REQUEST FOR PROPOSAL
2021 FORD F650 2WD CHASSIS FLAT BED BUILD

PROPOSALS DUE:
September 10, 2020 by 4:00 pm
Vista Irrigation District
RFP - 2021 FORD F650 2WD CHASSIS FLAT BED BUILD

Request for Proposal

Vista Irrigation District (“District”) will be accepting proposals from qualified contractors to fabricate and install a flat truck bed to District specifications with a crane and air compressor on a 2021 F650.

BACKGROUND:

Vista Irrigation District was organized in September 1923. Its mission is to provide a safe and reliable supply of water to its customers. The District currently serves 28,700 accounts with a population of 137,000 people.

A five-member Board of Directors (“Board”) governs the District. The General Manager and administrative staff implement the policies approved by the Board of Directors and handle the District’s day-to-day operations.

The service area lies within the northwestern quadrant of San Diego County, encompassing approximately 21,200 acres in its service area. Historically, the District has received 30% of its water supply from Lake Henshaw, which along with the surrounding 43,000-acre Warner Ranch is owned and operated by the District. The remaining 70% of the District’s supply comes from purchased water sources, including the Colorado River, desalinated seawater and the Sacramento River/San Joaquin River Delta in Northern California. These sources are conveyed to the District via aqueducts owned and operated by water wholesalers, the Metropolitan Water District of Southern California and the San Diego County Water Authority.

OBJECTIVES:

The District needs a company experienced in the fabrication and installation of custom truck beds to fabricate and install a flat truck bed to District specifications with a crane and air compressor on a 2021 F650.

VEHICLE DESCRIPTION:

FORD F650 REGULAR CAB DIESEL/CHASSIS 4x2, 6.7L diesel engine, with 270 HP, 675 lbs/ft torque, 6 speed HD auto transmission, 26,000 lbs GVWR, 8,500# front axle and suspension, 17,500 # rear axle and 19,000 # rear suspension, air brakes, 50 gallon fuel tank, 11R22.5 Load Range “G” tires – all position tread, XL Trim, 176-inch WB / 102-inch CA.
PROJECT REQUIREMENTS:

1. All work shall be accomplished in accordance with all applicable Federal, State and local codes.
2. All work shall be completed at the contractor’s shop location, which must be located in Southern California. District shall provide delivery and pick-up upon completion.
3. The contractor shall be responsible for acquiring all permits required for the project.
4. Workmanship to be warranted for one (1) year from project completion.
5. Procurement of specified air compressor shall require no less than three competitive bids.
6. Any modifications or deviations from the scope of work shall require District approval.
7. The Contractor shall enter into Vista Irrigation District’s Agreement for Services contract, sample provided separately, email VidPurchasing@vidwater.org for details. An official agreement shall be prepared by the District and forwarded to the Contractor for execution upon award of the project.

SCOPE OF WORK:

FLATBED BODY

- 12 foot long by 8-foot wide flatbed installed with an additional 20-inch long by 8-foot wide drop work surface/top of a through toolbox welded to rear of truck chassis and bed. The cab protector portion of the flatbed shall contain sufficient expanded metal or metal mesh to provide rearview vision from rearview mirror inside cab of truck. Flatbed floor shall be steel diamond plate of sufficient thickness to support heavy tools and debris. Distance from bed top surface to top of drop down work surface shall be 10-inches with access doors on both sides of through toolbox. Through toolbox dimensions are 16-inches high by 24-inches wide and 8 feet long to match the width of the rear of the flatbed platform. The access doors should be 20-inches wide, leaving approximately 4-inches of empty cavity in rear of through toolbox. On the top rear edge of through toolbox, above rear 4-inch wide cavity, a 2-inch by 2-inch by 8 foot long, ¼-inch thick piece of angle iron shall be incorporated into toolbox so that angle iron is facing up with open “V” to allow pipe to be set into groove without rolling. Inside the through toolbox, the remaining 4-inch cavity to the rear of the access doors and under the angle iron can be segregated from the rest of the interior to protect lighting and trailer receptacle wiring from shovels and tools when placed in toolbox. A full-width step with a removable center section (from 2-inch receiver sleeve) extending approximately 8-inches from the bottom rear of through toolbox shall be installed and have top surface consisting of expanded metal or some other form of traction to prevent slipping. All bed lights shall be long life, LED flush-mounted lights. The front of the flatbed on the curbside just behind the cab protector shall have a portion of the bed cut out or manufactured without a portion in the bed and install a tall cabinet with the purpose of holding oxygen and acetylene bottles in its place. The cabinet shall meet all California and Federal safety requirements for carrying and transporting such tanks. The cabinet’s inside dimensions shall be at least 59-inches high by 30-inches wide and 18-inch deep. The bottom of the cabinet should have roughly 18-inches of clearance from the ground or the minimum clearance required so as not to interfere with the ground during
normal driving including entering and exiting parking lot aprons or driving over curbs or speed bumps. The outside of the cabinet door shall be flush with the edge of the rest of the flatbed and the door shall open freely 180 degrees with some form of door to bed protection/retention. A standard 2 ½-inch hitch receiver (CD class 5) shall be installed with a 2-inch adapter. Install and make all necessary wiring connections for a 6-way trailer light receptacle. All metal surfaces of flatbed including floor, drop down work surface, through toolbox and weld tank cabinet shall be powder coated or painted with a quality gloss black finish on top of a quality primer base. (see attached drawings/pictures)

- 12 feet long by 8 feet wide
- 5-inch by 2-inch by 3/16-inch rectangle tube side and end rails
- 4-inch channel cross members on 16-inch centers
- 3/16-inch steel tread plate decking
- Full cab height 50/50 header. Expanded metal/diamond plate
- LED marker lights
- Custom vented torch cabinet recessed & installed curbside front of flatbed
- 20-inch long by 8-feet wide rear work deck
- Custom through toolbox in work deck per specification
- Two (2) access doors on work deck with T-handles
- 8-foot V-groove across rear of work deck
- Full width rear step with removable center section
- 2 1/2-inch hitch receiver with d-rings
- Primer and painted gloss black

AUTO CRANE ECONO-TON IIR

- A 12V DC powered crane with at least a 1.5 HP winch motor and a lifting capacity of 2,000 lbs. shall be mounted to the driver’s side rear corner of the flatbed. The crane and its mounting shall comply with the OSHA Truck Crane Stability Requirements as specified by 29 CFR part 1910.180 (C) (1). The crane shall have at least 35 feet of at least 3/16-inch wire rope with a swivel hook with latch installed on the end of the cable. The crane shall have the ability to be rotated either manually or by means of electric motor. The crane shall be wired directly to truck battery with appropriate circuit fault protection. The crane shall be operated via a remote wired pendant or wireless remote pendant.
  - 2,000 pound lift (maximum)
  - 6,500 ft-lb capacity
  - Standard pedestal
  - 4 foot 2-inch to 7 foot 1-inch manual telescopic boom
  - 355 degree electric power rotation
  - Manual crank jack installed street side rear under crane
  - 10 foot remote control pendant
  - 25 feet of ¼-inch 4,200 pound breaking strength cable
  - 20 feet high current battery cable
  - Battery cut off switch
  - Emergency horn
  - Mounted street side rear
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VANAIR MODEL UNDERDECK SIDE MOUNT 185

- A Vanair model UDSM 185 PTO driven air compressor manufactured for Ford 2WD Super Duty vehicles shall be installed with easy access to all serviceable areas of both compressor and truck. The cooler for the compressor shall be mounted horizontally above the truck cab and attached to the top front cab protector of bed with cooler hoses running between back of cab and bed. The installation of the PTO shaft may require the relocation of the Diesel Fuel Conditioning Module (DFCM) under the truck to insure serviceability of the fuel filter and shall be installed using Ford’s relocation kit using genuine Ford parts and fuel lines.
- Procurement of Vanair air compressor shall require no less than three competitive bids. Contractor shall submit a bid summary to the District for approval prior to air compressor purchase.

- PTO driven underdeck air compressor
- 185 CFM @ 100-150 PSI
- 1310 Series PTO to Compressor Driveline as needed
- V-TEC controller and wire harness
- Ford OEM DFCM relocation kit JC4Z-9S317-C or updated part number (if required)
- Muncie FR6Q PTO for Ford auto transmission
- Fluid Cooler Compressor installed on flatbed header
- All required hoses
- Reel Craft hose reel mounted curbside under body with 50 feet of 1-inch air hose. Spring retractable
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INSTALLATION OF COOLER, EXPANDED METAL and DIAMOND PLATE

COOLER FOR VAN AIR COMPRESSOR
MOUNTED HORIZONTALLY TO FRONT
OF CAB PROTECTOR OVER CAB-
(HOSES RUN BETWEEN BED & CAB)

EXPANDED METAL MESH
COVERING OPENING, WELDED
TO REAR FACE OF CAB
PROTECTOR

DIAMOND PLATE
FABRICATION OF REAR WORK DECK

8' V-groove across rear of work deck
Only the items on the Fee Response Sheet will be pay items. Respondents should include all mobilization, labor, equipment, materials, testing, borings, and travel etc., to the final overall cost. So the District can make an informed decision, respondent shall attach all supplemental documents, such as, material brochures and specifications to the Fee Response Sheet.

EVALUATION CRITERIA AND RESPONSE REQUESTED:

Your proposal will be reviewed and evaluated based on your company’s overall qualifications. Proposals should be concise and to the point to facilitate ease of evaluation. Your company will be judged on the following criteria and not solely on the lowest fee. At a minimum, the proposal must include:

a) References are required if your company has not previously contracted with the District in the past two (2) years. At least three (3) references (names and current phone numbers) from recent work (within the last three years) similar to this project’s size and scope.
b) Experienced company in the Southern California area.
c) Verifiable experience on projects of similar size and scope.
d) Insurance coverage as described in Attachment 2 is mandatory. In particular, the endorsement referred to below must be produced before work can start:

The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

e) Any Contractor awarded a contract by the District in excess of $25,000.00 must file a payment bond with the District. Any Contractor awarded a contract by the District in excess of $60,000.00 must file a payment and performance bond with the District.

PAYMENT BOND: The Bidder to whom the award is made shall be required at the time of the execution of the Agreement to furnish a Payment Bond in an amount not less than one hundred percent (100%) of the total bid price. The Payment Bond shall provide that if the direct Contractor or a subcontractor fails to pay any of the following, the surety will pay the obligation and, if an action is brought to enforce the liability on the bond, reasonable attorneys’ fees, to be fixed by the court:

1) A person authorized under California Civil Code Section 9100 to assert a claim against a payment bond.
2) Amounts due under the California Unemployment Insurance Code with respect to work or labor performed pursuant to the public works contract.
3) Amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work and labor.

This bond shall be secured from an admitted surety company, shall be submitted on the prescribed bond form, and the premiums thereon shall be paid by the successful Bidder. The Payment Bond shall remain in full force and effect through the guarantee period as specified in the General Provisions.

f) Total overall costs: Fee Response Sheet (Attachment 1) with lump sum not-to-exceed price for providing the labor and materials described in this RFP. Price must be firm for sixty (60) days.

SELECTION PROCESS:

Vista Irrigation District will award the work to the contractor having the combination of price, qualifications, experience, and scheduling most advantageous to the District. The District reserves the right to reject any or all proposals and to waive irregularities in the proposals.

Submit your sealed written proposal no later than 4:00 pm on Thursday, September 10, 2020 via mail to Vista Irrigation District, 1391 Engineer Street, Vista, California 92081-8840; (Attn: Christina Moyer, Purchasing Agent). Bids will be opened at the District at this time.

The District’s office is currently closed as a precautionary measure due to the COVID-19 pandemic. To comply with the State’s Executive Orders related to COVID-19, parties submitting proposals will not be able to attend the proposal opening (immediately following the deadline) in person. However, interested parties may participate in the proposal opening via teleconferencing line by calling (877) 873-8018; Pass Code 474698#. Please note that the teleconferencing line capacity is limited and phone or data charges from your carrier may apply.

Questions:

If you have any questions regarding the specification and bid submittal, please submit all questions in writing to VIDPurchasing@vidwater.org. Your cooperation is greatly appreciated.
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**Attachments:**

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ATTACHMENT 1
FEE RESPONSE SHEET

**Please fill out the form below**

Job Name: 2021 FORD F650 2WD CHASSIS FLAT BED BUILD

Company Name: ________________________________

Address: ______________________________________

Phone Number: _________________________________

Representative Name: ___________________________

E-mail address: _________________________________

**Total Costs:**
**including tax and labor** ______________________________

Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a Contract with the District in the form set forth in the Contract Documents and will accept in full payment thereof the following prices, given above.

Signature       Date

_________________________________________   __________________

*Please attach all supplemental documents to the Fee Response Sheet*
Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. **General Liability:** $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the general and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per occurrence for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the
CONTRACTOR's insurance, using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute within.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The CONTRACTOR shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

Verification of Coverage

CONTRACTOR shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
ATTACHMENT 3
STATE LAW MANDATED CONTRACT PROVISIONS

A. **Licenses.** The CONTRACTOR shall be properly licensed and shall not employ a subcontractor who is debarred pursuant to California Labor Code Sections 1777.1 and 1777.7.

B. **Assignment of Rights.** By entering into this Agreement, the CONTRACTOR offers and agrees to assign to the 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 Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

C. **Trenches.**

1. If the CONTRACTOR is required to dig a trench or other excavation that extends deeper than four feet below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT of the following:

   a. Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that are required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;

   b. Subsurface or latent physical conditions at the site differing from those indicated; and

   c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.

2. Upon notice, if the DISTRICT determines after an investigation that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, the DISTRICT may issue a change order to reflect the differing conditions.

   a. For all Agreements involving an expenditure of $25,000 or more where an excavation of any trench five (5) feet or more in depth is expected, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The project shall not proceed unless
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the DISTRICT or a registered civil or structural engineer, employed by the DISTRICT, to whom authority to accept has been delegated, approves such plan.

D. **Excavation Requirements.**

1. CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:

   a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

   b. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

   c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

2. The DISTRICT shall promptly investigate any aforementioned reported conditions and, if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR’s cost of, or the time required for, performance of any part of the work, then the DISTRICT shall issue a change order under the procedures described in the Contract Documents to reflect the increase or decrease in cost.

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

E. **Third Party Claims.** Both the DISTRICT and CONTRACTOR shall timely notify the other party upon receipt of any third-party claim relating to the project.

F. **Retention of Securities.** The CONTRACTOR may substitute securities for any monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR.
Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the DISTRICT, pursuant to the terms of Section 22300 of the California Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the DISTRICT. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

G. Enforcement of Wage Laws. The statutory provisions for penalties for failure to pay prevailing wages, if applicable, and for failure to comply with all applicable wage and hour laws will be enforced by the DISTRICT.

H. Relocation of Utilities. CONTRACTOR shall be compensated on the same basis and as it is being paid under this Agreement for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the DISTRICT or the owner of the utility to provide for removal or relocation of such utility.

If the CONTRACTOR while performing the Contract discovers utility facilities not identified by THE DISTRICT in the Contract plans or specifications, it shall immediately notify THE DISTRICT and the owner of the utility in writing.

I. Resolution of Payment Disputes. The DISTRICT’s payment of any undisputed Contract amount to CONTRACTOR is contingent upon CONTRACTOR furnishing the DISTRICT with a release of all claims against the DISTRICT arising by virtue of this Contract related to those amounts.

J. Child and Family Support. CONTRACTOR acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code. CONTRACTOR further acknowledges that, to the best of its knowledge, CONTRACTOR has fully complied with the earnings assignment order of all employees and has provided
the names of all new employees to the New Hire Registry maintained by the Employment Development Department, regardless of what agency grants the funds.

K. **Interest on Progress Payment Requests.** Pursuant to California Public Contract Code Section 20104.50, whenever the CONTRACTOR properly files a request for payment, and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the DISTRICT shall include interest at the legal rate set forth pursuant to Section 685.010 of the California Code of Civil Procedure if payment has not been made by the thirtieth (30th) day after the proper submission of the claim. If a request for payment has not been properly filed at an earlier date, then the request shall be deemed to be properly filed on the next business day after the CONTRACTOR provides written notification to the DISTRICT or Engineer that the CONTRACTOR accepts the final estimate as prepared by the DISTRICT.

L. **Workers’ Compensation.** CONTRACTOR acknowledges that in accordance with the provisions of Section 3700 of the California Labor Code, it will secure the payment of compensation to its employees, and by executing the Contract CONTRACTOR certifies as follows: “I am aware of the provisions of Section 3700 of the California 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.”