Butte County Resource Conservation District

Bid Packet

Restoration of Walnut Orchard Bidwell-Sacramento River State Park

Butte County, California

Bids are Due on or Before

4:30 PM Wednesday, March 25, 2020

Project Contact:
Butte County Resource Conservation District
Attn: Thad Walker
150 Chuck Yeager Way, Suite A
Oroville, CA 95965
Restoration of Walnut Orchard Bidwell-Sacramento River State Park
Butte County, California
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Restoration of Walnut Orchard Bidwell-Sacramento River State Park
Butte County, California

Section 1: Notice to Bidders

The Butte County Resource Conservation District (BCRCD) is seeking bids from qualified contractors for the Riparian Restoration of Walnut Orchard Bidwell-Sacramento River State Park.

Sealed proposals will be received at the office of the Butte County Resources Conservation District, Attn: BCRCD Board of Directors, 150 Chuck Yeager Way, Suite A, Oroville CA 95965. Until March 25, 2020 at 4:30 PM. Bids will be opened at the Butte County Resource Conservation District Board of Directors Meeting on March 26, 2020 at approximately 9:15 AM at Butte County Public Health, 202 Mira Loma Drive, Klamath Conference Room, Oroville, CA 95965.

Project Information Access - All bid documents will be available for review (Monday-Friday) beginning February 24 from 8:30 AM until 4:30 PM at:

Butte County Resource Conservation District
150 Chuck Yeager Way, Suite A
Oroville, CA 95965

There is a Mandatory Pre-Bid Meeting on Monday, March 2nd at 10:00 AM at the Bidwell-Sacramento River State Park, Pine Creek Day Use Area located at the South End of Scotty's Landing off River Road. In order to bid on the project you must have a representative present at the pre-bid meeting and worksite review.

Sealed bid proposals must include:
Section 5- Bid Proposal Form
Section 6- Non Collusion Affidavit
Section 7- Designation of Subcontractors
Section 8- Bidders Experience Questionnaire
Section 9- Bidders Bond

Bids are required for the entire work described herein. This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Contract items of work and quantities thereof for which payment will be made under this contract are contained in the proposal. The items of work and quantities are given as a basis for the comparison of bids and the BCRCD does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Project Manager.
The Contractor shall furnish all labor, equipment, materials, supplies, and incidentals necessary to complete the Restoration of Walnut Orchard Bidwell-Sacramento River State Park.

The work herein described will fall into the category of public works project for Federal and State requirements. The Contractor certifies that it is aware of and shall abide by all applicable Federal and State laws concerning the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5, 1720.4 and 1813; Public Resources Code Section 75075a as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws)) which require the payment of prevailing wage rates and the performance of other requirements subcontracted labor used in the execution of this agreement. The Contractor is required to comply with all of the terms and conditions (Including Federal and State General Prevailing Wage Requirements) prescribed for contractors performing work on public works projects.

BCRCD reserves the right to accept the bid which is in the best interests of BCRCD event if it is not the lowest. BCRCD has the right to waive irregularities in any bid, or to reject any and all bid proposals. Each bidder must be appropriately licensed in the State of California for the project as required by law.
**Restoration of Walnut Orchard Bidwell-Sacramento River State Park**  
*Butte County, California*

**Section 2: Project Description/ Scope of Work**

1. **Completion Date**  
The work completion date is established as June 30, 2023. All work must be completed by this date.

2. **Purpose**  
This project will actively restore 25 acres of existing walnut orchards along the left bank of the Sacramento River near Chico, CA on a property owned and managed by the California Department of Parks and Recreation (State Parks) known as the Brayton property. Restoration activities for this project include: updating the existing restoration plan, removal of 25 acres of mature walnut orchard, site preparation, irrigation system installation, planting 9,300 native riparian plants, three years of establishment, maintenance and monitoring. The Butte County Resource Conservation District (BCRCD) is serving as the Project Manager.

3. **Project Specific Scope of Work- THIS PROJECT ONLY INVOLVES ITEM A IN SECTION 15 (ITEM B,C, AND D ARE NOT PART OF THIS PROJECT)**
   3.1. **Task 1- Project Management and Administration**  
   Work performed by the contractor under this task includes managing the contract agreement, subcontract agreements, adhering to project scope, developing project schedule of activities, managing the budget so the project comes in on-time/ in-budget, and with the highest level of efficiency and merit. Contractor must maintain regular and professional communication with State Parks and BCRCD. Invoices will be prepared and submitted to BCRCD on a monthly basis by the contractor.

   3.2. **Task 2- Update Restoration Plan**  
   This task includes all work to update the existing Habitat Restoration Plan (Section 15). The existing plan will be updated to include restoration implantation methods and make recommendations for changes to the Plant Palette, Appendix. This task will be completed by the contractor in coordination with State Parks and Butte County RCD staff.

   3.3. **Task 3- Orchard Removal**  
   This task includes all work required to remove 25 acres of existing walnut orchards from the project site. Prior to starting work, orchard trees will be surveyed for nesting birds by State Parks Natural Resources staff. Trees will be knocked over with a dozer or excavator to uproot the stumps. Root Balls will be removed using chainsaws. Trunks and branches will be chipped and hauled to the nearest biomass power plant for disposal.
Smaller limbs will be burned on site as needed and permitted. Due to high soil content, stumps and rootballs will be chipped separately and the biomass spread on the site and incorporated into the soil. All tasks associated within cultural site will be overseen by a Mechoopda Tribal Monitor (see avoidance measures- Section 12)

3.4. **Task 4- Site Preparation**

This task will be completed by contractor with State Parks and BCRCD providing management and oversight.

3.4.1. Ripping and Root Picking- Orchard removal areas will be ripped 12” deep with a dozer to bring up residual roots. Roots will be handpicked, placed into piles, and chipped. Root chips will be spread and incorporated into the soil.

3.4.2. Disking and Land Planing- All field will be disked in two perpendicular passes. Contractor will coordinate with State Parks, BCRCD, and Cultural Monitor. Following disking, the entire project area will be floated with a tri-plane to level and smooth the surface.

3.4.3. Weed Control- Invasive weeds will be controlled through timed herbicide applications. An aggressive herbicide treatment will eliminate the weed seed back in the soil, thus surpassing future weed growth. The contractor will submit a copy of the Butte County Pesticide Use Permit to State Parks and BCRCD with quarterly reports and MSDS for all chemicals used will be available upon request.

3.4.4. Pulling Planting Berms- A tractor mounted with a ridger will pull planting berms across the site, similar to the way conventional orchards are planted. Berms will be installed parallel to the flood flows per the restoration plan.

3.5. **Task 5- Irrigation Installation**

This task will be completed by contractor with State Parks and BCRCD providing oversight.

3.5.1. Irrigation System Design- Develop design with an agricultural irrigation design supplier for a drip system. Design drawings will be submitted to State Parks and BCRCD for approval prior to materials and supplies being ordered or purchased.
3.5.2. **Pumps-** replace well pump as needed to meet the demands of the irrigation system and schedule. Pump should allow capacity to run all the irrigation infrastructure at the same time.

3.5.3. **Install Mainlines and Manifold Pipe-** PVC mainline pipe will be installed and connected to the well pumps. Pipes will be buried at select locations to prevent damage from vehicles and equipment.

3.5.4. **Install Drip Tubes-** Drip tube with inline emitters will be manufactured to align with the spacing of the plants. Drip tube will be laid along the top of the planting berms with three (3) emitters spaced 12” apart occurring at every plant location.

3.6. **Task 6- Planting**

This task will be completed by contractor with oversight from State Parks and BCRCD.

3.6.1. **Plant Location Layout-** Individual plant locations will be laid out prior to planting per the Restoration Plan (Section 15). Planting tiles will be entered into a database with adhesive labels printed on rolls in sequence of each planting row. Field crews are then able to quickly and effectively label individual plant locations by walking down each row, folding the next label around a bamboo stake, and place the stake at the next drip emitter location. Contractor will conduct QA/ QC will check the accuracy of plant layout and design.

3.6.2. **Planting-** A minimum of 9,300 riparian trees, shrubs, and herbaceous species will be planted along the planting berms at emitter locations. Most species will come from potted stock; herbaceous species will be planted from plugs; and willows, cottonwood, and mule fat will be planted from live cutting collected in winter when dormant. Half gallon milk cartons will be slid over each plant and staked in place to protect plants for herbivory and herbicide drift. Lastly, a layer of wood shavings will be added inside each milk carton to suppress weeds and retain soil moisture. Contractor working in conjunction with State Park and BCRCD staff will organize, at least, 4 volunteer workdays to assist in the planting effort.

3.6.3. **Native Grass Seeding-** Areas between the planting berms will be seeded with a native grass understory. This seed mix will be planted in late fall using a seed drill pulled behind a tractor. Seed
mixes and applications rates vary per site, see restoration plans for each unit (Section 15)

3.7. **Task 7- Establishment and Maintenance**
After planting is complete, the project will enter a 3-year establishment and maintenance period. Tasks completed during the period will be completed by contractor with supervision by State Parks and BCRCD.

3.7.1. **Irrigation** - Plants will be irrigated on a schedule by manually operating the system. However, an adaptive management approach will be used, so irrigation timing and amounts may change based on site conditions and plant response. While the irrigation system is being operated, contractor will inspect the system for proper operation and repair any deficiencies.

3.7.2. **Weed Control** - Contractor is responsible for the control of non-native invasive weeds during the maintenance phase through herbicide applications and timed mowing events.

3.7.3. **Replanting** - Plant survivorship goal of 75% will be met by replacing dead plants each fall during the maintenance period.

3.7.4. Following the 3-year establishment period the contractor will be responsible for the removal and disposal of all materials associated with planting as well as any above ground irrigation equipment.

3.8. **Task 8- Monitoring and Reporting**
Short-term monitoring and reporting during the term of the project will be coordinated between contractor, State Parks and BCRCD. These efforts will be guided by the respective monitoring plans of each organization. Post-planting monitoring and reporting tasks will be completed until the end of the agreement. Reports will be reviewed/accepted by State Parks and BCRCD staff.

3.8.1. **Field Reports** - Monthly reports and photos documenting field activities and observations will be completed by the contractor. Reports will generally note planting and maintenance activities, irrigation applications, weed pressure, plant growth, vandalism and herbivory. Soil moisture data is also collected during the growing season. **End of Season Monitoring and Reporting** - At the end of the first growing season, contractor will conduct a census of all planted woody species, calculate survivorship, and recorded
data in the project database. Permanent plots will be used to evaluate survivorship, growth and coverage after years two and three. The herbaceous will also be monitored for vegetative cover and density. The End of Season (EOS) reports will document monitoring data, review site activities, provide budget analyses, and recommend future management actions. Observations related to natural processes such as flooding (erosion, sedimentation, and debris deposition) will also be documented. EOS reports will be submitted with the appropriate Quarterly Progress Reports.

3.8.2. Annual Photo Points- In addition to quantitative surveys, contractor will take pre- and post-planting photographs to provide qualitative information on vegetation changes at the restoration site. The photos will be taken annually at established photo-points late in the growing season and submitted with EOS reports.

3.8.3. Final Report- The final report summarizes the project, including information developed at the end of season reports. The final report analyzes activities in terms of the restoration plan and provides long-term management suggestions. A draft final report will be submitted to State Parks and BCRCD for review prior to the final submission.
### Restoration of Walnut Orchard Bidwell-Sacramento River State Park

*Butte County, California*

#### Section 3: Bidding Requirement Summary (Do not submit this page)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Project Title:</strong></td>
<td>Restoration of Walnut Orchard Bidwell-Sacramento River State Park</td>
</tr>
<tr>
<td><strong>2. Project Location:</strong></td>
<td>Pine Creek Day Use Area, Bidwell-Sacramento State Park</td>
</tr>
<tr>
<td><strong>3. Mandatory Bid Meeting:</strong></td>
<td>March 2, 2020 @10 AM</td>
</tr>
<tr>
<td><strong>3. Bid Opening Date:</strong></td>
<td>February 25, 2020 @ 8:30 AM</td>
</tr>
<tr>
<td><strong>4. Bid Closing Date:</strong></td>
<td>March 25, 2020 @ 4:30 PM</td>
</tr>
<tr>
<td><strong>5. Opening Sealed Bids:</strong></td>
<td>March 26, 2020 @9:15 AM</td>
</tr>
<tr>
<td><strong>6. Bid Award Date:</strong></td>
<td>April 2, 2020</td>
</tr>
<tr>
<td><strong>7. Bid Place:</strong></td>
<td>150 Chuck Yeager Way -Suite A, Oroville CA 95965</td>
</tr>
<tr>
<td><strong>8. Bid Security</strong></td>
<td>10% of maximum amount of bid</td>
</tr>
<tr>
<td><strong>9. Construction Time Period:</strong></td>
<td>Must be completed by June 30, 2023</td>
</tr>
<tr>
<td><strong>10. Licenses Requirement:</strong></td>
<td>CA C27 Licenses, CA Pesticide Applicator License, Pest Control Business License</td>
</tr>
<tr>
<td><strong>11. Liquidation Damages:</strong></td>
<td>$500.00 per day</td>
</tr>
<tr>
<td><strong>12. Labor/ Materials Payment Bond</strong></td>
<td>100% of total bid</td>
</tr>
<tr>
<td><strong>13. Performance Bond</strong></td>
<td>100% of total bid</td>
</tr>
<tr>
<td><strong>14. Prevailing Wage Rates</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>15. Bid Valid For:</strong></td>
<td>60 Days</td>
</tr>
<tr>
<td><strong>16. Estimated Construction Costs</strong></td>
<td>$574,000.00</td>
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</tbody>
</table>
Restoration of Walnut Orchard Bidwell-Sacramento River State Park  
Butte County, California

Section 4: Instructions to Bidders

Bid Proposal
Each bid shall be made on the proposal form furnished by the Butte County Resource Conservation District (BCRCD), and shall be in accordance with the Plans and Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and shall be accompanied by a certified check, cashier's check or bidders bond, payable to the BCRCD, for a sum of not less than (10%) percent of the amount of the bid, as a guarantee that the bidder will enter into the Contract for the work, the full amount of such guarantee will be forfeited to the BCRCD should said bidder fail to enter into said Contract. The successful bidder shall be required to furnish a Faithful Performance Bond for the amount of not less than one hundred percent (100%) of the Contract price, and a Labor and Materials Payment Bond for the amount of not less than one hundred percent (100%) of the Contract price; said bonds to be secured from a surety company authorized to do business in the State of California.

The proposal shall be made on the form bound herein. The bid shall be enclosed in a sealed opaque envelope bearing the name of the bidder and name of the project. The proposal shall be delivered by the time and to the place stipulated in the Notice to Contractors. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Prior to the time fixed for bid opening the proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice to Contractors for receipt of proposals.

The proposals will be publicly opened and read at the time and place stipulated in the Notice to Contractors.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless called for. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

All items on the bid form shall be filled out; numbers shall be filled out; numbers shall be stated both in writing and in figures; words shall be given priority over figures and the signatures of all individuals shall be in longhand. In the event there is more than one (1) bid item in the bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in the bidding schedule and the amount indicated for a unit price and bid item does not equal the product of the unit price and quantity, the unit price shall govern, and the amount will be corrected accordingly. In the event there is more than one (1) bid item in the bidding
schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.

In case of refusal or failure to enter into said Contract, bid bond check or bond, as the case may be, shall be forfeited until the bidder elects to furnish a bid bond as the proposal guarantee, he shall use the bid bond form bound herein.

Before submitting a proposal, the bidder shall carefully examine the Scope of Work for the Restoration of Walnut Orchard Bidwell-Sacramento River State Park, any Addenda issued prior to bid opening, and all other Contract Documents; and bidder shall visit the site of the Work. It will be assumed that the bidder is familiar with existing site conditions and that he has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. Should a bidder find discrepancies in, or omissions from, the Plans for Construction of the Restoration of Walnut Orchard Bidwell-Sacramento River State Park or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the BCRCD Project Manager, Thad Walker 530-693-3173, who will send written instructions or clarifications to all bidders. The BCRCD will not be responsible for any oral instructions.

Every bidder shall, in his bid, set forth the name and location of business of each Subcontractor who will perform work, labor or service to the bidder in excess of one-half of one percent (1/2%) of the bidder’s total bid. If the bidder fails to specify a Subcontractor as stated above, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the BCRCD, substitute any person or firm as Subcontractor in place of the Subcontractor designated in the original bid.

Every bidder shall submit a completed Non-Collusion Affidavit with the bid.

Bid Review

No bid proposal shall be considered as the successful bidder until after all bids have been analyzed by the BCRCD. If required by the BCRCD, the bidders shall submit any information requested to evaluate the bids, including Subcontractors’ written bids, bonds, cost breakdowns, financial status, work experience and status of license.

Bid Selection

Contract for work will be executed with a Contractor who is licensed in accordance with applicable state law.

A bidder may be relieved of his bid, and his bid security returned, by action of the Board of Directors provided he has given the BCRCD written notice within five (5) days after the opening
of bids of a mistake, or other cause for the request, and specifying in detail the reason for the request.

More than one (1) proposal from an individual, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested.

If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

Upon request, the BCRCD will return all proposal guarantees to their respective bidder within ten (10) days after award of the Contract, except those accompanying proposals submitted by the three (3) lowest responsible bidders.

Bid Award

Award of a Contract, if awarded, will be made to the bid which is of the greatest advantage to the BCRCD whose proposal complies with all the requirements prescribed. Any such award will be made within sixty (60) calendar days after opening of the proposals. The BCRCD reserves the right to reject any or all bids, to waive any informality or irregularity in a bid, and to make award in the interests of the BCRCD.

The bidder to whom award is made shall execute a written Contract with the BCRCD on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications.

Failure or refusal to enter into a Contract within ten (10) days as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contract, the BCRCD may award the Contract to the bidder that provides the second amount of advantage to the BCRCD. If the second bidder refuses or fails to execute the Contract, the BCRCD may award the Contract to the bidder that provides the third amount of advantage to the BCRCD. On the failure or refusal of such second or third bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the BCRCD.

Addenda

Any Addenda issued during the time of bidding, or forming a part of the Documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract. Receipt of all addenda shall be acknowledged on the proposal form in the space provided therefore. Time of Completion and Liquidated Damages The Contractor shall commence work within ten (10) working days from the date of a written "Notice to Proceed"
issued by the BCRCD and shall diligently prosecute same to completion on or before June 30, 2023

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not completed within the number of days specified damage will be sustained by the BCRCD; and that it will be impractical to ascertain actual damages and it is therefore agreed the Contractor will pay to the BCRCD the sum set forth herein per day for each working day delay in completing the Work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages and agrees that the BCRCD may deduct the amount thereof from money due or that may become due to the Contractor under the Contract.

The Contractor shall pay to the BCRCD the sum of two hundred fifty dollars ($500.00) for each and every working day’s delay in finishing the work in excess of the number of days prescribed above.

Form of Agreement

The form of agreement, which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof.

Wages

The work herein described will fall into the category of public works projects for California State prevailing wage requirements. The Contractor certifies that it is aware of and shall abide by all applicable laws concerning the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5, 1720.4 and 1813; Public Resources Code Section 75075, as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws)) which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. The terms of this provision shall apply to any subcontracted labor used in the execution of this agreement. The Contractor is required to comply with all of the terms and conditions (including State General Prevailing Wage requirements) prescribed for contractors performing work on public works projects.

This project is subject to the requirements of the California Labor Code. This requires full compliance by all contractors and subcontractors on the project in accordance with the provisions of Labor Code Section 1720 et seq. The BCRCD is required by law to review and audit the work performed on this project to ensure that proper prevailing wages are paid, all apprenticeship requirements are met, and all other compliance is met. Specifically, contractors are reminded the need for compliance with Labor Code Section 1774 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payroll). Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. The California General Prevailing Wage determinations for crafts associated with
public works projects shall apply to this project. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon the Consultant and all subcontractors to pay not less than the said specified rates to all workers employed by them in the performance of this contract. It shall also be mandatory upon the Contractor and all subcontractors to comply with all other California Labor Code or Federal requirements, which include, but are not limited to, required reporting, payment of fringe benefits, the employment of apprentices, hours of labor, jobsite posting requirements, retention of payroll records and debarment of contractors and subcontractors, to the extent applicable. Copies of Certified Payroll reports and all other associated compliance reporting for all Prevailing Wage payroll paid by the Contractor and any subcontractors shall be provided in a timely manner to BCRCD. BCRCD may withhold all or part of applicable progress or final payments for the failure to submit complete and correct certified payrolls and related labor compliance documentation. Final payment may be withheld pending receipt and review of all Certified Payroll reports and all other required labor compliance documents. The Agency shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

BCRCD will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold BCRCD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All bidders shall check the available source of labor supply and obtain information with reference to the working days of various crafts and the rates of wages being paid in the immediate vicinity of the place where the Work contemplated by these Specifications is to be performed.

California wage determinations can be found www.dir.ca.gov. The attention of the bidder is called to the fact that the schedule of prevailing rates of pay for each craft or type of workman
needed to execute the Work shall not be less than the minimum rates of pay as established in
pursuance of the provisions of Section 1773 of the Labor Code of the State of California, which
Code requires the establishing of such rates for the locality.

The Code reads: "Nothing shall prohibit the payment of more than the general prevailing rate of
wages to any workman employed on public work".

Public Works Contractor Registration Program

No Contractor or sub-Contractor may be listed on a bid proposal for a public works project
(submitted on or after March 1, 2015) unless registered with the Department of Industrial
Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement
for bid purposes only under Labor Code section 1771.1(a)].

No Contractor or Subcontractor may be awarded a Contract for public works on a public works
project (awarded on or after April 1, 2015) unless registered with the Department of Industrial
Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of
Industrial Relations.

Withheld Contract Funds/Substitution of Securities

The successful bidder shall be permitted to substitute securities for any moneys withheld by the
BCRCD to ensure performance under the executed Contract. At the request and expense of the
successful bidder, securities equivalent to the amount to be withheld shall be deposited with the
BCRCD, or with a state or federally chartered bank in California as escrow agent, to ensure
performance under the Contract. Upon satisfactory completion of the Contract, unused
securities shall be returned to the Contractor.

Alternately, on written request of the successful bidder, the BCRCD shall make payments of the
retention earnings directly to an escrow agent at the expense of the successful bidder. The
successful bidder, at his expense, may direct the investment of the payments into securities and
the successful bidder shall receive the interest earned on the investments on the same terms
provided for securities deposited by Contract. Upon satisfactory completion of the Contract, the
successful bidder shall receive from the escrow agent all unused securities, interest and
payments received by the escrow agent from the BCRCD.

Securities eligible for deposit shall include those listed in Section 16430 of the 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 successful
bidder and the BCRCD. The successful bidder shall be the beneficial owner of any securities
substituted for moneys to be withheld, and shall receive any interest accrued upon the unused amount.
If security is deposited with a state or federally chartered bank as Escrow Agent, it is agreed that the successful bidder and the BCRCD will enter into an escrow agreement with the Escrow Agency in form substantially similar to that which is on file with the BCRCD and available for review.

Debarment Policy

It shall be the policy of the Board of Directors of the BCRCD to prohibit any party or entity listed in the Excluded Parties System (EPLS), maintained by the General Services Agency of the United States Government, from participating in any Contract, agreement, or other business relationship with the BCRCD.

Non-resident Contractor

The State of California Franchise Tax Board requires that whenever payments are made to a non-resident, independent Contractor in excess of $1,500 for services rendered, 7.0% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in the State of California. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and BCRCD is provided evidence of such reduction/waiver, all nonresident Contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

License

The Contractor and all Subcontractors must be licensed under the laws of the State of California at the time this Contract is awarded, and for its full duration. The awarded Contractor shall possess a California Classification C27, CA Pesticide Applicator License, Pest Control Business License
Pursuant of your published Notice to Contractors for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is submitted by the firm indicated on this Bid Form.

<table>
<thead>
<tr>
<th>Task</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management/Administration</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Update Restoration Plan</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Orchard Removal</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>4</td>
<td>Site Preparation</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>5</td>
<td>Irrigation Installation</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Planting</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Establishing and Maintenance</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Monitoring and Reporting</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Bid Schedule (all items 1-8)</td>
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</tbody>
</table>

Notes:
1. All quantities are Lump Sum (LS)
2. Prices must be submitted on all individual tasks for the bid schedule. Failure to submit individual items will result in rejection of the bid as non-responsive.
3. All quantities/acres are specified in Habitat Restoration Plan (Section 15- ITEM A ONLY)
4. In the event the extended amounts shown hereon do not equal the product of the estimated in the unit price, the unit price shall govern and the corrected extended amount shall be utilized to determine the total price of the bid.

Total Amount (written in words)

______________________________________________________________________________
Authorized Contractor Signature

____________________________________________________________

Contractor’s designated representative:

____________________________________________________________________________

Firm Name:

____________________________________________________________________________

Contractor License Classification and Licenses Number:

____________________________________________________________________________

Address:

____________________________________________________________________________

____________________________________________________________________________

Telephone Number: ______________________________________

Cell Number: ___________________________________________

California Contractors Licenses Number: ________________________

END OF SECTION
Restoration of Walnut Orchard Bidwell-Sacramento River State Park  
Butte County, California
Section 6: Non Collusion Affidavit

TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID

To: Butte County Resource Conservation District

____________________________________deposes and says that he or she is ________________ (title) of ________________________________, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder is not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or arranged with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or of that of any bidder, or to secure an advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statement contained in the bid are true and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The above certificate must be signed and filed with the BCRCD along with the bid

Signed_____________________________________ Date___________________
In accordance with the Subletting and Subcontracting Fair Practices Act, Section 4100 et seq of the Public Contract Code, each bid shall list on the form provided the name, location of the place of business, and portion (type) of work each subcontractor performing work or labor, or rendering services to the contractor, or a subcontractor who, under subcontract to the Contractor, specifically fabricates and installs a portion of the Work, in an amount in excess of one-half of one percent (0.5%) of the Total Bid Amount. In the case of bids for construction of streets and highways, including bridges, list subcontractors for all work in an amount in excess of one-half of one percent (0.5%) of the total bid, or ten thousand dollars ($10,000) whichever is greater. The Contractor shall also list each subcontractor’s Department of Industrial Relations registration number.

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Percent of Bid Item</th>
<th>Bid Task No(s)</th>
<th>Subcontractor Name</th>
<th>Place of Business Subcontractor DIR Reg. No.</th>
</tr>
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</table>

END OF SECTION
Restoration of Walnut Orchard Bidwell-Sacramento River State Park  
Butte County, California  
Section 9: Bidders Experience Questionnaire

The Bidder shall submit to the District, with the bid, a fully-completed copy of this statement, wherein the Bidder submits his/her own qualifications and experience in performing California native woodland and grassland establishment or similar seedbed soil preparation, seeding, planting, selective weed management, vegetation establishment activities with performance requirements, and operation of heavy equipment (e.g. dozers, farm tractors, grass seed drills). The “Contractor” is understood to include any parent company, partner, member, officer, director, responsible managing officer, or responsible managing employee. The term shall also include any employee with a proprietary interest of more than 2 percent of the Bidder. Failure to comply with this requirement may render the bid non responsive and may result in its rejection. Supplemental sheets may be included as required to provide information.

Contractor’s Project Manager: The Contractor’s project manager shall be located within two (2) hours of the project site(s).

Contractor Licensing: Contractor License shall be in good standing to conduct business in California (copy of valid C27 license to be submitted as an attachment to this bid sheet). The Bidder or its subcontractor(s) shall possess a California Pesticide Applicator License and Pest Control business License in good standing and shall have a Pest Control Advisor (PCA) available (See Section II of this bidder experience questionnaire).

Contractor or Firm Experience: The Bidder’s principal contracting business shall be habitat restoration and include specialized California native woodland and grassland or native meadow establishment projects. The Bidder shall have the knowledge and skill to install, maintain, manage and monitor a created native species habitat. For these minimum qualifications, a vegetation establishment project can be defined as any woodland and grassland/savannah or meadow establishment, mitigation, creation, or enhancement project using site-appropriate native riparian and oak woodland trees and shrubs, and grass and/or forb seed species, and that includes planting site and seedbed soil preparation, large scale irrigation system installation and operation, seeding using a grass seed drill or imprint type machine (hydroseeding projects do not qualify), a 3-5 year maintenance and establishment period, control of weeds and herbivore damage, and monitoring according to prescribed performance criteria (which are generally required as a condition of a state or federal regulatory permit). The Bidder shall demonstrate his or her experience by fully completing Sections 1 through 3 of this questionnaire.
Section 1 – Native Woodland and Grassland Habitat Establishment Experience

Section 2 – Project Management, Site Supervision & Pesticide Application Experience

Section 3 – Business Organizational Information

Section 1 – Native Woodland & Grassland Habitat Establishment Experience

At the sole discretion of the Butte County Resource Conservation District (BCRCD), failure to provide all required information in this section may render the bid non-responsive and may result in its rejection. Any information provided in this section that cannot be independently verified (e.g., agency/owner name and contact information not current) may render the bid non-responsive and may result in the bids rejection. The Agency reserves the right to request additional information or contacts from the Bidder for independent verification.

DEFINITION

Vegetation Establishment: Vegetation establishment is the process of creating self-sustaining native habitats, typically completed in phases over a three to year period (i.e., duration of time required to achieve desired conditions) for grassland establishment and five years for woodland establishment. Activities include, but are not limited to, weed management including mowing, hand pulling and herbicide applications, irrigation system repairs, and replanting or reseeding where necessary.

Native Woodland Habitat Restoration Project: Defined as any riparian and oak woodland tree and shrub establishment, mitigation, creation, or enhancement project using site-appropriate native species, and that includes mechanical soil preparation using heavy equipment (e.g. dozers, tractors, tillage and augering equipment), a 3- to 5- year maintenance and establishment period, operation and repair of irrigation systems, control of weeds and herbivore damage, and monitoring and reporting according to prescribed performance criteria.

Native Grassland Habitat Restoration Project: Defined as any grassland/savannah or meadow establishment, mitigation, creation, or enhancement project located within the identified ecosystem range, using site-appropriate native grass and/or forb seed, and that includes mechanical soil preparation using heavy equipment (e.g. large dozers), mechanized seeding using a grass seed drill, mechanical broadcaster, or imprint type machine (hydroseeding projects do not qualify), a 2-3 year maintenance and establishment period, control of weeds and herbivore damage, and monitoring and reporting according to prescribed performance criteria.
Public Agency: A local, state, or federal public agency project sponsor, such as BCRCD (Butte County Resource Conservation District).

Non Profit Entity: A not for profit entity (e.g., 501(c)3 Classification) that specializes in the conservation, restoration and enhancement of native habitats.

1-A. Contractor’s Qualifications

List two (2) major riparian or oak woodland establishment projects constructed by the Bidder, each of which had a minimum contract amount of $500,000 or greater. All listed projects must be 10 planted acres or larger, and each shall be of a similar scope to this Project. All projects shall be projects with a Public Agency or a Non-Profit Entity specializing in habitat conservation and restoration.

List one (1) major native grassland establishment project constructed by the Bidder, that had a minimum contract amount of $100,000 or greater. This shall be a different project from those listed for riparian or oak woodland establishment. All listed projects must be 15 seeded acres or larger, and each shall be of a similar scope to this Project. All projects shall be projects with a Public Agency or a Non-Profit Entity specializing in habitat conservation and restoration.

The establishment projects shall be located within the Sacramento Valley Region or Northern San Joaquin Valley Region, Sierra Nevada or Coast Range Foothills, Central and North Coast, or the San Francisco Bay Area (as defined by the Jepson Manual of Higher Plant of California). All projects listed shall have been constructed within the past seven (7) years. Long-term maintenance contracts do not apply to the initiation of seeding work.

Woodland Establishment Project No. 1

Project Name:

Public or Non-Profit Agency/Owner:

Agency/Owner Contact Name:

Contact Telephone:

Project Location: County:

Acreage Planted:

Contract Amount:
Construction Start Date (month/yr):

Construction Completion Date (month/yr):

Maintenance Period Start Date:

Maintenance Period End Date:

Performed Work as Prime Contractor: Yes/No

Subcontractor:* Yes/No

* if work performed as subcontractor, indicate the name, address, telephone number, and contact name for Prime Contractor (below):

Project Description:
Describe the site conditions and vegetation community type(s) established:

Describe site preparation and planting methods, equipment used, and dates of implementation:

List major species planted:

Describe the maintenance activities undertaken to ensure successful establishment and which, if any, activities were performed by subcontractors:

What were the contract performance standards (e.g. % survival, % cover) and were standards met or exceeded:

During the establishment period, was it necessary to install replacement plants or modify
management measures to meet performance requirements? If yes, describe the remediation

Woodland Establishment Project No. 2

Project Name:

Public or Non-Profit Agency/Owner:

Agency/Owner Contact Name: Contact Telephone:

Project Location:

County:

Acreage Planted:

Contract Amount:

Construction Start Date (month/yr):

Construction Completion Date (month/yr):

Maintenance Period Start Date:

Maintenance Period End Date:

Performed Work as Prime Contractor: Yes/No

Subcontractor:* Yes/No

* if work performed as subcontractor, indicate the name, address, telephone number, and contact name for Prime Contractor (below):

Project Description:
Describe the site conditions and vegetation community type(s) established:
Describe site preparation and planting methods, equipment used, and dates of implementation:

List major species planted:

Describe the maintenance activities undertaken to ensure successful establishment and which, if any, activities were performed by subcontractors:

What were the contract performance standards (e.g. % survival, % cover) and were standards met or exceeded:

During the establishment period, was it necessary to install replacement plants or modify management measures to meet performance requirements? If yes, describe the remediation
Grassland Establishment Project No.1

Project Name:

Public or Non-Profit
Agency/Owner:

Agency/Owner Contact Name:

Contact Telephone:

Project Location: County:

Acreage Seeded:

Contract Amount:

Construction Start Date (month/yr):

Construction Completion Date (month/yr):

Maintenance Period Start Date:

Maintenance Period End Date:

Performed Work as Prime Contractor: Yes/No

Subcontractor:* Yes/No

* if work performed as subcontractor, indicate the name, address, telephone number, and contact name for Prime Contractor (below):

Project Description: Describe the site conditions and vegetation community type(s) established:

Describe seeding method, equipment used, and dates of implementation:

List all seed mix species and application rates:
Describe the maintenance activities undertaken to ensure successful establishment and which if any activities were performed by subcontractors:

What were the contract performance standards (e.g. % survival, % cover) and were standards met or exceeded:

During the establishment period, was it necessary to install replacement seed or modify management measures to meet performance requirements? If yes, describe the remediation
1-B. Other Relevant Woodland and Grassland Habitat Establishment Experience

At the sole discretion of BCRCD, failure to provide all required information in this section may render the bid non-responsive and may result in its rejection. Any information provided in this section that cannot be independently verified (e.g., agency/owner name and contact information not current) may render the bid non-responsive and may result in rejection of the bid. The Agency reserves the right to request additional information or contacts from the Bidder for independent verification.

In order to determine if the Bidder has the required woodland and grassland establishment experience for this project, they must have performed the following tasks, including:

I. Developing an overall approach that is appropriate to physical site conditions and site constraints for a woodland establishment project that includes native grassland establishment;
II. Seedbed soil preparation, including the use of heavy equipment (e.g. dozers) and overall site preparation experience; III. Experience developing and implementing strategies for selective weed control and herbaceous vegetation establishment.

Indicate in the space provided which tasks you have performed and provide a description of the associated activities. If it is the intent of the Bidder to do any of the above tasks by means or through a subcontractor, the Bidder shall list that subcontractor’s relevant experience as called for below. All responses shall be complete, and descriptive so as to provide the Agency with a clear understanding of the requested information for the purposes of evaluation.

Three separate projects are required for each subsection I, II, and III. Each project in each sub-section listed below (Sections I-III) shall be for a Public Agency or Non-Profit Entity specializing in habitat conservation and restoration. Please attach separate page(s) if necessary. Listed projects may duplicate those listed in Section 1A.
1-B-I. Developing an overall approach that is appropriate to physical site conditions and site constraints for a woodland establishment project that includes native grassland establishment.

Project 1:

Project Name and Location:

Public or Non-Profit Contracting Agency/Owner:

Contact Telephone: Acreage:

Describe circumstances where project site conditions had to be addressed, and how project objectives were accomplished for project success:

Project 2:

Project Name and Location:

Public or Non-Profit Contracting Agency/Owner:

Contact Telephone:

Acreage:

Describe circumstances where project site conditions had to be addressed, and how project objectives were accomplished for project success:
**Project 3:**
Project Name and Location:

Public or Non-Profit Contracting Agency/Owner:

Contact Telephone:

Acreage:

Describe circumstances where project site conditions had to be addressed, and how project objectives were accomplished for project success:
1-B-II. **Seedbed soil preparation and overall site preparation experience.**

**Project 1:**
Project Name and Location:

Public or Non-Profit Contracting Agency/Owner:

Contact Telephone:

Acreage:

Work Performed by:

Bidder or Subcontractor (circle one) If Subcontractor, provide name and contact telephone:

Describe soil and site preparation activities and goals:

Describe and list equipment used, including heavy equipment (e.g. dozers):

**Project 2:**
Project Name and Location:

Public or Non-Profit Contracting Agency/Owner:

Contact Telephone:

Acreage:

Work Performed by: Bidder or Subcontractor (circle one) If Subcontractor, provide name and contact telephone:

Describe soil and site preparation activities and goals:
Describe and list equipment used, including heavy equipment (e.g. dozers):

**Project 3:**

Project Name and Location:

Public or Non-Profit Contracting Agency/Owner:

Contact Telephone:

Acreage:

Work Performed by: Bidder or Subcontractor (circle one) If Subcontractor, provide name and contact telephone:

Describe soil and site preparation activities and goals:

Describe and list equipment used, including heavy equipment (e.g. dozers):

**THIS SPACE HAS INTENTIONALLY BEEN LEFT BLANK.**
1-B-III. Experience developing and implementing strategies for selective weed control and herbaceous vegetation establishment requirements.

**Project 1:**

Project Name and Location:

Public or Non-Profit Contracting Agency/Owner:

Contact Telephone:

Acreage:

Work Performed by: Bidder or Subcontractor (circle one)
If Subcontractor, provide name and contact telephone:

List dominant weeds:

Describe weed management activities employed (e.g. mowing, herbicides, burning, grazing), including timing, equipment used, herbicides used and application methods, and other relevant information:

**Project 2:**

Project Name and Location:

Public or Non-Profit Contracting Agency/Owner:

Contact Telephone:

Acreage:
Work Performed by: Bidder or Subcontractor (circle one)
If Subcontractor, provide name and contact telephone:

List dominant weeds:

Describe weed management activities employed (e.g. mowing, herbicides, burning, grazing), including timing, equipment used, herbicides used and application methods, and other relevant information:

Project 3:

Project Name and Location:

Public or Non-Profit Contracting Agency/Owner:

Contact Telephone:

Acreage:

Work Performed by: Bidder or Subcontractor (circle one)
If Subcontractor, provide name and contact telephone:

List dominant weeds:

Describe weed management activities employed (e.g. mowing, herbicides, burning, grazing), including timing, equipment used, herbicides used and application methods, and other relevant information:
Section 2 – Project Management, Site Supervision, Pesticide Application Experience & Pest Control Advisor Information

At the sole discretion of BCRCD, failure to provide all required information in this section may render the bid non-responsive and may result in its rejection. Any information provided in this section that cannot be independently verified (e.g., agency/owner name and contact information not current) may render the bid non-responsive and may result in rejection of the bid. The District reserves the right to request additional information or contacts from the Bidder for independent verification.

Identify the individuals, including the project manager, site superintendent, pest control advisor (PCA), and pesticide applicator, who will be responsible for conducting project activities. The project manager, superintendents (construction & maintenance), PCA, and pesticide applicator shall have more than five (5) years experience in similar work.

Provide sufficient reference projects and contact information (as listed below) for each position to demonstrate relevant experience. Three projects for Public Agencies or Non-Profit Entities specializing in habitat conservation and restoration are required for each position. Attach additional sheets if necessary. Substitution of the identified personnel will not be permitted without the prior written consent of the Agency.
2-A - Project Manager Information

Project Manager's Name:

Present Position in the Organization:

How Long with Organization:

Years of Habitat Restoration Experience:

Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work:

Habitat Restoration Reference Projects (All Public or Non-Profit projects required):

1. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity:
   Project Owner Contact:
   Name:
   Phone:

2. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity:
   Project Owner Contact:
   Name:
   Phone:
3. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity:
   Project Owner Contact:
   Name:
   Phone:

2-B1 - On-Site Construction Superintendent Information

On-Site Construction Superintendent's Name:
   Recent Position in the Organization:
   How Long with Organization:
   Years of Habitat Restoration Experience:
   Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work:

Habitat Restoration Reference Projects (All Public or Non-Profit projects required):
1. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity: Project Owner Contact Name:
   Phone:

2. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity: Project Owner Contact Name:
   Phone:

3. Project Name:
   Project Dates (month/yr):
   Begin:
End:
Project Owner – Public or Non-Profit Entity: Project Owner Contact Name:
Phone:

2-B2 - On-Site Maintenance Superintendent Information (if different than Superintendent above)

On-Site Maintenance Superintendent's Name:
Present Position in the Organization:
How Long with Organization:
Years of Habitat Restoration Experience:
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work:

Habitat Restoration Reference Projects (All Public or Non-Profit projects required):

1. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity: Project Owner Contact Name:
   Phone:

2. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity: Project Owner Contact Name:
   Phone:

3. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity: Project Owner Contact Name:
   Phone:

   THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK.
2-C - California Certified Pesticide Applicator Information

California Certified Pesticide Applicator's Name:
Present Position in the Organization:
How Long with Organization:
Years of Habitat Restoration Herbicide Application Experience:
Pesticide Application License No:
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work:

Habitat Restoration Reference Projects (All Public or Non-Profit projects required):

1. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity: Project Owner Contact Name:
   Phone:

2. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity: Project Owner Contact Name:
   Phone:

3. Project Name:
   Project Dates (month/yr):
   Begin:
   End:
   Project Owner – Public or Non-Profit Entity: Project Owner Contact Name:
   Phone:
2-D - Pest Control Advisor (PCA) Information

California Certified Pesticide Control Advisor (Name of Individual):
Name of Organization:
Pesticide Control Advisor License No and Category:
Phone:

THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK.
Section 3 – Business Organizational Information

At the sole discretion of BCRCD, failure to provide all required information in this section may render the bid non-responsive and may result in its rejection. Any information provided in this section that cannot be independently verified (e.g., agency/owner name and contact information not current) may render the bid non-responsive and may result in rejection of the bid. The District reserves the right to request additional information or contacts from the Bidder for independent verification.

Provide names, titles and qualifications of executive officers of Contractor or Company; description of bidding firm’s principle contracting activity, years in business and verification that the Contractor or Company has never been disqualified, removed, or otherwise prevented from bidding, working on or completing federal, state, or local government projects; and indicate any claims and lawsuits involving the Contractor or Company.

1) Names, titles, and qualifications of executive officers of Contractor or Company:

2) Describe the bidding firm’s principle contracting activity and years in business:

3) The Contractor or Company has never been disqualified, removed, or otherwise prevented from bidding, working on or completing federal, state, or local government projects, except as follows:

4) Claims and lawsuits involving the Contractor or Company. (If the answer to any of the questions below is “yes,” please submit a detailed explanation.)

   A. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

       Yes ____ No ____
B. Has your organization filed any lawsuits or requested arbitration with regard to habitat construction contracts within the last 5 years?

Yes ____ No ____

C. Has your organization ever failed to complete any work awarded to it?

Yes ____ No ____
KNOW ALL MEN BY THESE PRESENTS: That a Principal ___________________________ (herein called “Principal”) and as surety ____________________________ (hereinafter called “Surety” are held and firmly bound to the Butte County Resource Conservation District (herein called the “Obligee”), in the just and full sum of ten percent (10%) of the total amount of the base bid submitted by Principal for the herein described work of improvement, which sum is Dollars ($_____________________) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal is bidding, or is about to bid, for the following described work of the improvement, all in accordance with the Notice to Contractors and the Contract Documents for the project entitled:

“Restoration of Walnut Orchard Bidwell-Sacramento River State Park”

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT, if Obligee shall make an award to Principal for the said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bond, and evidence of insurance coverage as, and within the time, required by the Contract Documents for the above-named project, which Contract Documents are incorporated herein by this reference, then the obligation shall be null and void; OTHERWISE, it shall remain in full force and effect, and if Obligee shall make such an award to Principal and Principal shall fail to execute, or caused to be executed and delivered to Obligee said instruments as required by the Contract Documents, then surety will pay Obligee the full sum of the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or bid requirement, whether made after notice or not, shall release or otherwise affect the obligations of the Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure or Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by Obligee and judgment is recovered by Obligee, court costs, including reasonable attorneys’ fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the ________ day of _________________, 20____.

____________________________________        _____________________________________

____________________________________        _____________________________________
The Principal and Surety do hereby represent, warranty and guarantee, that the Surety is an “Admitted surety” as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their several seals this ____________ day of ________________, 20____, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to its governing body.

DATED AND SEALED THIS _______ day of ______________________, 20________.

___________________________________
Print name of Contractor

By: ______________________________

Signature

___________________________________
Title of Signer

___________________________________
Surety Name

By: ______________________________

Attorney-in-Fact

(Acknowledgment by Notary Public required)

___________________________________
Title

(SURETY SEAL)
Restoration of Walnut Orchard Bidwell-Sacramento River State Park  
Butte County, California  
Section 10: Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, the BUTTE COUNTY RESOURCE CONSERVATION DISTRICT (hereinafter called “BCRCD”), has conditionally awarded to (here insert full name and address or legal title of Contractor)
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

As Principal (hereinafter called “Contractor”) a Contract for “Restoration of Walnut Orchard Bidwell-Sacramento River State Park”, in the said Butte County, in accordance with and consisting of the specifications prepared by Pacific Watershed Associates, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond for the Faithful Performance of said Contract,

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

as Surety (hereinafter called “Surety”) are held and firmly bound unto the Butte County RCD, Oroville, California in the sum of __________ ___________________ Dollars ($____________________), in lawful money of the United States, for the payment of which sum well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, unless the above bounden Contractor, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in additions or alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the BCRCD, Architect/Engineer and their employees and their consultants, and their agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor agrees not to assign this Contract except upon the written consent and approval of the BCRCD or their successor and assigns.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.
The Principal and Surety do hereby represent, warranty and guarantee, that the Surety is an “Admited surety” as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their several seals this ____________day of ________________, 20____, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to its governing body.

SIGNED AND SEALED THIS _______ day of ______________________, 20________.

___________________________________
Print name of Contractor

By: ______________________________
Signature

___________________________________
Title of Signer

___________________________________
Surety Name

By: ________________________________
Attorney-in-Fact
(Acknowledgment by Notary Public required)

___________________________________
Title

(SURETY SEAL)
KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Butte County Resource Conservation District (hereinafter called “BCRCD”), has awarded to (here insert the full name and address or legal title of Contractor)

(hereinafter called “Contractor”) a Contract for “Restoration of Walnut Orchard Bidwell-Sacramento River State Park”, in the said Butte County, in accordance with and consisting in part of Scope of Work, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond in connection with said contract, providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or equipment used, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon this Bond, a reasonable attorney’s fee to be fixed by the Court.

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called “Surety”) are held and firmly bound unto the BCRCD, Oroville, California in the sum of ____________________ Dollars ($__________________), in lawful money of the United States, for the payment of which sum, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his heirs, executors, administrators, successors or assigns, or his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for the amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon this Bond, a reasonable attorney’s fee to be fixed by the Court.

This Bond shall insure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Sections 4200 to
4208, inclusive, of the Government Code of California and Section 3181 of the Civil Code of the State of California, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to them, or their assigns, if any suit is brought upon this Bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an “Admitted Surety” as that term is, or may be defined by California statute, regulation or the Department of Insurance.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____________ day of ________________, 20____, the name and corporate seal of each corporate party being affixed hereto and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

SIGNED AND SEALED THIS _____________ day of ________________, 20______
___________________________________
Print name of Contractor

By: ____ __________________________
Signature

___________________________________
Title of Signer

___________________________________
Surety Name

By: ___________ ____ _________________
Attorney-in-Fact (Acknowledgment by Notary Public required)

___________________________________
Title

(SURETY SEAL)

NOTE TO SURETY COMPANY: The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.
The southeast corner of the Brayton Project Area contains a known sensitive resource site. Approximate dimensions for this site are 60 meters north-south by 40 meters east-west. Specific measures to protect this sensitive site are listed below:

- Prior to any contractor work in this area a pre-job walk/site visit will occur with a discussion on appropriate avoidance and minimization measures. As part of this the area will be flagged to notify contractors and their staff of the limits within this area.

- All work within this site will be planned and executed under the oversight of a DPR professional archaeologist.

- All ground-disturbing activities within the site will be avoided with the following exceptions: (a) flush-cutting and/or stump-poisoning of invasive plants (i.e. walnut trees), and; (b) planting of new vegetation and installation of irrigation systems provided the planting and installation exercise results in disturbance limited to the upper 8-inches of soil constituting the previously disturbed plow zone.

- When tree removal work is occurring within this area a DPR archaeologist and a tribal monitor(s) from the Mechoopda Tribe will be onsite. This will also apply during the irrigation system installation, and the planting of the new vegetation.

- Within the site boundary walnut trees and limbs will be felled in a way that minimizes ground disturbance from the “spiking” of limbs into the soil. The southeast corner of the Brayton Project Area contains a known cultural site. Approximate dimensions for this site are 60 meters north-south by 40 meters east-west.
Restoration of Walnut Orchard Bidwell-Sacramento River State Park
Butte County, California
Section 13: Contract Agreement

THIS AGREEMENT, entered into as of ________________________ 2020, is between the Butte County Resource Conservation District, a public entity, organized and existing pursuant to the laws of the State of California (hereinafter called the "BCRCD") and ____________________________________________, (hereinafter called the "Contractor"),
WHEREAS, the Contractor has been awarded the contract for the work hereafter mentioned:
“Restoration of Walnut Orchard Bidwell-Sacramento River State Park”
WITNESSETH: That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

I. CONTRACT DOCUMENTS
The Items hereinafter enumerated as the Contract Documents shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents, the table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The "Contract Documents", sometimes also referred to as the Contract, consist of the completed Form of Bid Proposal submitted by the Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Agreement to which the Conditions are attached, the General Conditions, the Supplementary Conditions, the Plans for restoration of the Restoration of Walnut Orchard Bidwell-Sacramento River State Park and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the Contract.

II. DEFINITIONS
Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. SCOPE OF THE CONTRACT The Contractor shall perform, within the time stipulated, the Contract as herein defined, and shall furnish all labor, tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good workmanlike manner to the satisfaction of the BCRCD, all the work called for, and in the manner designated in, and in strict conformity with, the
Contract Documents entitled: “Restoration of Walnut Orchard Bidwell-Sacramento River State Park”.

IV. CONTRACT PRICE
The BCRCD agrees to pay and the Contractor agrees to accept, in full payment for the work included in the Bid the total sum of:

__________________________________________________
($______________). (Amount in words)

V. CONTRACT TIME, COMPLETION, AND CHANGES

A. Notice to Proceed
Within ten (10) days of the opening of bids the successful bidder will be authorized by written notice to proceed with the work. The bidder shall have no claim against the BCRCD, or its officers, employees, agents, consultants, project manager or engineer because of failure to issue the Notice to Proceed.

B. Commencement and Prosecution of Work
The Contractor shall commence the work on or before ten (10) days from and after the date specified in the written "Notice to Proceed," and will diligently prosecute the work to final completion. Said Notice to Proceed shall be issued following execution of the Agreement, the filing by the Contractor of the required bonds and proof of insurance. The continuous prosecution of work by the Contractor shall be subject only to delays as defined in this section of this Agreement.

C. Time of Completion
After given Notice to Proceed the entire work shall be brought to substantial completion in the manner provided for in the Contract Documents. Project work is to be performed during the working days and completed by June 30th, 2023. The working days from and through the date of, shall be hereinafter called the "Estimated Completion Date" unless extensions of time are granted in accordance with the Contract Documents for Category A or B Delays as defined in this section of this Agreement. Failure to substantially complete the work within the above times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as hereinafter stipulated in this Agreement. Time is and shall be of the essence of each and every obligation in these Contract Documents. The entire project must be completed by June 30, 2023.

D. Changes in the Work
Changes in the work made and extensions of time of completion made necessary by reason thereof shall not in any way release any guarantee given by the Contractor pursuant to 5191 the provision of the Contract Documents, or the contract let hereunder, nor shall such changes in the work relieve or release the Sureties on bonds executed pursuant to the said provisions. The Sureties, in executing such bonds, shall be
deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof. The BCRCD agrees that no changes in the work shall be ordered which will necessitate an extension of the substantial completion time beyond the fixed completion date.

E. Extensions of Time

In the event it is deemed necessary by the BCRCD to extend the time of substantial completion of the work to be done under this contract beyond any required dates of completion herein specified, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any Extension of Time shall be limited to the period of the delay-giving rise to the same as determined by the BCRCD.

F. Labor Code Requirements/Prevailing Wages

This project is subject to the requirements of Section 1770 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wage information for this project is available at the Agency's main office or may be obtained via the internet at: www.dir.ca.gov.

This project is subject to the requirements of California Labor Laws as required by the California Labor Code. This requires full compliance by all contractors and subcontractors on the project in accordance with the provisions of Labor Code Section 1720 et. seq. The Agency is required by law to review and audit the work performed on this project to ensure that proper prevailing wages and all apprenticeship requirements are met. Specifically, contractors are reminded the need for compliance with Labor Code Section 1774 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls), Section 1777.5 in the employment of apprentices on public works projects and Section 1811-1813 regarding the payment of overtime on public works projects.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Agency or its designee, along with its request for payment, all applicable and necessary certified payrolls for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandated Labor Laws, as well as any additional documentation requested by the Agency or its designee pursuant to Labor Code Section 1720 et. seq.

The Agency shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted. In the event
that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

The work herein described may fall into the category of public works projects for Federal and State requirements. CONTRACTOR shall abide by applicable Federal and State laws concerning the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5, 1720.4 and 1813; Public Resources Code Section 75075). The terms of this provision shall apply to any subcontracted labor used in the execution of this agreement. Contractor is required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for contractors performing public works projects. If federal funding is incorporated in this project, the contract requirements of the Davis Bacon and Related Acts and a copy of the applicable federal wage determination shall be attached as an Appendix to this agreement.

The California General Prevailing Wage determinations for crafts associated with public works projects shall apply to this project. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon the Contractor and all subcontractors to pay not less than the said specified rates to all workers employed by them in the performance of this contract. It shall also be mandatory upon the Contractor and all subcontractors to comply with all other California Labor Code or Federal requirements, which include, but are not limited to, required reporting, payment of fringe benefits, the employment of apprentices, hours of labor, jobsite posting requirements, retention of payroll records and debarment of contractors and subcontractors, to the extent applicable. Copies of Certified Payroll reports for all Prevailing Wage payroll paid by the CONTRACTOR and any subcontractors shall be provided in a timely manner to BCRCD. BCRCD may withhold all or part of applicable progress or final payments for the failure to submit complete and correct certified payrolls and related labor compliance documentation. Final payment may be withheld pending receipt and review of all Certified Payroll reports and all other required labor compliance documents.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of
Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

G. Category A Delays

For the purpose of these Contract Documents, the term "Category A Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fire, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; acts of a governmental agency; priorities or privileges established for the manufacture, assembly or allotment of materials necessary in the construction of the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by the BCRCD insofar as they necessarily require additional time in which to substantially complete the work; the prevention by the BCRCD of the Contractor from commencing or prosecuting the work because of the acts of others, excepting the Contractor's subcontractors; or the prevention of the Contractor from commencing or prosecuting the work because of a city-wide failure of public utility service. Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The BCRCD may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs, and such shall then be classified as a "Category A Delay". The term "Category A Delay" shall specifically not include (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor substantial completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by the BCRCD for review of plans submitted by the Contractor and for the making of surveys, measurements and inspection; and (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other contractors employed by the BCRCD which does not necessarily prevent the completion of the whole work within the time specified.

H. Category B Delays

For the purposes of these Contract Documents, the term "Category B Delays" shall mean delays caused directly by loss or damage to the project caused by the perils covered by the Builder's Risk insurance provided for by the Agreement or by any war declared by an enactment of the Congress of the United States of America.
VI LIQUIDATED DAMAGES

The provisions for Liquidated Damages appearing in the Instructions to Bidders, are incorporated by reference as if fully set forth herein. Liquidated damages of $500.00 per day will be charged the Contractor for each day of delay beyond the substantial completion date.

VII NOTICE OF DELAY

The Contractor shall promptly notify the BCRCD in writing of any anticipated delay in the prosecution of the work, and, in any event, promptly upon the occurrence of a delay. Said notice shall constitute an application for an extension of contract time only if it is reviewed and approved by the BCRCD Board of Directors. Failure by the Contractor to make a timely request will result in a waiver of the right to such extension. The BCRCD may take steps to prevent the occurrence of continuance of the delay and/or may determine to what extent the completion of the work is delayed thereby.

VIII NO WAIVER OF RIGHTS

Neither the inspection by the BCRCD or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the BCRCD, nor any extensions of time, nor any position taken by the BCRCD or its agents shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the BCRCD or any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy herein provided; and the BCRCD shall have any and all equitable and legal remedies which it would in any case have.

IX AGREEMENT CONTROLS

In the event of a conflict between the Contract Documents, the conflict shall be resolved by giving precedence in the following order: (1) This Agreement Form; (2) the Notice to Contractors; (5) the Instructions to Bidders; (6) the Construction Requirements text.

CONTRACT AGREEMENT

CERTIFICATION

BCRCD:

Signature: _________________________ Dated: _______________________
Printed Name: __________________________
Title: ________________________________
Contractor:

Signature: _________________________ Dated: _______________________

Printed Name: ________________________________

Title: _______________________________________

Company: ___________________________________

END OF SECTION
ARTICLE 1 - DEFINITIONS Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Agreement - The written and signed contract between the BCRCD and the General Contractor that is entitled "Agreement."

1.2 Application for Payment - The form furnished by the BCRCD to be used by the Contractor in requesting progress payment. This includes the schedule of values and an affidavit of Contractor that progress payments received on account of the work have been applied by Contractor to discharge in full all of the Contractor's obligations as reflected in prior Applications for Payment and otherwise.

1.3 Architect / Engineer - The person licensed by the State of California (architect or engineer) who is fully responsible for the Contract Drawings and Project Manual, Addenda and modifications.

1.4 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.5 Bidder - Any person, firm or corporation, licensed in the State of California, submitting a bid for the work.

1.6 Bonds - Bid, performance, and labor and material payment bonds and other instruments of security, including lien and stop-notice bonds, furnished by the Contractor and his Surety in accordance with the Contract Documents.

1.7 Calendar Day (or "Day") - A day of twenty-four hours measured from one midnight to the next midnight, Pacific Time. Unless otherwise indicated, a "day" shall mean a calendar day.

1.8 Change Order - A written order, issued by the Project Manager to Contractor, signed by the Project Manager, Engineer and BCRCD authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time.

1.9 Contract Completion Date - The date established in the Contract Documents for the completion of the construction phase of the project, namely, the Estimated Completion Date and Fixed Completion Date.
1.10 Contractor - The person, firm or corporation with whom BCRCD has executed the Agreement and who is fully responsible for the performance of the work.

1.11 Contract Documents - The Agreement, Addenda, Contractor's Bid, the Bonds, and Notice of Award, these General Conditions, Supplementary Conditions, Specifications, Plans, Drawings and Modifications. The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be modified or amended only by a Modification as defined in these General Conditions.

1.12 Contract Price - The total amount stated in the Agreement as payable to Contractor for the performance of the work under the Contract Documents, including authorized adjustments thereto.

1.13 Contract Time - The total amount stated in the Agreement for the completion of the work.

1.14 County – County of Butte, a public entity organized and existing pursuant to the laws of the State of California.

1.15 Drawings - The drawings and/or plans which show the character and scope of the work to be performed, and which have been prepared or approved by the Architect / Engineer and are referred to in the Contract Documents.

1.16 Field Order - A written order issued by the Project Manager which clarifies or interprets the Contract Documents in accordance with paragraph 9.2, or orders minor changes in the work in accordance with paragraph 11.3.

1.17 Furnish - To "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."

1.18 General Conditions - That part of the Contract Documents which sets forth many of the rights, responsibilities and relationships of the parties involved or of the contract.

1.19 General Requirements - The General Requirements are contained in Design Report of the Plans for Construction of the “Restoration of Walnut Orchard Bidwell-Sacramento River State Park” in these Contract Documents. The General Requirements are the administrative functions which the Contractor is bound to perform by the Contract.

1.20 Inspector - An authorized representative of the BCRCD who is assigned to make a detailed inspection of any or all portions of the work or materials thereof.
1.21 Install - Describes operations at project site including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.”

1.22 Instructions to Bidders - That part of the Bidding Requirements which contain the format of the bid, and the availability of the Contract Documents.

1.23 Notice of Award - The written notification to the Contractor, from the BCRCD of Butte County, of the BCRCD of Butte County’s intent to execute the Contract.

1.24 Notice to Bidders - A notice contained in the Bidding Requirements informing prospective bidders of the opportunity to submit bids on a project and setting forth the procedures for doing so.

1.25 Notice to Proceed - The written notice given by the BCRCD to Contractor fixing the date on which Contractor shall start to perform his obligations under the Contract Documents.

1.26 O.P.C.I. – Owner (BCRCD of Butte County) purchased/Contractor receives, stores, and installs.

1.27 Per - In accordance with or in compliance with.

1.28 Progress Payment - Payment for work completed by measuring the work in place and applying the percentage complete of the measured amount to a previously agreed unit cost to determine the total payment.

1.29 Project - The entire work to be performed as provided in the Contract Documents.

1.30 Project Manager - The authorized representative of the BCRCD.

1.31 Project Manual - A part of the Contract Documents containing Introductory Information, Bidding Requirements, Contracting Requirements, Specifications, and Opening and Room Finish Schedules bound in one or more volumes.

1.32 Project Work Schedule - A diagram showing proposed times of starting and completing various elements of the work.

1.33 Provide - “To furnish and install, complete and ready for the intended use.”

1.34 Punch List - A list, made near the completion of work, indicating items to be furnished or work to be performed by the Contractor or Subcontractor in order to complete the work as specified in the Contract Documents.
1.35 Butte County Resource Conservation District (BCRCD) – a non-regulatory public agency (special district) organized and existing pursuant to the laws of the State of California whose mission is “to assist citizens with managing, conserving and improving the natural resources of Tehama County.”

1.36 Schedule of Values - A statement furnished by the Contractor to the Project Manager reflecting the portions of the contract sum allotted for the various parts of the work.
1.37 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate in detail the equipment, material or some portion of the work.

1.38 Specifications - The portion of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

1.39 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor, or with any other subcontractor, for the performance of a part of the work.

1.40 Substantial Completion, Date of - The date as certified by the BCRCD in a Notice of Completion pursuant to paragraph 14.8 of these General Conditions.

1.41 Work - The completed construction in the manner required by the Contract Documents. This includes without limitation all labor, services, and supervision necessary or appropriate to produce such construction, all materials, supplies and equipment incorporated or to be incorporated in such construction, and all obligations, duties and responsibilities with respect to such construction set forth in the Contract Documents.

1.42 Working Day - Any day not a legal holiday, Saturday or Sunday

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Execution of Agreement:

2.1.1 The Agreement and such other Contract Documents as designated by the BCRCD, shall be executed and delivered by the Contractor to the BCRCD within ten (10) days of the Notice of Award. BCRCD will execute and deliver one counterpart to Contractor within five (5) days of receipt of the executed Agreement from Contractor.

2.2 Delivery of Bonds:

2.2.1 Prior to execution of the Agreements by the Contractor, Contractor shall deliver to BCRCD such Bonds as he is required to furnish in accordance with the Contract Documents.
2.3 Copies of Documents:

2.3. 1 BCRCD shall furnish to Contractor 2 copies of the Contract Documents for the execution of the work. Additional copies will be furnished at cost of reproduction upon request.

2.4 Contractor's Pre-Start Representations:
2.4.1 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, work, locality and with all local conditions including federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.

2.4.2 Contractor also represents that he has familiarized himself with all surveys and investigation reports of surface and latent physical and that he has correlated the results of all such data with the requirements of the Contract Documents.

2.5 Commencement of Time; Starting the Project:

2.5. 1 The contract time will commence on the date fixed by the Notice to Proceed. The Contractor shall start to perform the work under the Contract Documents on or before the tenth working day after the date assigned in the Notice to Proceed.

2.5.2 The provisions set forth in the Agreement are incorporated by reference as if fully set forth herein.

2.6 Before Starting Construction:

2.6. 1 The Contractor shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon; and verify all applicable field measurements prior to undertaking each part of the work. He shall at once report in writing to the Project Manager any conflict, error or discrepancy which he may discover. Contractor shall be responsible for exercising reasonable care and skill in reviewing the Contract Documents to determine whether there is any conflict, error or discrepancy therein, and shall be responsible for notifying the Project Manager. No claim for additional compensation shall be made by the Contractor for extra work created by Contract Document conflicts, errors or discrepancies which a reasonable Contractor would have discovered prior to commencing work.

2.6.2 Contractor shall submit the required Schedule of Values and activity cost information in accordance with the General Requirements of these specifications.

2.6.3 The Contractor shall furnish the BCRCD all certificates of insurance required by the Contract Documents after the "Notice of Conditional Award" and prior to the "Notice to Proceed," in types and amounts set forth in Article 5.
ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Contract Documents to describe a complete project to be constructed. As stated in paragraph 1.11, the Contract Documents comprise the entire contract between BCRCD and Contractor. They may be altered only by a Modification, as defined in paragraph 1.11.

3.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents shall nonetheless be required if it is consistent therewith and is reasonably inferable therefrom as being necessary or appropriate to produce the intended results. Should the Contractor discover a conflict, error, or discrepancy in the Contract Documents, he (she) shall immediately call it to the attention of the BCRCD in writing before proceeding with the work affected. Contractor agrees that proceeding with work without first giving such notice shall constitute a waiver by Contractor of any claim for additional time or money. Where there is a conflict, the Contract Documents, Specifications shall govern over the drawings; figure dimensions and drawings shall govern over scale drawings. Words and abbreviations that have technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

Availability of Lands:

4.1.1 BCRCD shall furnish the lands upon which the work is to be done, right-of-way for access thereto, and other such lands which are designated in the Contract Documents for the use of the Contractor. Contractor shall provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions:

4.2.1 The Contractor shall immediately, and before any such conditions are disturbed, notify the Project Manager in writing of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown and unforeseen physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do materially so differ to cause an increase or decrease in the time required for performance of the work, an appropriate adjustment in Contract Time may be made in accordance with Article 12 of these General Conditions. The Contract Documents may be modified by Change Order accordingly. In no event shall Contractor be entitled to increased compensation for such differing conditions, unless provided for in such Change Order.
4.2.2 No increase of time under paragraph 4.2 shall be allowed unless the Contractor shall have
given the written notice described in paragraph

4.2.1 not later than 24 hours after such conditions are discovered, and before such conditions
are disturbed. Contractor shall not proceed with the work affected by such conditions until
directed in writing by Project Manager. Furthermore, no increase shall be given unless it is
shown that Contractor's own investigation was done competently and did not disclose the error
or condition. Failure of Contractor to give written notice and providing an opportunity for the
Project Manager to investigate shall constitute a waiver by Contractor of any claim for additional
time or money.

4.2.3 Groundwater, in whatever amount or condition, shall be deemed usual and ordinarily
encountered and generally recognized as inherent in the work of the character provided for in
the Contract Documents. Dewatering is the responsibility of the Contractor. No claim for a
Modification of Contract time or price will be allowed for such conditions.

4.3 Reference Points:

4.3.1 BCRCD shall provide engineering reference points as shown on the plans for construction.
Contractor shall be responsible for surveying and laying out work unless otherwise provided in
the Contract Documents, and shall protect and preserve the established reference points and
shall not change or relocate them without the prior written approval of Project Manager.
Contractor shall report to Project Manager whenever any reference point is lost or destroyed or
requires relocation because of changes in grades or locations. The cost of replacing and
accurately relocating all reference points so lost, destroyed or moved shall be borne by the
Contractor.

ARTICLE 5 - BONDS AND INSURANCE

5.1.1 Contractor shall obtain and maintain continuously comprehensive general liability
insurance and/or other insurance necessary to protect the public with limits of liability of not less
than $1,000,000 combined single limit bodily injury and property damage per occurrence with a
$1,000,000 combined single limit annual aggregate with appropriate coverage endorsements to
include broad-form contractual, broad form property damage, contractor’s protective,
product/completed operations, auto and non-owned auto, personal injury, and fire-legal liability
where applicable. The general aggregate limit shall apply separately to this project, or
Contractor shall provide insurance with a general aggregate limit of $2,000,000. Such insurance
shall include “BCRCD of Butte County, its elected officials, officers, and employees as an
additional insured”, and shall not be reduced or canceled without 30 days written prior-notice
certain to the BCRCD. Contractor shall provide the BCRCD a certificate of insurance and an
additional insured endorsement as evidence of insurance protection provided which lists
“BCRCD of Butte County” as the certificate holder. Insurance certificates provided by any
insurance company or underwriter shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company”, or similar language. If Contractor has employees, he/she shall obtain and maintain continuously workers’ compensation insurance to cover Contractor and Contractor's employees and partners.

5.1.2 The Contractor, upon notification of receipt by the BCRCD of any cancellation notice shall file with the BCRCD a replacement certificate with another insurance company meeting the financial requirements of the BCRCD and the coverage requirements. Failure to maintain any of the above required insurance shall require the immediate discontinuation of work until replacement insurance is furnished to the BCRCD. All payments due or that become due will be withheld until notice of replacement is received. Any failure to maintain insurance will be sufficient cause for termination of the contract.

5.1.3 Automobile Liability Insurance: Contractor shall carry Bodily injury and Property Damage liability including coverage for owned, hired and non-owned automobiles. The limits of liability shall be not less than $1,000,000 Bodily Injury, $300,000 Property Damage or $1,000,000 Combined Single Limit Bodily Injury and Property Damage

5.1.4 As evidence of the insurance required by this agreement, certificates of workers compensation, general liability and automobile liability shall be furnished to the BCRCD before any work is commenced by the Contractor.

5.2 Builders Risk Insurance: The Contractor will not be required to obtain Builder's Risk Insurance. The Contractor will be responsible for building materials not installed and for the Contractor's tools, other equipment or supplies. The Contractor shall also be required to protect the construction project as stipulated elsewhere in this contract.

5.3 Performance, Payment, and Other Bonds:

5.3.1 Prior to the commencement of any work, Contractor shall furnish performance and payment bonds as security for the faithful performance and payment of all Contractors' obligations under the contract documents. These bonds shall be in amounts at least equal to the contract price and in a form satisfactory to BCRCD. Surety company providing said bonds shall have a Best financial rating of at least A- : VII and be licensed in the State of California.

5.3.2 If at any time the Surety on any bond furnished by Contractor is adjudicated bankrupt, commences any proceeding under the Bankruptcy law of the United States, becomes insolvent, makes a general assignment for the benefit of creditors or has its right to do business terminated in California, or for any other reason is unable or unwilling to continue in business, Contractor shall within five calendar days thereafter substitute another bond in a Surety who meets the BCRCD's financial rating requirement.

5.4 Responsibility for Damage:
5.4.1 Approval of the Contractor's insurance by the BCRCD of Butte County shall not decrease the extent to which the Contractor or any subcontractor may be held responsible for payment of any and all damages resulting from Contractor's operations.

5.4.2 The Contractor shall assume the defense of and indemnity and save harmless the BCRCD, its elected officials, officers and employees, as well as the Project Manager, Engineer and the officers, agents and employees of each of them, from any and all loss, liability or damage including attorney's fees and from all suits, actions, damages or claims of every nature and description to which they may be subjected or put by reasons of injury to persons or property arising out of, in connection with, or incident to the execution of the work or resulting from the active or passive negligence or carelessness on the part of the Contractor, Contractor's employees or agents in the delivery of materials and supplies by its employees or agents, including any failure to fulfill the terms of all laws and regulations which apply to this Contract together with any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use in or about the said work of any article or materials; and the BCRCD shall have the right to estimate the amount of such damage and to cause the Contractor to pay same, and the amount to be paid for such damage shall be deducted from the money due to the Contractor under this Contract; or the whole or so much of the money due or to become due to the Contractor under this Contract, as may be considered necessary by the BCRCD, shall be retained by the BCRCD until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the BCRCD. Contractor shall assume the defense of and indemnity and save harmless BCRCD, its elected officials, officers and employees, as well as the Engineer, Project Manager and the officers, agents and employees of each of them in respect to any mechanics lien, foreclosure actions filed by any subcontractor or material man relative to the construction.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 6.1 Supervision and Superintendent:

6.1.1 Contractor shall supervise and direct the work effectively, efficiently and with his best skill and attention. He shall have sole responsibility for the means, methods, techniques, sequences, procedures of construction, and for coordinating all portions of his work under the Contract Documents. Contractor shall be responsible for the finished work complying accurately with the Contract Documents.

6.1.2 The Contractor shall designate in writing, before starting work, the name, qualifications and experience of his proposed representative who must be approved by the Project Manager. Said representative shall have authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of work at all times while work is in progress. Arrangements for responsible supervision, acceptable to Project Manager, shall be made for emergency work required during periods when work is suspended.

6.1.3 The Contractor shall notify the Project Manager, in writing, when he desires to change his representative. He shall provide all necessary information regarding his new representative
when submitting request for approval. Any substitute representative shall require the approval of the Project Manager, which may not be unreasonably withheld.

6.1.4 In emergencies when the Contractor or his authorized representative is not present on any particular part of the work, directions will be given by the Project Manager and obeyed by the superintendent or foreman in charge of the particular work. Such directions will be confirmed in writing to the Contractor’s authorized representative.

6.1.5 The Contractor shall identify, in writing, the individuals who are authorized to sign Change Orders to the Contract.

6.1.6 The Contractor shall remove his representative from the work and propose a substitute if Project Manager reasonably concludes that such representative is unable or unwilling to properly supervise the work in such a manner as to ensure its timely and successful completion in accordance with Contract Documents.

6.1.7 The Contractor shall maintain daily job site activity logs which record: location and number of all manpower on the site by his own and subcontractors’ forces; all work being performed and whether such work is part of the base contract or change order; all work being performed and whether such work is part of the base contract or change order; all construction equipment in use, and not in use, and reasons why not in use; weather and site conditions; and delays or obstructions to the work. The Contractor shall sign the log representing that the information contained therein is true, accurate and complete.

6.2 Verified Reports:

6.2.1 The Contractor shall completely fill out, sign and date the appropriate Verified Reports, as required by Sections 4-336, and 4-343(c) of Title 24, Part I, California Code of Regulations. Copies of these reports shall be sent to the BCRCD

6.3 Labor, Materials and Equipment:

6.3.1 Contractor shall provide competent, suitable qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. Contractor shall at all times enforce strict discipline and good order on the project. He shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

6.3.2 Contractor shall furnish all materials, equipment, labor, transportation, and machinery, tools, appliances, other facilities and incidentals necessary for the execution, testing, initial operation and completion of work.

6.3.3 All materials and equipment incorporated in the work shall be new, except as otherwise provided in the Contract Documents. If required by Engineer or Project Manager, Contractor
shall furnish satisfactory evidence as to the kind, quality, source and purchase of materials and equipment.

6.3.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable manufacturer, fabricator or processors.

6.4 Substitute Materials or Equipment:

6.4.1 The Product Requirements (Division 01600) of the Specifications may permit Contractor to furnish or use a substitute that is equal to any material or equipment specified. If the Contractor wishes to furnish or use a proposed substitute, he shall, promptly and within 20 days of the Notice to Proceed, make written application to the Engineer/Project Manager for approval of such substitute, certifying and warranting in writing that the proposed substitute will perform the functions called for by the Contract Documents, be of the same quality as that specified and be suited to the same use. Contractor shall state whether or not its incorporation in or use in connection with the project is subject to payment of any license fee or royalty and also shall identify all variations of the proposed substitute from that specified and indicate available maintenance service. No substitute shall be ordered or installed without the written approval of the Engineer whose decision as to substitutions shall be final and conclusive. Engineer/Project Manager may require the Contractor to furnish other such data about the proposed substitute that Engineer considers pertinent.

6.4.2 No substitution shall be ordered or installed without such supplemental performance guarantee and bonds as BCRCD may require, all of which shall be furnished at Contractor's expense. Contractor shall be responsible for determining the required delivery date for incorporation into the work and shall certify that this date has been confirmed with the supplier of the substituted item.

6.5 Subcontractors:

6.5.1 Contractor shall investigate and assure himself and the BCRCD of the experience and skill of all subcontractors performing work specified by the Contract Documents as well as the financial stability of such subcontractors. Contractor shall not recommend any subcontractor or other person or firm, whether initially or as a substitution against whom BCRCD, at BCRCD's sole discretion, may have reasonable objection. If BCRCD who has no duty to investigate, but has the right to do so, after due investigation, has a reasonable objection to any subcontractor, supplier or material man proposed by Contractor, Contractor shall propose an acceptable substitute. Contractor shall be fully responsible for all acts and omissions of his subcontractors, and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the BCRCD, Project
Manager or Engineer and any subcontractor, or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of BCRCD, Project Manager or Engineer to pay or see to the payment of any monies due any subcontractor or other persons or organizations.

6.5.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade. Neither the Engineer, nor Project Manager, nor BCRCD will act as arbiter to determine subcontract limits.

6.5.4 Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the BCRCD including, but not limited to, all time and notification requirements.

6.5.4 All work performed for Contractor by a subcontractor shall be pursuant to an appropriate agreement between Contractor and subcontractor which shall contain provisions for the waiver of all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance. Contractor shall pay each subcontractor a just share of any such insurance moneys received by Contractor.

6.6 Patent Fees and Royalties:

6.6.1 Contractor shall pay license fees and royalties and assume all costs incident to the use, in the performance of the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, device or product is specified in the Contract Documents for use in the performance of the work, and to the actual knowledge of BCRCD and Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by BCRCD in the Contract Documents. Contractor shall indemnify and hold harmless BCRCD, Project Manager, their employees, officers and agents, and Engineer, his consultants, and anyone directly or indirectly employed by either of them from and against consultants' and other experts' fees and expenses arising out of any infringement of patent rights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with alleged infringement of such rights.

6.7 Permits:

6.7.1 Contractor shall be responsible to assure all building permits, construction permits, fees and licenses necessary for the prosecution of the work are secured. The BCRCD has or will secure all required federal and state agency environmental permits and make payment for such directly to the permitting agency. The contractor is responsible for obtaining all, if required,
construction permits, licenses, utility connection agreements, temporary utility service and paying associated fees. The Contractor shall be responsible for assuring all proper permits and Best Management Practices are in place, understands and adheres to and that copies are present at construction site. No delay claim may be made by Contractor for any delay in obtaining any permit, license or utility connection agreement. The Contractor shall be responsible for all delays in obtaining all charges.

6.8 Laws and Regulations:

6.8.1 Contractor shall give notices and comply with all laws, ordinances, rules and regulations applicable to the work. Contractor shall use reasonable care and skill in determining whether or not the Specifications or Drawings are at variance therewith, and, if he observes such variance, he shall give the Project Manager and Engineer prompt written notice thereof. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager and Engineer, he shall bear all costs arising therefrom.

6.9 Taxes:

6.9.1 Contractor shall pay all sales, consumer use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

6.10 Use of the Premises:

6.10.1 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinance, permits or the requirements of the BCRCD and of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.10.2 Contractor shall not load nor permit any part of any structure to be loaded with weight that will endanger the structure, nor shall he subject any part of the work to stresses or pressure that will endanger it.

6.11 Record Drawings:

6.11.1 Contractor shall keep one current record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and Project Manager at all times, and shall be reviewed monthly concurrent with the Progress Payment Request. Upon completion of the project the Contractor shall deliver the record documents to the Project Manager for review and approval.

6.12 Safety and Protection:
Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss:

6.12.1.1 All employees on the work and other persons who may be affected thereby:

6.12.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.12.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.12.1.4 The Contractor represents that he has read and is thoroughly familiar with the California State Occupational Safety and Health Act, and regulations for construction promulgated thereunder, and agrees to comply with the Act and all such regulations applicable to the performance of the work. The Contractor accepts the duty of enforcing those regulations by federal, state or BCRCD Safety and Health Inspectors at the Contractor's work place at the job site or any area within the limits of construction and of the outcome of any such inspections. Contractor assumes exclusive responsibility for, and agrees to defend, indemnify and hold harmless the BCRCD, Project Manager, Engineer, and their elected officials, officers, agents, employees, consultants and representatives against all consequences of any violations of those regulations by the Contractor, including the payment of any fine, penalty and interest assessed in connection therewith, any court costs, undertakings, interest, and attorneys', accountants' consultants' and experts' expenses and fees incurred by the BCRCD.

6.12.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify BCRCD of Butte County of adjacent utilities when prosecution of the work might affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, and/or subcontractor, or anyone employed by them shall be remedied by Contractor at his own expense. Contractor's duties continue until such time as all the work is completed and Project Manager has issued a notice in accordance with paragraph 14.9 that work is acceptable.

6.12.3 Contractor shall designate a responsible member of his organization, at the site, satisfactory to the Project Manager, whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Project Manager.

6.13 Shop Drawings, Product Data, and Samples:
6.13.1 Shop drawings, product data, and/or samples are required by the Specifications for certain portions of the work. These shall be submitted according to a schedule of submittals to be accepted by the Project Manager and Engineer. Where a shop drawing, product data, or sample submittal is required by the Specifications, no related work shall be commenced until the submittal has been reviewed by the Engineer/Project Manager. A copy of each reviewed shop drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Project Manager, Engineer and Inspector.

6.13.2 The Contractor may submit a request for substitutions. The Contractor shall propose for approval all samples as specified or directed by the Engineer/Project Manager. The provisions of subparagraph 6.4 shall apply in such case.

6.13.3 Contractor shall check and verify all field measurements and submit shop or setting coordination drawings in 1/4"=1'0" scale to verify clearances for various trades, and schedules required for the work of the various trades, with such promptness as to cause no delay to the work.

6.13.4 Samples: Unless otherwise specified, submit samples in triplicate and of adequate size to show the quality, type and finish. Label each sample with the manufacturer's name, material name and quality, the Contractor's name, the project name and other pertinent data. Submit, with samples in triplicate a transmittal letter requesting approval. Prepay transportation charges to the Engineer's office on samples forwarded.

6.13.5 Contractor shall not order materials until receipt of written approval of shop drawings, product data, and samples.

6.13.6 Project Manager's or Engineer's review of shop drawings and samples shall not relieve Contractor from his responsibility for any deviation from the requirements of the Contract Documents. Nor shall any action by Engineer/Project Manager relieve Contractor from any responsibility for errors or omissions in the shop drawings.

6.14 Cleaning:

6.14.1 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials. He shall leave the site clean and ready for occupancy by BCRCD. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents.

6.15 Indemnification:
6.15.1 Contractor shall indemnify and hold harmless to the fullest extent permitted by law, the BCRCD, Engineer, Project Manager and their elected officials, officers, consultants, agents and employees, from and against all claims, damages, losses and expenses, including attorneys', accountants', consultants', and experts' fees and expenses, arising out of or resulting from the performance of the work attributable to bodily injury, sickness or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and caused in whole or in part by any negligent or other act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress. Such obligation shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity which otherwise exists under the Contract Documents or at law as to any party or person described in this paragraph or otherwise.

6.15.2 In any and all claims against BCRCD, Engineer, Project Manager, their elected officials, officers, employees, consultants or agents by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 6.15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability acts or other employee benefit acts.

6.16 Books and Records:

6.16.1 Contractor shall maintain books, records, documents and other evidence pertinent to the work in accordance with generally accepted accounting principles and practices. Such books, records, documents and other evidence shall be maintained for at least three years after the date of completion of the project. Access to the aforementioned books, records, documents and other evidence shall be available to the BCRCD or the Board, or any authorized representative of either, during the course of construction and for at least three years after completion of the project. Suitable facilities shall be provided for said access, and for the

ARTICLE 7 - WORK BY OTHERS

7.1 BCRCD may perform additional work related to the project or it may award other direct contracts therefore. Contractor shall afford the other persons or contractors who are parties to such direct contracts reasonable opportunity for the storage of materials and equipment and the execution of work. He shall properly connect and coordinate his work with theirs. No claim for time extension will be made by the Contractor due to any alleged problems or difficulties suffered due to work performed by others unless written notice within twenty-four hours of the commencement of said alleged delaying activities is given to the BCRCD.
7.2 If any part of Contractor's work depends, for proper execution or results, upon the work of any other such person or contractor, Contractor shall inspect and promptly report to Project Manager and Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work, except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3 Contractor shall do all cutting, fitting, and patching of his work that may be required to make the several parts come together properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work, and will only cut or alter their work with the written consent of the BCRCD and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other persons or contractors is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to Contractor prior to starting any such additional work.

ARTICLE 8 - BCRCD’S RESPONSIBILITIES

8.1 Communications: BCRCD will forward all instructions and decisions to Contractor through the Project Manager.

8.2 Right to Stop Work: The BCRCD has the right to stop or suspend work, and to award other work.

8.3 Project Manager:

8.3.1 The BCRCD will designate a Project Manager and assistants to enable it to carry out its responsibilities at the site. The Project Manager is the BCRCD's agent and shall act as directed by and under the supervision of the BCRCD Administrator.

8.3.2 The Project Manager will be the BCRCD’s sole authorized representative for the project. All correspondence to Engineer from Contractor will be copied to the Project Manager.

8.4 Disputes Resolution:

8.4.1 A dispute, or claim, or other matter in question arising out of or relating to the Contract Documents which is not disposed of by agreement shall be decided by the Project Manager promptly and in writing as provided in the Contract Documents. The decision of the Project Manager shall be final and conclusive on the Contractor unless, within 5 days from the receipt of such decision, Contractor submits to Project Manager a written claims submission and documentation as defined in paragraph 8.6 below.
8.5 Disputed Work:

8.5.1 Should Contractor object to any decision, order, directive, notice, action, or omission of Project Manager, Contractor may, within 5 days after receipt or occurrence of the same, or before commencing with the disputed work, whichever occurs first, furnish to Project Manager a written notice stating such objections.

8.5.2 Contractor shall furnish to Project Manager, beginning with the first day and at the end of each day detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the disputed work. Such records shall be of a form approved by Project Manager. Such records shall be signed by Contractor and verified by Project Manager.

8.5.3 Failure by Contractor to furnish such written notice and records specified in 8.5.1 and 8.5.2 shall constitute a waiver of Contractor's right to furnish a claim for the disputed work.

8.6 Claims Submission and Documentation:

8.6.1 Contractor may furnish a claim concerning a matter noticed in accordance with 8.5 to the BCRCD of Butte County, 150 Chuck Yeager Way Suite A, Oroville, CA 95965.

8.6.2 Contractor shall furnish 3 certified copies of claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based on BCRCD's records and the Contractor's furnished claim documentation.


8.6.4 Supporting documentation of merit for each issue shall be cited by reference, photocopied, or explained. Supporting documentation may include, but not be limited to general conditions, technical specifications, drawings, correspondence, conference notes, shop drawing, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary critical path method schedules, photographs, technical reports, requests for information, field instructions, and other related records.

8.6.5 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include but not be limited to certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders;
invoices; project as-planned and as-built costs; subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

8.6.6 Each copy of claim documentation shall include the following certification: 1. I certify under penalty of perjury, according to the laws of the State of California that this claim is made in good faith, that the supporting documentation is accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustments for which BCRCD is responsible. 2. Certification shall be signed in the same manner as the proposal was signed.

8.6.7 Should Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of Contractor, Contractor shall be liable to BCRCD for three times the amount of damages which the BCRCD sustains, plus the cost of civil action and may be liable to the BCRCD for a civil penalty of up to ten thousand dollars for each false claim.

8.7 Decisions on Claims:

8.7.1 Claims of Contractor arising under and by virtue of the contract will be decided by the BCRCD of Butte County Board of Directors, BCRCD Manager, BCRCD Counsel, the Engineer and the Project Manager all or in part who will furnish the decisions to Contractor in writing.

8.8 Release of Undecided Claims:

8.8.1 Undecided claims furnished to the BCRCD Board of Directors before execution of the final release of claims provided in 8.6 and not excepted therefrom shall be deemed released by Contractor upon execution of such release and will not be further considered by the BCRCD.

8.9 Exhaustion:

8.9.1 Contractor must exhaust all remedies and comply with all dispute resolution procedures set forth in paragraph 8.4 prior to filing suit which names the BCRCD, Engineer, Project Manager or any officer, employee, agent or affiliate thereof.

ARTICLE 9 - ENGINEER'S/ PROJECT MANAGER STATUS DURING CONSTRUCTION

9.1 Visits to Site:

9.1.1 Progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site observations to check quality or quantity of the work. On the basis of onsite observations as an Engineer/ Project Manager, the Engineer will keep the
Project Manager informed of progress of the work, and will endeavor to guard the BCRCD against defects and deficiencies in the work.

9.1.2 Engineer and his representatives will have access to the work at all times for the observation of the building operations, including the right to accept or reject materials and/or workmanship. The Engineer and his representatives shall perform their duties in accordance with Section 4-333(a) and 4-341, Title 24, California Code and Regulations.

9.1.3 In cases of emergency the Project Manager/Engineer may give directions to the Contractor, his authorized representative, or if neither are available, to the superintendent or foreman in charge of the particular work concerning which directions are given. Such directions will be confirmed in writing by the Project Manager.

9.2 Clarifications and Interpretations:

9.2.1 Engineer/Project Manager will issue with reasonable promptness through the Project Manager such written Field Orders, which will clarify or interpret the design intent of the Contract Documents as he may determine to be necessary. These Field Orders shall not entitle Contractor to any adjustment to the contract price or time.

9.3 Rejecting Defective Work:

9.3.1 Engineer and/or the Project Manager will have authority to disapprove or reject work which is "defective" (which term includes without limitation work that is unsatisfactory, faulty, does not conform to the requirements of the Contract Documents, does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2, or has been damaged prior to approval of final payment). He will also have authority to recommend to the Project Manager that he require special inspection or testing of the work as provided in paragraph 13.4, whether or not the work is fabricated, installed or completed.

9.4 Shop Drawings and Samples:

9.4.1 The Engineer is responsible for the review of samples. (See paragraph 6.13)

9.4.2 The Contractor shall submit for review, with reasonable promptness, all samples as specified or directed by the Engineer. The Engineer shall review samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with information given in the Contract Documents. The work shall be in accordance with reviewed samples.

9.5 Shop Drawings:
9.5.1 The Engineer shall review, with reasonable promptness, schedules and drawings for conformance with the design concept of the project and compliance with the Contract Documents. The Engineer's review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

9.5.2 Engineer shall be permitted a reasonable time to review such drawings and no claim for time extension or damages will be allowed for this time.

9.5.3 Satisfactory shop drawings shall be so identified by Engineer, dated, and a reproducible copy returned to the Contractor.

9.5.4 Should shop drawings be rejected, one reproducible copy set will be returned to the Contractor with indicated corrections and changes to be made. After making such corrections and changes, Contractor shall resubmit shop drawings, in numbers of copies required, until approval is obtained. Any corrections or changes indicated on the shop drawings shall not be considered as an extra work order.

9.6 Engineer will be the interpreter of the design and technical requirements of the Contract Documents and the compliance by the Contractor therewith. Neither the Project Manager, Engineer, nor BCRCD will be liable to the Contractor for the result of any interpretation or decision rendered in good faith. Disputes with respect to interpretations will be processed and resolved as provided for in paragraph 8.4.

9.7 Limitations on Engineer's Responsibilities

9.7.1 Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any finding or decision made by him in good faith, shall give rise to any duty or responsibility of Engineer to Contractor, any subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

9.7.2 Engineer will not be responsible for Contractor's means, methods, techniques, sequences, division and allocation of the work or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

9.7.3 Engineer will not be responsible for the acts or omissions of Contractor, or any subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

9.7.4 Nothing in these General Conditions or in the Contract Documents shall be deemed to establish a contractual relationship, direct or otherwise, between Engineer and Contractor.

ARTICLE 10 - CHANGES IN THE WORK:
10.1 The BCRCD may at any time or from time to time order additions, deletions or revisions in the general scope of the work without invalidating the Contract Documents and without notice to the sureties.

10.2 Changes will be authorized by a Change Order. Upon receipt of a Change Order, Contractor shall immediately proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the contract price or any extension or shortening of the contract time, an adjustment will be made as provided in Articles 11 and 12, on the basis of a claim made by either Contractor or BCRCD.

10.3 Changes, Omissions, or Additions shall be made only through a standard written order of the Engineer and approved by the BCRCD of Butte County. Change Orders will be issued only before or at the time of change, and the expense or responsibility for any change or damage without said order shall rest entirely with the Contractor.

10.4 BCRCD may order minor changes or alterations in the work not involving extra costs or extension of time, and not inconsistent with the overall intent of the Contract Documents. Such changes may be ordered by a Field Order.

10.5 When necessary, in order to avoid delay to the work, the Project Manager may authorize the Contractor to proceed with the work pending completion of a change order. This prior authorization may be verbal; however, it must be confirmed in writing as soon as possible by the authorizing individual. Whenever work is to proceed on the basis of such prior authorization, the Contractor must be notified in writing to proceed with the work pending approval of the change order. In the case of a change order requested by the Contractor, the BCRCD must have positive assurance that he will execute the change order before allowing work to proceed. Preparation and final approval of change orders for work covered under prior authorization must be actively pursued. Prior authorization does not include authority to make payment for the work.

10.6 No claims for adjustment of contract price or time for delays or costs due to material shortage, transportation difficulties, labor shortage, or dewatering, will be paid by BCRCD except as defined in subparagraphs 12.1.2 and 12.1.3. 10.7 Additional work performed by Contractor without authorization of a change order shall be at Contractor’s own expense. Contractor shall not be entitled to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in subparagraphs 6.1.4 or 9.1.3, for such work performed without a change order.

10.8 The BCRCD may order changes in the work. Notwithstanding any dispute or controversy that may arise in connection with a claim for adjustment of contract price, in the event of such changes Contractor shall proceed with the work promptly and diligently upon written order from
Project Manager. The contract price may be changed pursuant to Article 11 without notice to the Surety.

10.9 In the event that there is any dispute between the BCRCD and Contractor with relation to any payment to be made under this contract, whether by reason of change order; progress payment; or otherwise, Contractor shall submit a claim pursuant to Articles 11 and 12 but will not be entitled to walk off the job or stop work in any manner and is under a full obligation to complete each and every term and condition of the contract.

10.10 Dispute resolutions provisions of paragraphs 8.5 and 8.6 are applicable to changes in the work except as in Articles 11 and 12.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 Contract Price:

11.1.1 The Contract Price constitutes the total amount payable to Contractor for performing the work under the Contract Documents. All duties, responsibilities and obligations assigned to or undertaken by Contractor in respect to work under the Contract Documents shall be at his expense without change of the Contract Price.

11.1.2 If Contractor wishes to make a claim for an increase to the contract price, he shall give Project Manager written notice thereof not later than five (5) days after the occurrence of the event giving rise to such claim. Within ten (10) days thereafter, Contractor shall supply all supporting documents for such claim, including but not limited to time slips for labor and time slips for equipment. Failure to provide all supporting documents shall constitute a waiver of such claim by Contractor.

11.1.3 The written notice shall set forth the reasons for which the Contractor believes additional compensation is due, the nature of the costs involved and the amount thereof. The notice must be given to the Project Manager prior to Contractor's performing the work-giving rise to the claim for additional compensation.

11.1.4 Differences between the parties arising under and by virtue of the contract shall be brought to the attention of the respective parties at the earliest possible time in order that such matters may be promptly settled. The Contractor hereby agrees that he shall have no right to additional compensation for any claim for which written notice was not filed in strict compliance with this paragraph.

11.2 The cost or credit to the BCRCD resulting from a change in the work, from a prior authorization, or from any claim for an increase or decrease in the contract price shall be determined by the Project Manager in one of the following ways:
11.2.1 By a lump sum properly itemized, and showing direct cost and markup, and supported by such substantiating data as may be required by the Project Manager to permit evaluation; allowable markup shall not in any case exceed the amount set forth below: 1. For work performed by the Contractor's own forces, for changes up to $30,000.00, an additional 10% for overhead and 5% for profit may be added; 2. For changes in excess of $30,000, the sums in excess of $30,000 are allowed an additional 8% for overhead and 5% for profit; 3. For work performed by subcontractors, the subcontractors' billings shall be limited to the markups as described for the Contractor, except the Contractor may add 10% to the gross amount as set forth by the subcontractor, as his fee for coordinating and implementing such changed work by the subcontractor; 4. Overhead includes, but is not limited to, the costs of bonds, insurance, supervision, office expense, management, transportation and small tools allowance.

11.2.2 Where the work involved is related to unit prices, by application of unit prices to quantities involved; or

11.2.3 On the basis of force account as provided for in paragraph 11.3 which shall be employed only at the Project Manager's sole discretion, which shall not be an election of the Contractor.

11.2.4 All work undertaken by prior authorization shall be on the basis of force account, until and unless a lump sum is agreed upon.

11.3 Force Account Payment - When extra work is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Project Manager and compensation will be determined as follows:

11.3.1 Work Performed by Contractor - The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections "Labor," "Materials" and "Equipment Rental," except where agreement has been reached to pay in accordance with Section "Work Performed by Special Forces or Other Special Services."

11.3.2 To the total direct costs computed as provided in Sections "Labor," "Materials," and "Equipment Rental," there will be added a markup as defined in paragraph 11.2.1.

11.3.3 The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections "Labor," "Materials," and "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefore.

11.3.4 When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the BCRCD of Butte County of such work. No additional
payment therefore will be made by the BCRCD of Butte County by reason of the performance of the work by a subcontractor or other forces.

11.3.4.1 Labor - The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Project Manager) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

11.3.4.2 Actual Wages - The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

11.3.4.3 Labor Surcharge - To the actual wages, as defined in Section 11.4.2 will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws, specifically worker's compensation, social security, Medicare, Federal unemployment insurance, State unemployment insurance and State training taxes, and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 11.4.2 and subsistence and travel allowance as specified in Section 11.3.4.4.

11.3.4.4 Subsistence and Travel Allowance - The actual subsistence and travel allowance paid to such workmen.

11.3.4.5 Materials - The BCRCD of Butte County reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials. Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

11.3.4.6 If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Project Manager plus the actual costs, if any, incurred in the handling of such materials.

11.3.4.7 If the materials are obtained from a supply or a source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

11.3.4.8 If the cost of such materials is, in the opinion of the Project Manager, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which
such materials are available in the quantities concerned delivered to the job site, less any
discounts as provided in Section 11.4.1.

11.3.4.10 Equipment Rental - The Contractor will be paid for the use of equipment at the rental
rates listed for such equipment in the Department of Transportation publication entitled Labor
Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is
accomplished and which is a part of the contract, regardless of ownership and any rental or
other agreement, if such may exist, for the use of such equipment entered into by the
Contractor. If it is deemed necessary by the Project Manager to use equipment not listed in the
said publication, a suitable rental rate for such equipment will be established by the Project
Manager. The Contractor may furnish any cost data, which might assist the Project Manager in
establishment of such rental rates. The rental rates paid as above provided shall include the
cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and
maintenance of any kind, depreciation, storage, insurance, and all incidentals. Operators of
rented equipment will be paid for as provided in Section 11.4.1(1) "Labor." All equipment shall, in
the opinion of the Project Manager, be in good working condition and suitable for the purpose
for which the equipment is to be used. Unless otherwise specified, manufacturer's ratings and
manufacturer's approved modifications shall be used to classify equipment for the determination
of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of
at least the minimum rating recommended by the manufacturer. Individual pieces of equipment
or tools not listed in said publication and having a replacement value of $150 or less, whether or
not consumed by use, shall be considered to be small tools and no payment will be made
therefore. Rental time will not be allowed while equipment is inoperative due to breakdowns.

11.3.4.11 Equipment on the Work - The rental time to be paid for equipment on the work shall be
the time the equipment is in operation on the extra work being performed, and in addition, shall
include the time required to move the equipment to the location of the extra work and return it to
the original location or to another location requiring no more time than that required to return it
to its original location, except that moving time will not be paid for if the equipment is used at the
site of the extra work on other than such extra work. Loading and transporting costs will be
allowed, in lieu of moving time, when the equipment is moved by means other than its own
power, except that no payment will be made if equipment is used at the site of the extra work on
other than such extra work. The following shall be used in computing the rental time of
equipment on the work: (1) When hourly rates are listed, less than 30 minutes of operation shall
be considered to be ½ hour of operation. (2) When daily rates are listed, less than 4 hours of
operation shall be considered to be ½ day of operation.

11.3.4.12 Equipment Not on the Work - For the use of equipment moved in on the work and
used exclusively for extra work paid for on a force account basis, the Contractor will be paid the
rental rates listed in the Department of Transportation publication entitled Labor Surcharge and
Equipment Rental Rates, which is in effect on the date upon which the work is accomplished
and which is a part of the contract, and for the cost of transporting the equipment to the location
of the work and its return to its original location, all in accordance with the following provisions:
(1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Project Manager in advance.

(2) The BCRCD of Butte County will pay the costs of loading and unloading such equipment.

(3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.

(4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.

(5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Project Manager directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

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Over 8 Hours in operation The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation. When daily rates are listed, payment for ½ day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.
(6) Should the Contractor desire the return of the equipment to a location other than its original location, the BCRCD of Butte County will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting and loading and unloading equipment, as above provided will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis. When extra work, other than work specifically designated as extra work in the Plans for Construction of the Ponderosa Way Road Drainage Demonstration Project, is to be paid for on a force account basis, and the Project Manager determines that such extra work required the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Project Manager may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

(a) The Project Manager shall specifically approve the necessity for the use of particular equipment on such work.

(b) The Contractor shall establish to the satisfaction of the Project Manager that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.

(c) The Contractor shall establish to the satisfaction of the Project Manager that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.

(d) The Project Manager shall approve the equipment source and the equipment rental rate to be paid by the BCRCD before the Contractor begins work involving the use of said equipment.

11.3.4.13 BCRCD of Butte County-Operated Equipment - When BCRCD of Butte County operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows: Payment for the equipment will be made in accordance with the provisions in Section 11.3.4.10, "Equipment Rental." Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project, or in the absence of such workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the BCRCD of Butte County-operator will be added to the cost of labor described herein, in accordance with provision in Section 11.3.4.3 "Labor Surcharge." To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided for in Section 11.3.1 "Work Performed by Contractor."
11.4.1 Work Performed by Special Forces or Other Special Services - When the Project Manager and the Contractor, by agreement, determine that a special service for an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such services or extra work item may be performed by a specialist. Invoices for such service of item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material and equipment rental costs when it is impractical and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility, may, by agreement, be accepted as a specialty billing. To the specialist invoice price, less a credit to the BCRCD for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 11.3.1 "Work Performed by Contractor."

11.4.2 Records - The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

11.5 The amount of credit to be allowed to BCRCD for any change which results in a net decrease in cost of the work, will be the amount of the actual net decrease as determined by the Project Manager. When both additions and credits are involved in any one change, any Contractor's fee under paragraph 11.3.3 shall be calculated on the basis of the net increase, if any.

11.6 Whenever the cost of any work is to be determined pursuant to paragraph 11.3, Contractor will submit in form prescribed by BCRCD an itemized cost breakdown together with supporting data.

11.7 Disputes, claims and matters in question arising out of or relating to the interpretation of implementation of Article 11 shall be submitted and resolved in accordance with paragraph 8.5.

11.8 Cash Allowances - NOT APPLICABLE Contract Change Order Form
11.9 All parties agree that the following form shall be used for all change orders:

Contract Change Order Number: _____
Date: ________ Sheet: ___ of ______

_______________________________. You are hereby directed to make the herein-described changes from the plans and specifications, or do the following described work in accordance with applicable provisions of the Contract Documents. Work described herein shall include furnishing of all materials, equipment, labor and services necessary for its completion. This Change Order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item." The execution of this Change Order is a waiver of any rights or claims by the Contractor to any additional compensation for the "Item" work or extensions of the contract time for that work. ITEM: The above changes result in the following adjustments to the Contract Price: Add/Deduct $_________________________.

Contract Time is increased/decreased/unchanged ________________ working days by this Change Order.

I, the undersigned Contractor, SUBMITTED BY: have given careful consideration to the change proposed and hereby ________________________________ agree to do the work above specified ARCHITECT and will accept as full payment therefore the prices shown above. RECOMMENDED FOR APPROVAL:

By______________________________
CONTRACTOR

By______________________________
Title

Date______________________________

By______________________________
PROJECT MANAGER

Title
Date______________________________

APPROVED BY: By______________________________ District Manager
Date______________________________
ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 Contract Time

12.1.1 The BCRCD may extend, reduce or adjust the contract time without invalidating the Contract Documents and without notice to the Surety. The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice to Project Manager within five (5) days of commencement of the event giving rise to the claim. The notice shall set forth the reasons for the delay, the date of its commencement, the extent of the delay, together with such supporting data as may be required by Project Manager. Change in the contract time shall be incorporated in a change order. Failure to present notice of claim in writing within the stated five days constitutes a waiver for any delay claim.

12.1.2 In the event it is deemed necessary to extend the time for completion of the work, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the Sureties on the bonds executed pursuant to said provision. The Sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of the delay giving rise to the same as determined by the BCRCD.

12.1.3 The amount of time extension, if any, to which the Contractor is entitled shall be determined by the Project Manager. No damages of any sort shall be paid to Contractor for delay, disruption, halting, cessation or temporary abandonment, no matter from what cause. Parties acknowledge that on this project, revisions to the Plans for Construction of the Ponderosa Way Road Drainage Demonstration Project will be needed, and Contractor waives, by entering into the Agreement with BCRCD, any damages caused by such revision or any other source during the term of this contract. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the contract time, Contractor shall proceed with the work promptly and directly.

12.2 Liquidated Damages

12.2.1 The work prescribed by the Contract Documents must be completed within the time set forth in the Agreement, or damage will be sustained by the BCRCD. Any delay could cause delay to operations of the BCRCD depriving the BCRCD of the scheduled beginning of the use of the facility under construction. The parties hereto recognize that, because of the foregoing special circumstances, it is impractical and extremely difficult to fix the actual damages.

12.2.2 Accordingly, the parties hereto agree, and by execution of the Agreement the Contractor acknowledges that he understands, has ascertained and agrees, that the Contractor shall pay to the BCRCD, as liquidated damages, and not as a penalty or forfeiture, the amounts herein set
forth for the failure of the Contractor to substantially complete the entire work within the time specified.

12.2.3 Time is therefore of the essence in these Contract Documents and it is imperative that the work included in these Contract Documents be substantially completed within the specified time.

12.2.4 Since it is impossible or extremely impractical, presently, to determine the actual amount of damages which the BCRCD will sustain by reason of such delay, it is, therefore, agreed that the Contractor will pay to the BCRCD liquidated damages in the amount as set forth in subparagraph 12.2.6, for each and every calendar day beyond the time set forth in the Agreement, as adjusted, until the time of completion as determined in paragraph 14.5. The Contractor agrees to promptly pay such liquidated damages as are herein provided. In case the same are not so paid, Contractor agrees that the BCRCD may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

12.2.5 The parties have endeavored to estimate the actual damages likely to be suffered by the BCRCD in the event of a delay in completion beyond the time set forth in the Agreement, and agree that the amount is a reasonable estimate of the BCRCD's actual damages and are just and reasonable sums under the circumstances presently existing.

12.2.6 It is agreed that the amount of liquidated damages to be paid by the Contractor to the BCRCD for failure to complete the entire work specified by the Contract Completion Date or to meet any deadline set forth in the Agreement for the completion of specified work (as extended, if applicable) is two hundred fifty dollars and no/cents ($500.00) for each calendar day, continuing after the Substantial Completion Date, as indicated in the Agreement, to the date of actual substantial completion, or until the time of completion of the work necessary to meet such a deadline, as the case may be.

12.2.7 In the event the Contractor shall become liable for liquidated damages under this Section, the BCRCD in addition to all other remedies provided by law, shall have the right to require the Project Manager to withhold any and all retained percentages of payments, subject to the requirements of Sections 4590 and 14402.5 of the California Government Code, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. The BCRCD shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the BCRCD for all liquidated damages due or to become due to the BCRCD. Any remaining balance of such retained percentages shall be paid to the Contractor only after discharge in full of all liability incurred by the Contractor under this Section or otherwise. If the retained percentage is not sufficient to discharge all such liabilities of the Contractor, the Contractor shall continue to remain liable to the BCRCD until all such liabilities are satisfied in full.
12.2.8 Such amount will be in each case the actual cash value agreed upon as the loss to the RCDTC resulting from the Contractor's default.

12.2.9 Disputes, claims and matters in question arising out of or relating to the interpretation or implementation of Article 12 shall be submitted and resolved in accordance with paragraph 8.4.

ARTICLE 13 - WARRANTY AND GUARANTEE; TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee

13.1.2 Contractor warrants and guarantees to the BCRCD that all materials and equipment will be unless otherwise specified, all work will be of good quality, free from faults or defects, in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph

13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as the BCRCD may direct. 13.2 Tests and Inspections

13.2.1 If laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be specifically inspected, tested or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Project Manager with the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by the Engineer, Project Manager or BCRCD and the costs be paid by BCRCD unless otherwise specified.

13.2.2 Contractor shall give Project Manager and Engineer timely notice of readiness of the work for all inspections, tests or approvals. If any such work required so to be inspected, tested or approved is covered before such inspections, tests, or approvals are made, without written approval of the Project Manager, it must, if requested by the Project Manager or Engineer, be uncovered for observation, and such uncovering and replacement shall be at Contractor's expense.

13.2.3 Neither observations by Project Manager and Engineer nor inspections, tests or approvals shall relieve Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

13.2.4 Any defective work, which may be discovered before final acceptance of the work, shall be corrected immediately by the Contractor, and any unsatisfactory materials shall be rejected,
notwithstanding that they may have been overlooked by an inspector. The inspection of the work shall not relieve the Contractor of any of his obligations to perform satisfactory work as herein prescribed.

13.2.5 Failure or neglect on the part of the BCRCD or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to final acceptance of the work; neither shall it be construed as barring the BCRCD at any subsequent time from recovery of damages or of such a sum of money as may be needed to build all portions of the work in which fraud was practiced or improper materials used whenever found.

13.3 Access to Work

13.3.1 The BCRCD and its representative and the Engineer and his representatives will at all times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

13.4 Uncovering the Work

13.4.1 Work, which is supposed to be tested prior to covering or inspecting, and which has been covered prior to testing or inspection must, if requested by Project Manager or Engineer, be uncovered for observation and replaced at Contractor’s expense.

13.4.2 The Project Manager may request any work to be uncovered and inspected and tested. If such work is found to be defective, Contractor shall bear the expense of uncovering, exposure, inspection, testing, correction and recovering. If the work is not found to be defective, Contractor shall be allowed an increase in contract price and, if necessary, an extension of time to cover all-time and cost expended. Such increase and extension shall be granted pursuant to Articles 10, 11, and 12.

13.5 BCRCD May Stop the Work

13.5.1 If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, BCRCD may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. This right of BCRCD to stop the work shall not give rise to any duty on the part of BCRCD to exercise this right for the benefit of Contractor or any other party.

13.6 Correction or Removal of Defective Work

13.6.1 The Project Manager may require the Contractor, prior to approval of final payment, without cost to BCRCD and as specified by Project Manager, to either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by
Project Manager or Engineer, remove it from the site and replace it with non defective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from Project Manager, BCRCD may have the deficiency corrected or the rejected work removed and replaced by other persons. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

13.6.2 The Contractor shall remove from the site within 48 hours, when so directed by the Project Manager, any materials which are not in conformance with the Contract Documents.

13.7 One Year Correction Period

13.7.1 If, after the approval of final payment and prior to the expiration of one year after the date of Notice of Completion or such longer periods of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to BCRCD and in accordance with BCRCDs written instructions, either correct such defective work, or, if it has been rejected by BCRCD, remove it from the site and replace it with non defective work. If Contractor does not promptly comply with the terms of such instructions, BCRCD may have the defective work corrected or the rejected work removed and replaced by other persons and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The requirements of this paragraph shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, at law and in equity, and shall not be deemed a limitation of any sort on the rights and remedies of the BCRCD against the Contractor.

13.7.1.1 The warranties, extended warranties and guarantees in these General Conditions and in the Specification shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, or at law or in equity, and shall be deemed a limitation of any sort on the rights and remedies of the BCRCD against the Contractor.

13.8 Acceptance of Defective Work

13.8.1 If, instead of requiring correction or removal and replacement of defective work, BCRCD prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a change order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the contract price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to BCRCD.

13.9 Work Neglected by Contractor
13.9.1 If Contractor fails to prosecute the work in accordance with the Contract Documents, including any requirements of the construction schedule, BCRCD may give Contractor written notice. Contractor shall respond to BCRCD within 24 hours' receipt of said notice, and conform to said notice within 7 days. BCRCD may, without prejudice to any other remedy it may have, make good deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to BCRCD.

ARTICLE 14 - PAYMENTS AND COMPLETION

14.1 Schedules:

14.1.1 Work Schedule and activity cost data developed in connection therewith as described in the General Requirements. No progress payment will be made until after the Schedule has been updated as of the date of application. The activity cost data will be incorporated into the form of Application for Payment furnished by the BCRCD.

14.2 Application for Progress Payment:

14.2.1 Once a month Contractor shall submit to Project Manager for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the application and accompanied by such data, vouchers and schedules as may reasonably be required. No payment shall be made for any work or material not specifically incorporated in the project, except equipment purchased by Contractor, delivered to and stored in a bonded warehouse acceptable to the BCRCD of Butte County. Payment for 90% of the invoiced value of such equipment may be made, subject to the inspection by and approval of the BCRCD of Butte County. Equipment that qualified for such payment while not incorporated into the work, is limited to: special order transformers, generators, pumps, valves, and motors. Items which are "stock" or "off the shelf" which are readily available are not, under any circumstances, eligible for payment under this provision.

14.2.2 Mobilization, bonds, and insurance premiums will be paid as part of the first progress payment if these costs are identified as part of the cost allocation required under General Requirements, Section 01310. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment and otherwise. Failure to submit any data and affidavits as may be required by this paragraph shall be grounds for rejection of the Application for Payment. This payment will be made pursuant to paragraph 14.11

14.3 Contractor's Warranty of Title:
14.3.1 Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to BCRCD at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "liens"). The BCRCD may, at any time, require the Contractor to post, at Contractor's expense, a lien release bond as to any lien filed against the project.

14.4 Approval of Payments:

14.4.1 Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. All invoices must be approved by the BCRCD Project Manager. Payment shall be deemed complete upon deposit of the payment.

• Invoices must be submitted by the tenth (10th) of the month following performance of work. Invoices received after the tenth will be paid the following month.

• Payments shall be made by BCRCD to CONSULTANT within thirty (30) calendar days after BCRCD’s receipt of payment from funding agency. Funds appropriated for this agreement are unavailable until BCRCD has submitted CONSULTANT’s invoice to funding agency and has received payment.

14.4.1.1 The invoice shall contain the following information:

1. The word “INVOICE” shall appear in a prominent location at the top of page(s);
2. Printed name of the CONTRACTOR;
3. Business address of the CONTRACTOR, including P.O. Box, City, State, and Zip Code;
4. The date of the invoice;
5. The number of the Agreement upon which the claim is based; and
6. An itemized account of the work for which the BCRCD is being billed by task;
7. The time period covered by the invoice, i.e., the term “from” and “to”;
8. A brief description of the work performed;
9. The amount due by task, based upon hourly unit cost for each labor category utilized. Other costs and charges shall be itemized at full cost supported by complete invoicing and other documentation.
10. The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the CONTRACTOR under the terms of this Agreement; and
11. Signature of CONTRACTOR

14.4.2 The BCRCD will pay 90% of the amount due the Contractor as progress payments. The remaining monies will be paid pursuant to paragraph 14.9.1.
14.4.3 The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the public agency's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

14.4.4 The granting of any progress payment, or the receipt thereof by the Contractor, shall not constitute acceptance of the work or any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

14.4.5 It is mutually understood and agreed that when under any provision of this contract the BCRCD shall charge any sum of money against the Contractor, the amount of such charge shall be deducted and retained by the BCRCD from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due the Contractor on account of the contract. If on completion or termination of the contract such moneys due the Contractor are found insufficient to cover the BCRCD's charges against him the BCRCD shall have the right to recover the balance from the Contractor or his sureties.

14.4.6 The BCRCD may withhold up to 125% of the estimated cost of remedial work from payments otherwise due the Contractor, if in the judgment of the Project Manager or Engineer the Contractor has failed to make satisfactory progress on the completion of remedial work, or is otherwise in violation of any requirement, duty, obligation or covenant contained in the Contract Documents. Such withholding is supplementary to the retention amount required by these Contract Documents.

14.4.7 BCRCD may refuse to approve the whole or any part of any payment because of subsequently discovered evidence, change in circumstances or the results of subsequent inspections or tests, and may nullify any such payments previously approved to such extent as may be necessary in their opinion to protect BCRCD from loss, because:

14.4.7.1 the work is defective, or completed work has been damaged requiring correction or replacement;

14.4.7.2 claims or liens have been filed, or there is reasonable cause to believe such may be filed;

14.4.7.3 the contract price has been reduced because of modification;

14.4.7.4 BCRCD has been required to correct defective work or complete the work;
14.4.7.5 of unsatisfactory prosecution of the work including failure to furnish acceptable submittals; or

14.4.7.6 the Contractor has failed to comply with the Contract Documents, direction of BCRCD or with the requirements of the law.

14.5 Notice of Completion:

14.5.1 Contractor will certify in writing to BCRCD, prior to final payment, that the entire project is substantially complete and request that BCRCD issue a Notice of Completion. Within a reasonable time thereafter, Project Manager, Contractor, and Engineer shall make a review of completeness. If Project Manager does not consider the project substantially complete, Project Manager will notify Contractor in writing giving his reasons. If Project Manager considers the project substantially complete, Project Manager will prepare a provisional Notice of Completion which shall fix the tentative date of Substantial Completion and the responsibilities for maintenance and utilities. There shall be attached to the provisional certificate a list of items to be completed or corrected before final payment, and the provisional certificate shall fix the time within which such items be completed or corrected, said time to be within the contract time. Section 01700 shall apply to this paragraph.

14.5.2 Contractor shall have seven days after receipt of the provisional certificate during which he may make written objection to Project Manager as to any provisions of the provisional certificate or attached list. If, after considering such objection, Project Manager concludes that the project is not substantially complete, Project Manager will within seven days after submission of the objection notify Contractor thereof in writing stating the reasons. Upon Contractor's completion of the items listed on the provisional certificate, and upon satisfaction of the terms and conditions of the provisional certificate, the Project Manager shall issue a final Notice of Completion, which shall fix date as may be necessary or appropriate. Project Manager's determination of the date of Substantial Completion and other items under this paragraph shall be final and conclusive on Contractor. Section 01700 shall apply to this paragraph.

14.5.3 Project Manager shall have the right to exclude Contractor from the project site after the date of Substantial Completion, but Project Manager shall allow Contractor reasonable access to complete punch list items or perform correction and warranty work.

14.6 Partial Utilization:

14.6.1 Prior to final payment, Project Manager may request Contractor in writing to permit BCRCD to use a specified part of the project which it believes it may use without significant interference with construction of the other parts of the project. If Contractor agrees, it will certify to Project Manager and Engineer that said part of the project is substantially complete and
request Project Manager to issue a certificate of Substantial Completion for that part of the project. Within a reasonable time thereafter Project Manager, Contractor and Engineer shall make an inspection of that part of the project to determine its status of completion. If Project Manager determines that such part is substantially complete, Project Manager shall issue a Certificate of Substantial Completion. If Project Manager does not consider that it is substantially complete, Project Manager will notify Contractor thereof in writing, giving its reasons. In case of partial utilization by the BCRCD, the provisions of General Requirements Section 01700 will govern with respect to the responsibilities of Contractor and BCRCD.

14.6.2 Partial utilization shall not limit any warranty or guarantee by the Contractor, nor shall it constitute a waiver of any right of the BCRCD, its successors or assigns.

14.7 Final Inspection:

14.7.1 The Contractor shall give written notice that the project is complete. Project Manager and Engineer will make a final review of completeness with Contractor, and will notify Contractor in writing of all particulars in which this review reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment:

14.8.1 The Contractor shall complete all such corrections to the satisfaction of the Project Manager and deliver all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents required by the Contract Documents or by the Project Manager. He may then make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data as the Project Manager may reasonably require, together with complete releases - waivers of liens in a form satisfactory to the Project Manager. Contractor shall also be required to furnish receipts or releases in full; and affidavit that the releases and receipts include all labor, all payrolls, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which BCRCD or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety to final payment. If any subcontractor, material man, fabricator or supplier fails to furnish a release or receipt in full, Contractor may be required at Project Manager's sole discretion to furnish a bond or other collateral satisfactory to Project Manager to indemnify BCRCD against any lien, stop notice, or any other loss or liability. This payment is made pursuant to paragraph 14.11 and Section 01700.

14.9 Approval of Final Payment:

14.9.1 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project
Manager and State Parks is satisfied that the work has been fully and satisfactorily completed and that Contractor has fulfilled all his obligations under the Contract Documents, Project Manager will file a Notice of Completion and, within fifteen days after receipt of the final Application for Payment, approved by Project Manager, indicate in writing its approval for payment.

14.9.2 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is not satisfied that the work has been fully and satisfactorily completed, and that Contractor has not fulfilled all his obligations under the Contract Documents, Project Manager will, within fifteen days after receipt of the final Application for Payment, indicate in writing his disapproval for payment. Thereupon Project Manager will give written notice to Contractor indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.

14.9.3 BCRCD shall make payment, including retention, to Contractor, pursuant to an approved final application for Payment, within 15 days of its approval, or on the 30th day following the recording of the Notice of Completion, whichever date is later. The approval and payment procedures described in paragraphs 14.10, 14.11, and 11.4 shall apply to this paragraph.

14.9.4 The Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the Project Manager, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the BCRCD, discharging the BCRCD, Project Manager, and their elected officials, officers, agents, and employees of and from all liabilities, obligations and claims arising under this contract.

14.10 Contractor's Continuing Obligation:

14.10.1 Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by BCRCD, nor the issuance of a Notice of Completion, nor any payment by BCRCD to Contractor under the Contract Documents, nor any use or occupancy of the project by BCRCD shall constitute an acceptance of work not in accordance with the Contract Documents.

14.11 Waiver of Claims:

14.11.1 The making and acceptance of each progress payment and of final payment shall constitute a waiver of all prior claims by Contractor against BCRCD which have not been brought to the notice of the BCRCD as provided in the Contract Documents.

14.11.2 If any claim or lien or stop-notice or any other demand for payment or security therefore, including claims or demands upon the performance and payment bond sureties, is made or filed
with or against BCRCD, the project or the premises by any person claiming that Contractor or any subcontractor or other person under it has failed to perform its contractual obligations or to make payment for any labor, services, materials equipment, taxes or other items or obligations furnished or incurred for or in connection with the work, or if at any time there shall be evidence of such non-performance or non-payment or of any claim or lien or stop-notice or other demand for which, if established, BCRCD might become liable and which is chargeable to Contractor; or if Contractor or any subcontractor or other person under it causes damage to the work or to any other work on the project; or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Project Manager shall have the right to retain from any payment then due or thereafter to become due an amount which in his sole discretion he deems sufficient to:

14.11.2.1 satisfy, discharge and defend against any such claim or lien or stop-notice or other demand, or any action which may be brought or judgment which may be recovered thereon;

14.11.2.2 make good any such non-payment, nonperformance, damage, failure or default; and

14.11.2.3 compensate BCRCD for and indemnify it against any and all losses, liability, damages, costs and expenses (including attorneys', accountants', consultants' and experts' fees and costs) which may be sustained or incurred in connection therewith.

14.11.3 BCRCD shall have the right to apply and charge against Contractor as much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference and upon written demand immediately pay the same to the BCRCD. The provisions of this paragraph are in addition to such other rights and entitlements as the BCRCD may enjoy against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.11.4 Should any subcontractor, material man, supplier or other such person file or maintain any action on or respecting a claim of mechanic's lien, stop-notice, against payment or performance bond, Contractor shall immediately and at his own expense procure, furnish and record appropriate release bonds in accordance with California Civil Code Sections 3082 through 3267, inclusive, and California Code of Civil Procedure Sections 409 through 409.7, inclusive. Upon Contractor's failure immediately to procure, furnish and record such release bonds, BCRCD shall have right to procure and record such release bonds, and to retain from Contractor's payment the cost thereof. The provisions of this paragraph are in addition to such other rights and entitlements as enjoyed by the BCRCD against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.12 Price Reduction For Defective Cost or Pricing Data

14.12.1 If the BCRCD of Butte County determines that any price (including profit) negotiated in connection with the contract, or any cost reimbursable under this contract, was increased by
any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current, then such price or cost or profit shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction shall be subject to the Disputes Resolution clause of this contract.

14.12.2 Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.

14.13 Covenant Against Contingent Fees

14.13.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the BCRCD shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Gratuities

14.14.1 If the BCRCD of Butte County finds, after notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the BCRCD of Butte County in an attempt to secure a contract or favorable treatment in the awarding, amending, or making any determinations related to the performance of this contract, the BCRCD may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract. The BCRCD may also pursue other rights and remedies that the law or this contract provides. However, the existence of the facts upon which the BCRCD makes such findings shall be in issue and may be reviewed in proceedings under the remedy clause of this contract.

14.14.2 In the event this contract is terminated as provided in this clause, the BCRCD shall be entitled

(1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and
(2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the BCRCD) which shall be not less than 3 nor more than 10 times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 BCRCD May Suspend Work

5.1.1 The BCRCD may, at any time and without cause, suspend the work or any portion thereof by notice in writing to Contractor. Contractor shall resume the work when so ordered in writing by BCRCD.

15.2 BCRCD May Terminate

15.2.1 The BCRCD may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven (7) calendar days written notice, terminate the services of Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the work by whatever method it may deem expedient, if the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Project Manager, or if he otherwise violates any provisions of the Contract Documents. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such balance, Contractor shall pay the difference to BCRCD.

15.2.2 The termination of the Contractor's services by the BCRCD shall not affect any rights of the BCRCD against the Contractor then existing or which thereafter accrue. The retention of any payment of money by BCRCD due Contractor will not release the Contractor from liability.

15.2.3 The BCRCD may, after seven (7) calendar days' written notice to Contractor, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, Contractor shall be paid for all work then executed, any expense sustained, plus a reasonable profit.
15.2.4 The Contractor may not, under any condition, terminate or stop work because of a dispute, claim or any matter in controversy under the Contract Documents, then under submission, or previously resolved by a final and conclusive decision under paragraph 8.4.

ARTICLE 16 - MISCELLANEOUS

16.1 Giving Notice

16.1.1 Notice shall be deemed to have been validly given if delivered in writing to the individual or member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice. Notice shall be effective as of the date of personal service or mailing.

16.2 General

16.2.1 All moneys not paid when due hereunder shall bear interest at the rate of 7% annually.

16.2.2 All specifications, drawings, and copies thereof furnished by the Engineer shall be the property of BCRCD. They shall not be used on another project, and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to the BCRCD on request upon completion of the project.

16.2.3 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and the rights and remedies available to BCRCD and Project Manager thereunder, shall be in addition to, and shall not be construed in any other way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

16.2.4 Should the BCRCD or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or any of his employees or agents or others for whose acts he is legally liable, notice of said injury shall be made in writing to the BCRCD within five (5) days of the first observance of such injury or damage.

16.2.5 The Contract Documents shall be governed by the laws of the State of California. In case any provision of the Contract Documents, including without limitation these General Conditions, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any other way be affected or impaired.

16.2.6 No waiver by BCRCD of any provision of the Contract Documents, including without limitations these General Conditions, shall constitute a waiver of any other provision thereof.
16.2.7 The waiver of any instance is not a waiver in the second instance.

ARTICLE 17 - EQUAL OPPORTUNITY

17.1 The Contractor shall maintain policies of employment as follows:

17.1.2 The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
Description of Proposed Work
Habitat Restoration and other Native Plantings
for the
Sacramento River Access at Pine Creek Project,
Bidwell-Sacramento River State Park, Butte County, CA

1. Introduction.

California State Parks will facilitate the wildlife habitat restoration and other native plantings for the Project on this 41 acre parcel, proposed to begin in early spring of 2010). Wildlife habitat restoration includes:

A. converting approximately 25 acres of walnut orchard to three types of native plant communities for habitat by removing orchard trees, preparing soil, planting, and then irrigation and weed control through three seasons of establishment;
B. enhancing approximately seven acres of existing riparian habitat through noxious weed eradication; and a portion of the recreation facility development will include these native plantings;
C. a three acre “play meadow” planted with native grasses and sedge; and
D. a 1.3 acre overflow parking area planted with native grasses and trees.

2. Location and setting.

The project area (Figure 1) is part of Bidwell-Sacramento River State Park and is located between the east bank of the Sacramento River (immediately south of the mouth of Pine Creek at River Mile 196) and River Road, five miles west of the City of Chico in Butte County, California. The project site currently consists of two English walnut orchards, nearing the end of their productive life, separated by a vegetated slough. The west walnut orchard occupies 11 acres, the east orchard 19 acres, and the remainder of the parcel, consisting of riverbank, beach, vegetated swale, and a large oak tree within the west orchard, occupies 11 acres (Figure 2).

A private mobile home park occupies the parcel to the north, and to the east opposite River Road are almond and walnut orchards. The Project area parcel connects with the existing Indian Fishery unit of Bidwell-Sacramento River State Park on the southeast corner, and to the south is the Department of Fish and Game, Pine Creek east unit. The Sacramento River is on the west boundary, with the mouth of Pine Creek at the northwest corner at River Mile 196.

3. Objectives for habitat restoration and other native planting areas (A - D as described in the Introduction above).

A. The objective for this area is to restore a total of 25 acres of Sacramento River riparian habitat, including all 11 acres of the west orchard and 13.4 acres of the east orchard area.
The west 11 acres will be planted in 6.5 acres of Valley Oak Riparian forest vegetation type, 3.6 acres of Mixed Riparian forest, and an existing heritage oak tree with a canopy of 0.25 acres will be surrounded by 0.9 acres of native grass and forbs extending also beneath the expansive oak canopy.

The east 13.4 acres will be planted in 9.5 acres of Valley Oak forest vegetation type, 2.6 acres of Valley Oak Riparian forest, and 1.3 acres of Mixed Riparian vegetation – this last mostly in whiteroot sedge (Carex barbara). A dense visual screen planting of California bay (Umbellularia californica) trees will be planted along the north boundary of the Project area, within the Valley Oak 0.5 ac area, as shown in Figure 4.

Table 1 is a detailed list of species composition and spacing for the 11 acres west of the swale. Planting rows will predominantly lay parallel to the direction of flood water flow (NW to SE) to maintain flood conveyance patterns across the site. Table 2 similarly describes the 13.4 acres east of the swale.

Irrigation of new plantings will be done by adapting the existing orchard well pump to accommodate a drip system. Drip tubing will be installed on the surface, covered by discing, and made operational before spring planting, and will be used for three growing seasons. Then, any aboveground irrigation equipment will be removed and the well will be capped as indicated elsewhere in the planning documents.

B. The objective for this existing naturally vegetated swale area is to improve the habitat by treating invasive and any non-native plants using minimal intervention methods (mechanical removal, or as necessary herbicide). Invasives present include edible fig (Ficus carica), black walnut (Juglans hindsii x.), Virginia creeper (Parthenocissus quinquefolia), English ivy (Hedera helix), tree of heaven (Ailanthus altissima), giant reed (Arundo donax), periwinkle (Vinca major), and miscellaneous garden residuals such as persimmon (Diospyros virginiana) and Wisteria.

As soon as permissable, all Ailanthus, Arundo, Ficus, and Parthenocissus are to be treated --as well as those Hedera that envelop several mature cottonwoods-- as these are the most vigorous invaders that pose the most immediate threat. As the orchard area restoration proceeds, all Hedera and Vinca will be treated, which will likely be a three to five year process for complete control. As restoration plantings begin to gain height after three years, Juglans will gradually be phased out, starting with stems under 6"dbh using cutstump treatments. Since Juglans currently dominates much of the skyline, larger trees will be killed selectively until the restoration plantings grow large enough to obscure any significant notice of dead trees. All large invasive trees will either be drill-injected or basal bark sprayed and left standing as dead wildlife snags as long as they do not pose a fall hazard to roads or use areas.

C. The recreational facilities of the Project include a ‘play meadow’, which is a low-impact use area of native cool-season grasses or sedge equipped with a sprinkler system to extend green foliage season into summer, and which can be left to grow without mowing for most of the year. A schematic of this naturalistic usable space is shown in Figure 4 with species mix at the time of seeding by area as indicated. Note that Hordeum and Agrostis are rapid establishing ‘nurse’ species, that fade as the permanent perennial sod species slowly emerge over three to five years. Carex preagracilis will be established in the area adjacent to the
paved walkway by planting one starter plug every square foot, in addition to seeding. The other areas with *C. praegracilis* will be seeded with another species. Seeding will be broadcast.

Between the play meadow and the adjacent overflow parking area is a vegetative divider consisting of tall deergrass (*Muhlenbergia rigens*) and California rose-mallow (*Hibiscus lasiocarpus*).

**D.** The overflow parking area (Figure 4) will be range drilled also in native grasses, but will not be irrigated. As a result, different species were selected (as shown in Figure 4), with the expectation that as summer heat arrives prior to Memorial Day, these grasses will be going dormant in time for a final mowing to use the area for the annual Memorial Day parking needs. Since this area is only expected to be needed as parking for the large events on Memorial Day and Labor Day, we expect the grasses to be able to withstand the traffic perennially.
Figure 1. Project Location Map.
Examining soil with the archeologist in the East orchard March 5, 2008:
Figure 3.
Project Plan of Restoration Communities

Legend
- Project area: 39.8 acres
- Restoration Communities:
  - parking, path, rest: 1.0 acre
  - overflow parking: 1.3 acres
  - play meadow: 3.1 acres
  - Valley Oak Forest: 0.6 acres
  - Valley Oak Riparian: 2.6 acres
  - Mixed Riparian: 3.6 acres
  - big oak riparian: 0.3 acre
  - big oak canopy: 0.25 acre
  - swale: 0.8 acres
  - beach, river bank: 2.7 acres
  - Indian fishery unit

Bidwell-Sacramento River State Park
Sacramento River Access at Pine Creek
Facilities Development and Habitat Restoration Project
Initial scope planned for 2010:
Figure 4.
Play Meadow and Overflow Parking areas schematic of native grass and tree planting

Legend
area, acres
- play meadow (2010), 1.3
- play meadow (future), 1.8
- overflow parking (future), 1.3
- parking, path, RR, host, 1
- Valley Oak Forest, 0.5
- Valley Oak Forest, 8.9
- swale, 6.7
- beach, River bank, 2

aerial photo 2007
# Table 1. Plantings for restoration areas west of the swale.

<table>
<thead>
<tr>
<th>Overstory Plant</th>
<th>Valley Oak Riparian Forest (1' \times 20')</th>
<th>Mixed Riparian Forest (1' \times 20')</th>
<th>Big Oak Gather Area</th>
<th>West Restoration Area total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Density</strong></td>
<td>190</td>
<td>190</td>
<td>3.6</td>
<td>190</td>
</tr>
<tr>
<td><strong>Acres</strong></td>
<td>6.5</td>
<td>3.8</td>
<td>1.1</td>
<td>11.2</td>
</tr>
<tr>
<td><strong>Target Planting Date</strong></td>
<td>Spring</td>
<td>Spring</td>
<td>Nov-Dec</td>
<td>Spring</td>
</tr>
<tr>
<td><strong>Total Locations</strong></td>
<td>1,267</td>
<td>713</td>
<td>2,000</td>
<td>4,000</td>
</tr>
<tr>
<td><strong>Total Plants</strong></td>
<td>2,567</td>
<td>1,426</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Midstory Plant</th>
<th>Frequency</th>
<th>Total</th>
<th>Frequency</th>
<th>Total</th>
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<tbody>
<tr>
<td>Platanus racemosa</td>
<td>16%</td>
<td>206</td>
<td>22%</td>
<td>157</td>
</tr>
<tr>
<td>Populus fremontii</td>
<td>4%</td>
<td>51</td>
<td>12%</td>
<td>86</td>
</tr>
<tr>
<td>Quercus lobata</td>
<td>32%</td>
<td>412</td>
<td>15%</td>
<td>107</td>
</tr>
<tr>
<td>Acer negundo</td>
<td>4%</td>
<td>51</td>
<td>6%</td>
<td>36</td>
</tr>
<tr>
<td>Betula lenta</td>
<td>3%</td>
<td>39</td>
<td>3%</td>
<td>21</td>
</tr>
<tr>
<td>Fraxinus velutina</td>
<td>6%</td>
<td>77</td>
<td>12%</td>
<td>86</td>
</tr>
<tr>
<td>Salix exigua</td>
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<td>26</td>
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<td>0</td>
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<tr>
<td>Senecio bicolorii</td>
<td>0%</td>
<td>0</td>
<td>6%</td>
<td>43</td>
</tr>
<tr>
<td>Salix lasiocarpa</td>
<td>0%</td>
<td>0</td>
<td>6%</td>
<td>43</td>
</tr>
<tr>
<td>Salix nigra</td>
<td>0%</td>
<td>0</td>
<td>2%</td>
<td>14</td>
</tr>
<tr>
<td>Sambucus mexicana</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Calycanthus</td>
<td>1%</td>
<td>13</td>
<td>1%</td>
<td>7</td>
</tr>
<tr>
<td>Understory Plant</td>
<td>Frequency</td>
<td>Total</td>
<td>Frequency</td>
<td>Total</td>
</tr>
<tr>
<td>Prunus serotina</td>
<td>11%</td>
<td>142</td>
<td>3%</td>
<td>21</td>
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<tr>
<td>Rosa californica</td>
<td>6%</td>
<td>77</td>
<td>6%</td>
<td>43</td>
</tr>
<tr>
<td>Toxicodendron diversifolium</td>
<td>6%</td>
<td>77</td>
<td>5%</td>
<td>36</td>
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</table>

<table>
<thead>
<tr>
<th>Herbaceous Plant</th>
<th>Frequency</th>
<th>Total</th>
<th>Frequency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carex barbarea</td>
<td>45%</td>
<td>579</td>
<td>25%</td>
<td>176</td>
</tr>
<tr>
<td>Muhlenbergia rigens</td>
<td>10%</td>
<td>129</td>
<td>42%</td>
<td>299</td>
</tr>
<tr>
<td>Asteriscus douglasii</td>
<td>15%</td>
<td>183</td>
<td>5%</td>
<td>36</td>
</tr>
<tr>
<td>Asclepias</td>
<td>1%</td>
<td>13</td>
<td>1%</td>
<td>7</td>
</tr>
<tr>
<td>Crotalaria argentea</td>
<td>9%</td>
<td>116</td>
<td>7%</td>
<td>50</td>
</tr>
<tr>
<td>Uvularia noveboracensis</td>
<td>1%</td>
<td>13</td>
<td>5%</td>
<td>36</td>
</tr>
<tr>
<td>Oenothera fruticosa</td>
<td>1%</td>
<td>13</td>
<td>3%</td>
<td>21</td>
</tr>
<tr>
<td>Vines Plant</td>
<td>Frequency</td>
<td>Total</td>
<td>Frequency</td>
<td>Total</td>
</tr>
<tr>
<td>Atriplex californica</td>
<td>13%</td>
<td>167</td>
<td>10%</td>
<td>71</td>
</tr>
<tr>
<td>Clematis ligusticfolia</td>
<td>5%</td>
<td>64</td>
<td>2%</td>
<td>14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grasses* Between rows</th>
<th>Frequency</th>
<th>Total</th>
<th>Frequency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elymus glaucus</td>
<td>30%</td>
<td>1672</td>
<td>30%</td>
<td>1672</td>
</tr>
<tr>
<td>Elymus trachycaulus</td>
<td>35%</td>
<td>52</td>
<td>35%</td>
<td>52</td>
</tr>
<tr>
<td>Hordeum brachyantherum</td>
<td>35%</td>
<td>35</td>
<td>35%</td>
<td>35</td>
</tr>
<tr>
<td>Melica californica</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Trifolio pratense</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Carex praegracilis</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
</tr>
</tbody>
</table>

*Grasses seeded 32# Nov-Dec, 40# drill at 13-16 #/acre 3#

**Sacramento River watershed ecotypes:**

- Meadow Barley (Hordeum brachyantherum)
- Blue Vetch (Vicia villosa)
- Purple Needlegrass (Brachyelytris purpurea)
- California Sedge (Carex praegracilis)
- California Buckwheat (Eugenia californica)
- California Onion Grass (Neslia puchra)
- Purple Needlegrass (Brachyelytris purpurea)
- California Sedge (Carex praegracilis)
- California Onion Grass (Eugenia californica)
- Blue Vetch (Vicia villosa)
- Meadow Barley (Hordeum brachyantherum)

**Sacramento River watershed ecotypes:**

- California Sedge (Carex praegracilis)
- California Onion Grass (Neslia puchra)
- Purple Needlegrass (Brachyelytris purpurea)
- California Sedge (Carex praegracilis)
- California Onion Grass (Eugenia californica)
- Blue Vetch (Vicia villosa)
- Meadow Barley (Hordeum brachyantherum)

**Sacramento River watershed ecotypes:**

- California Sedge (Carex praegracilis)
- California Onion Grass (Neslia puchra)
- Purple Needlegrass (Brachyelytris purpurea)
- California Sedge (Carex praegracilis)
- California Onion Grass (Eugenia californica)
- Blue Vetch (Vicia villosa)
- Meadow Barley (Hordeum brachyantherum)
Table 2. Plantings for restoration areas east of the swale.

<table>
<thead>
<tr>
<th>Canopy</th>
<th>Species</th>
<th>Valley Oak Forest</th>
<th>Valley Oak Riparian Forest</th>
<th>Mixed Riparian Vegetation</th>
<th>East Restoration Area total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Density (plant by row)</td>
<td>11 x 20</td>
<td>11 x 20</td>
<td>11 x 20</td>
<td>11 x 20</td>
</tr>
<tr>
<td></td>
<td>Frequency</td>
<td>Total</td>
<td>Frequency</td>
<td>Total</td>
<td>Frequency</td>
</tr>
<tr>
<td></td>
<td>Acres</td>
<td>9.5</td>
<td>5.5</td>
<td>2.6</td>
<td>1.3</td>
</tr>
<tr>
<td></td>
<td>Target Planting Date*</td>
<td>Spring</td>
<td>Spring</td>
<td>Spring</td>
<td>Spring</td>
</tr>
<tr>
<td></td>
<td>Total Locations</td>
<td>1,181</td>
<td>615</td>
<td>772</td>
<td>772</td>
</tr>
<tr>
<td></td>
<td>Total Plants</td>
<td>3,762</td>
<td>1,000</td>
<td>515</td>
<td>515</td>
</tr>
</tbody>
</table>

**Overstory**
- *Quercus lobata* - Valley oak: 40%
- *Fremontia californica* - California bluebells: 1%
- *Umbellularia californica* - California bay: 1%
- *Acer negundo* - Box elder: 5%
- *Freemania hastata* - Oregon ash: 0%
- *Salsola gooddingii* - Gooding's willow: 0%
- *Sambucus menziesii* - Elderberry: 0%
- *Calycanthus occidentalis* - Spicebush: 1%
- *Baccharis californica* - Coyote brush: 10%
- *Baccharis pilularis* - Dalea: 10%
- *Rhus integrifolia* - California sumac: 11%
- *Rubus ursinus* - California blackberry: 12%
- *Vachellia diversifolia* - Poison oak: 5%

**Understory**
- *Carex barbata* - Whitefoots sedge: 15%
- *Muhlenbergia rigens* - Deergrass: 10%
- *Artemisia douglasiana* - Mugwort: 10%
- *Asclepias syriaca* - Milkweed: 2%
- *Euthamia occidentalis* - Western goldenrod: 20%
- *Umbelopsis sericea* - Hoaryistle: 10%
- *Ononis natrix* - Primrose: 10%
- *Anemopsis californica* - California pigwee: 16%
- *Clematis aquatic* - Clematis: 7%
- *Sacramento River watershed grass ecotypes (between rows)**
  - *Elymus glaucus* - Blue wildrye: 20%
  - *Leymus trichodes* - Creeping wildrye: 20%
  - * Hordeum brachyantherum* - Meadow barley: 25%
  - *Nassella pulchra* - Purple needle grass: 35%

**Species**
- *Grasses to be seeded Nov-Dec, with a range drill at 35# 13 4 acre 41#*
Using Planting Cards to Establish Plantings at Sac River Access at Pine Crk

Laying out the planting rows involves 3 steps which are outlined below. Note that prior to laying out the planting rows, the irrigation system must be completely installed and fully operational.

**Step 1: Planting Palette Explanation**

The planting palette is used to distribute plants across the field to maximize vegetation diversity both vertically and horizontally. Laying out the vegetation according to the planting palette ensures that the number of plants calculated for each community type will be available according to the number of plants under contract at nurseries. For example, within the Mixed Riparian Forest (MRF) community the planting plan indicates there should be 22% Sycamore planted over all areas designated as Mixed Riparian Forest, this corresponds to 22 sycamore cells on the MRF planting palette (indicated by the WHITE cell), this is repeated for all species within each of the three community types.

On the planting palette there are 10 horizontal rows and 20 vertical rows. The 10 horizontal rows represent 10 consecutive emitters while the 20 vertical rows represent where 2 plants are established per emitter.

Each cell will have a color and/or letter code that corresponds to a native species. For example, a solid green cell represents a Valley Oak tree, a cell with a purple T represents California Grape. Refer to the planting palette excel spreadsheet for a full listing of the native plants and their corresponding flag designation.

Note that there are a total of 200 cells on the full planting palette, the 200 cells correspond to 2 planting locations per emitter across 100 emitters. The 100 emitters are any 10 row by 10 emitter pattern across any part of the field. The 200 cells on the planting palette correspond to 100 overstory plants (equaling 100% overstory composition) and a possible 100 understory plants (equaling up to 100% understory composition) to be established across a 100 emitter grid. For all three Brayton communities there will be 100 overstory plants established across any 100 emitter grid, and 100 understory plants across same.

**Step 2: Using the Planting Palette to Make Planting Cards**

The planting palette assumes a generally north to south running hard hose orientation. The planting palette is cut up into 10 planting cards and given to 10 laborers. For each of the 10 laborers each laborer will receive an individual planting card for a particular row. For example, one laborer will be responsible for placing the flags for Row 1 which is represented by the card that will indicate “1 – North, 1 – South” at the top, a second laborer will be responsible for flag placement in Row 2 using his card that will say “2 – North, 2 – South” at the top, and so on. Row 1 can start anywhere in the field though usually at the end of a hard hose line. Once you have chosen where Row 1 is then you will need to go east or west for Row 2, then Row 3, etc… Each laborer will be assigned a
row and an individual planting card that has been cut from the master planting palette. Once the laborer has established 20 flags (2 flags at each emitter along 10 emitters) the laborer starts again at the beginning of his individual planting card repeating the pattern per card until he reaches the end of the hard hose line.

**Step 3: Plant**

Once the flags are established then planting crews can plant being especially careful to match the correct native plant with the flag that has been placed in the ground. At each emitter location along the north to south running hard hose, an overstory plant is planted 1 foot to the north side of the emitter while an understory plant is planted 1 foot to the south side of the emitter. Plants should be established nor further than 6 inches from the hard hose lines.
### Sacramento River Access at Pine Creek planting palette

#### Valley Oak Forest

| Row | emitter | 1N | 1S | 2N | 2S | 3N | 3S | 4N | 4S | 5N | 5S | 6N | 6S | 7N | 7S | 8N | 8S | 9N | 9S | 10N | 10S |
|-----|---------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|
| 1   | PR ac   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | PR ac |    |    |
| 2   | BP ud   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | BP ud |    |    |
| 3   | BP cl   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | BP cl |    |    |
| 4   | QL cb   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | QL cb |    |    |
| 5   | oh eo   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | oh eo |    |    |
| 6   | QL ac   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | QL ac |    |    |
| 7   | QL ad   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | QL ad |    |    |
| 8   | PR cb   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | PR cb |    |    |
| 9   | ad eo   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | ad eo |    |    |

#### Valley Oak Riparian Forest

| Row | emitter | 1N | 1S | 2N | 2S | 3N | 3S | 4N | 4S | 5N | 5S | 6N | 6S | 7N | 7S | 8N | 8S | 9N | 9S | 10N | 10S |
|-----|---------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|
| 1   | PR ac   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | PR ac |    |    |
| 2   | BP ud   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | BP ud |    |    |
| 3   | BP cl   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | BP cl |    |    |
| 4   | QL cb   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | QL cb |    |    |
| 5   | oh eo   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | oh eo |    |    |
| 6   | QL ac   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | QL ac |    |    |
| 7   | QL ad   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | QL ad |    |    |
| 8   | PR cb   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | PR cb |    |    |
| 9   | ad eo   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | ad eo |    |    |

#### Mixed Riparian Forest

<p>| Row | emitter | 1N | 1S | 2N | 2S | 3N | 3S | 4N | 4S | 5N | 5S | 6N | 6S | 7N | 7S | 8N | 8S | 9N | 9S | 10N | 10S |
|-----|---------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|
| 1   | QL cb   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | QL cb |    |    |
| 2   | QL ac   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | QL ac |    |    |
| 3   | AN eo   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | AN eo |    |    |
| 4   | PR ad   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | PR ad |    |    |
| 5   | PR ad   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | PR ad |    |    |
| 6   | PF ad   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | PF ad |    |    |
| 7   | FL cl   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | FL cl |    |    |
| 8   | FL ac   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | FL ac |    |    |
| 9   | BS oh   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | BS oh |    |    |
| 10  | BS mr   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | BS mr |    |    |</p>
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**understory**

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<td>cl</td>
<td>Clematis ligusticifolia</td>
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Habitat restoration planting will be done in rows oriented with the flood water flow as shown, spaced 2C feet apart. Drip irrigation will be installed along rows just under the soil surface with emitters 11 feet apart – each dot represents a drip emitter. Two plants will be planted 2 feet apart in the row on either side of each emitter: either a woody species plus an herbaceous species, or two herbaceous species. Species distribution will be done use a tile pattern based on species proportions within each vegetation type to facilitate field planting. The overflow parking lot will be planted with Valley oak and sycamore trees at the spacing shown (68 feet apart).