever occurs later, in accordance with Public Contract Code section 20104.50. Federally funded projects will not have a five-percent retention.

5.8 Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contractor prior to final payment by District.

5.9 In the event there is any claim specifically excluded by Contractor from the operation of any release, District may retain the maximum amount allowable under California law.

Section 6. **Labor Code and Prevailing Wage Requirements**:

6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to District for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at District's Office and available to Contractor and any other interested party upon request.

6.4 No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

6.5 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

6.6 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to District for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay 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.

6.7 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each

craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

6.8 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). District hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: http://www.dir.ca.gov/dlse/cmu/cmu.html.

6.9 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."

Section 7. **Non-Discrimination**:

Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 8. **General Legal Compliance**:

8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Municipal Code.

8.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by District.

8.3 Contractor must maintain a valid California Contractor's License that is required for the Work on this Project throughout the term of this Contract.

8.4 Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from the District, and otherwise comply with Public Contract Code sections 4100 to 4113, as applicable.

Section 9. **Clayton and Cartwright Act Assignments**:

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time District tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 10. **Independent Contractor**:

Contractor is and will at all times remain as to District a wholly independent contractor. Neither District nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of District.

Section 11. **Indemnification**:

11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify District from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend District in all legal, equitable, administrative, or special proceedings, with counsel approved by District, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any District indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any District indemnified party, then Contractor may submit a claim to District for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the District indemnified

party.

11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the District's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. District will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.

11.4 Contractor agrees that settlement of any Claim will require the consent of District. District agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify District for the costs of any such settlement as required under this Contract.

11.5 Contractor's obligation to indemnify District applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

11.6 For the purposes of this section, "District" includes District's officers, officials, employees and agents.

11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 12. <u>Insurance</u>:

12.1 Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("Insurance"), which is made a part of this Contract.

12.2 Pursuant to Labor Code section 1861, by signing this Contract and initialing hereunder the Contractor certifies that:

> I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' 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 this contract.
>
> Contractor's Initials: _____

Section 13. <u>Notice</u>:

13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To District: **Groveland Community Services District**
18966 Ferretti Road
Groveland, CA 95321

Attention: General Manager
(Tel.) 209-962-7161

To Contractor: **Njirich & Sons, Inc.**
19970 Kelly Dr
Sonora, CA 95370

Attention: Shelly Njrich
(Tel.) 209-533-2268

13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 14. <u>District Rights of Termination and to Complete the Work:</u>

14.1 The occurrence of any of the following is a default by Contractor under this Contract:

14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.

14.1.2 Contractor fails to complete the Work on time.

14.1.3 Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.

14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.

14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of District in performing the Work.

14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.

14.2 Upon the occurrence of a default by Contractor, District will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to District for the correction or elimination of such default are made, as determined by District, District may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

14.3 If District takes over the Work as provided in this Section, District may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

14.4 If District takes over the Work, District may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by District in obtaining such materials, will be the responsibility of the Contractor.

Section 15. Project Documents: All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of District. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to District in its possession but may retain copies of any of the Project Documents it may desire.

Section 16. General Provisions:

16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

16.2 Assignment. Contractor may not assign this Contract without the prior written consent of District, which consent may be withheld in District's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and District prior to the execution of this Contract.

16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of District or District Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

16.6 Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by District of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Tuolumne. In the event of litigation in a U.S. District Court, venue will be in the United States Court for the Eastern District of California.

[Signatures on the following page.]

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

GROVELAND COMMUNITY SERVICES DISTRICT

_____
Mr. Peter Kampa, General Manager

ATTEST:

_____
Rachel Pearlman, Board Secretary

APPROVED AS TO FORM: LEGAL COUNSEL

_____

CONTRACTOR
(If not an individual, two signatures are required)

_____
Name and Title

_____
Name and Title

VERIFICATION OF CALIFORNIA

CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

License Number	Class	Expiration Date

_____
CONTRACTOR (PRINT OR TYPE)

_____
DATE

_____
CONTRACTOR SIGNATURE

(Public Contract Code § 6100)

CERTIFICATE REGARDING

WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 this contract.

_____
CONTRACTOR NAME (PRINT OR TYPE)

_____
DATE

_____
CONTRACTOR SIGNATURE

EXHIBIT A COMPENSATION

1. **Billing Procedures**:
   Work shall be paid for on **a time and materials basis**. The Contractor shall submit to the District's Project Manager, on a monthly basis, an invoice based on time, materials, and equipment used on the job, including an accounting of the hours by date. All hourly labor and equipment rates shall be listed on the invoice. In addition, backup invoices from all material suppliers shall be attached to the invoice. Payment for the Work shall be in accordance with Caltrans Standard Specifications Section 9-104.

2. **Profit and Overhead**:
   Profit and overhead are limited to a **maximum of 35%** for labor and a **maximum of 15%** for materials. Profit and overhead shall be in accordance with Caltrans Standard Specifications Section 9-104.

3. **Retention**:
   Retention of up to 5% may be withheld at the Project Manager's discretion. Upon completion of the work, final payment including release of any retention shall be made within 30 days of submitting the final invoice.

4. **Labor Compliance**:
   The Contractor shall be paid by the District in accordance with the current California State Prevailing Wage Determination rates for the appropriate job classification. The Contractor is responsible to determine the appropriate wage classification. The District will compensate up to, but not to exceed the appropriate prevailing wage rate. For Contractors, whose labor force is part of a collective bargaining agreement that includes pay rates that exceed the current prevailing wage, the Contractor will not be eligible to claim additional payment from the District.

5. **Equipment Rates**:
   The Contractor shall be compensated by the District in **accordance with the hourly equipment rates listed in the most recent edition of the Caltrans Labor Surcharge and Equipment Rental Rates** as found:

   https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge

6. **Overtime Work or Night Work**:
   All overtime and/or night work shall be preapproved by the District's Project Manager. Additional employee wages, profit and overhead for night and holiday work only may be negotiated.

EXHIBIT B INSURANCE

Insurance Requirements - The Contractor shall, at its sole cost, obtain and maintain, in force and effect for the duration of the Work, including the Guarantee and Warranty periods, insurance of the following types with limits not less than those set forth below, in a company or companies with a Best's rating of no less than A:VII and admitted to issue insurance in the jurisdiction(s) in which all work is to be performed, where the site is located and where any waste is transported or deposited. The Contractor shall require compliance with these Insurance Requirements by its lower tier subcontractors:

1. Workers' Compensation and Employer's Liability Insurance - The Contractor and all Subcontractors shall insure, under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Act amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee. This insurance shall contain a waiver of subrogation against the Tuolumne Utilities District (Owner) and the Project Manager, and each of their officers, employees, agents and consultants.

2. Comprehensive General Liability Insurance (Occurrence Form) ISO Form CG 00 01 10 93 with a full defense and indemnity, and unless modified in the Supplementary Conditions, shall include:
    a. a minimum combined single limit of liability of $1,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damag;

    b. a minimum limit of liability of $1,000,000 each person for personal and advertis ing injury liability;

    c. a minimum limit of liability of $1,000,000 each occurrence for products/complet ed operations liability. The products completed operations liability shall be maintained in full force and effect for not less than 10 years following completion of any of the Contractor's work;

    d. a general aggregate limit of not less than $1,000,000, which shall be provided on a per project basis by means of ISO Endorsement CG 25 03 11 85;

    e. an endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds. Such endorsement shall be made upon an ISO Endorsement CG 20 10 11 85, Additional Insured - Owners, Lessees or Contractor (Form B) and shall state "insurance is primary and all other insurance shall be noncontributory" and shall waive all rights of subrogation against the additional insureds;

    f. XCU coverage for claims arising from explosion, collapse and underground damage;

    g. Accidental spillage, cleanup and other related costs;

    h. Contractual liability coverage for all oral and written contracts including the indemnity provisions contained herein

    i. Deductibles shall not exceed $5,000 per occurrence and shall be the sole

responsibility of the Contractor;

j. Coverage for Cross Liability and coverage for Severability of Interest shall be included;

k. Claims made policies are not acceptable;

3. Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence, and shall include:

    1. An endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds, states such "insurance is primary and all other insurance shall be noncontributory", and waives all rights of subrogation against the additional insureds;

    2. Coverage for Cross Liability and coverage for Severability of Interest.

4. Property Insurance shall be on an all-risk policy form and shall include:
    a. A minimum limit of liability in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles;

    b. The interests of the Owner, the Contractor, the Engineer, and the Design Engineer and each of their officers, employees, agents, consultants, and all tiers of subcontractors, all of whom shall be listed as insureds or additional insureds and the policy shall, by endorsement, waive all rights of subrogation against the insureds and additional insureds and the endorsement shall state: “Subrogation: This insurance shall not be invalidated should the named Insured waive in writing prior to a loss, any right of recovery against any person for loss occurring to the property described.”;

    c. Coverage for the Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, the Contractor shall bear all reasonable costs properly attributable thereto;

    d. Coverage against the perils of fire and extended coverage and all physical loss or damage including, without limitation or duplication of coverage:

        i. lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, aircraft and vehicles;

        ii. theft, vandalism, malicious mischief, and water damage;

        iii. collapse, flood, overflow from bodies of water, landslide, water pressure or earth movement and earthquake;

        iv. removal of debris resulting from an insured loss and demolition occasioned by enforcement of any applicable legal requirements;

        v. falsework, temporary buildings and safety devices used by the Contractor to perform the work;

        vi. portions of the Work stored on and off the site and in transit when such portions

of the Work are included in an Application for Payment;

e. Remaining in full force and effect until the Final Payment has been made to the Contractor. The property insurance policy shall be endorsed to allow for partial use or occupancy by the Owner without permitting a cancellation or lapse of insurance coverage;

f. Deductibles shall not exceed $5,000 per occurrence with a deductible aggregate of $5,000. The Contractor shall pay for deductible losses at no cost to any other insured or additional insured.

Certificates of Insurance:
Prior to beginning any Work, the Contractor shall file with the Owner Certificates of Insurance in a form satisfactory to Owner (ACCORD form) along with a copy of all endorsements. The certificates shall name the Tuolumne Utilities District as an additional insured, shall state "insurance is primary and all other insurance shall be noncontributory", shall waive all rights of subrogation against the additional insureds; and shall also contain a provision that the Owner, shall be notified in writing 30 days before the policies may be canceled or allowed to expire or any reduction in coverage. An additional certificate shall be submitted with the final Application for Payment showing required continuation of coverage beyond the Final Payment.

Property Insurance: Adjustment of Loss. A loss insured under the Contractor's property insurance shall be adjusted with the Contractor and made payable to the Contractor as fiduciary for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Contractor shall deposit the insurance proceeds in a separate account and shall distribute payment to the parties in proportion to their cost for repairing or replacing the damaged Work. The Contractor shall provide a complete audited accounting of the distribution of insurance proceeds to all parties of interest.