

REQUEST FOR QUALIFICATIONS & PROPOSALS

**Butte County Resource Conservation District
(BCRCD)**

**Construction Management Services
Humbug Road Realignment Project**

Qualifications, Proposals and Pricing

Due on or Before

5:00 PM PST

Wednesday, July 15, 2026

Contents

SECTION 1 - NOTICE TO FIRMS	3
SECTION 2 - PROJECT DESCRIPTION	5
SECTION 3 - CONSTRUCTION MANAGEMENT SPECIFICATIONS.....	7
SECTION 4 - PROPOSAL REQUIREMENTS SUMMARY	9
SECTION 5 - INSTRUCTIONS TO FIRMS	10
SECTION 6: PROPOSAL FORM	16
SECTION 7 - CONTRACT AGREEMENT	19
Appendix A - SITE MAP	24
Appendix B – DESIGN PLANS	26

SECTION 1 - NOTICE TO FIRMS

Butte County Resource Conservation District (BCRCD) is seeking qualifications, proposals and pricing from firms qualified to provide construction management and administration services for the **Humbug Road Realignment Project**, a road reconstruction and new construction project for which the majority of actual construction will occur in 2027. Some work (e.g., staking and oversight of initial roadway grubbing) will be required as early as late July or during August 2026. The proposing firm shall:

1. demonstrate experience providing construction management services for roadway projects
2. furnish a California-licensed Professional Engineer responsible for engineering oversight and certification of project records and as-built documentation
3. furnish or subcontract a licensed California Land Surveyor to execute the construction staking utilizing control points.

BCRCD seeks construction management and administration services for of 1.33 miles of road reconstruction or improvement and 0.39 miles of new construction of natural surface roads. The project area is in far northern Butte County, approximately a 90-minute drive from Chico, CA (see map). The project site is owned by the U.S. Forest Service (APN = 060-140-011). The project is on Federal lands and funded with Federal monies; funding is, however, administered by BCRCD, an independent special district of the State of California. For the purposes of prevailing wage, the project is subject to the provisions of the Davis-Bacon Act.

The project area is at 6,000 feet in elevation, so the construction season is short, in some years only from July to October. Due to unforgiving funding deadlines, construction must be finished by the end of 2027.

The selected firm will assist with staking, bid process, and contractor selection in 2026, and then oversee actual road construction in 2027. Separately, RCD will also hire a materials testing company, to be overseen by the construction management firm who will ensure materials and compaction testing conform to road construction standards. The road to be constructed will be co-maintained by USFS and Butte County (i.e., it is a realignment of BU 91513). The construction management firm shall coordinate with BCRCD, USFS, and other project stakeholders, as necessary, and shall ensure the project is constructed in accordance with:

- Applicable USFS unsealed road standards;
- Approved engineering plans and technical specifications;
- Grant and funding agency requirements; and
- Applicable federal, state, and local laws and regulations.

This request for proposals may be viewed beginning June 23rd online at <https://www.bcrccd.org/announcements>.

Contractor should mail, hand deliver, or email (PDF) their proposal to the address below by July 15, 2026 at 5:00 pm. Electronic submissions preferred.

Butte County Resource Conservation District
641 Entler Ave. Suite 47
Chico, CA 95928
Or
wolfy@bcrccd.org

At their soonest regular or special meeting thereafter (likely July 23rd or thereabouts), the BCRCD Board of Directors will review bids and strongly consider Award to BCRCD's recommendation of most qualified contractor, which will be based on contractor's bid, experience, and the project's available funding. The BCRCD may issue a Notice to Award within one to ten (10) business days of the Board of Directors' meeting, based on their decision.

BCRCD reserves the right to accept the quote which is in the best interest of BCRCD even if it is not the lowest quote. BCRCD has the right to waive irregularities in any proposal, or to reject any and all proposals.

The project is located on Forest Service land (Lassen National Forest, Almanor Ranger District) and the contractor must comply with all applicable laws and requirements necessary to perform work on Federal land.

Liability insurance requirements: After the "Notice of Conditional Award" and prior to the "Notice to Proceed," the selected firm shall furnish the BCRCD all certificates of insurance in the types and amounts set forth in Section 5 part 12.

Each firm will be presumed to have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any firm to examine any form, instrument, or document shall in no way relieve any firm from any obligation in respect to their proposal.

Proposals shall include the following originally signed document:
Proposal Form (Section 6)

For any questions regarding the Construction Specifications, contact the Project Manager, Wolfy Rougle, at wolfy@bcrccd.org or (530) 721-0164.

END OF SECTION

SECTION 2 - PROJECT DESCRIPTION

The project involves supervision of a road reconstruction and new construction project in remote Butte County. 100% stamped plans are completed. The project is a collaboration between Butte County Resource Conservation District (BCRCD), Butte County Public Works (BCPW or the County), and the Forest Service (FS). When completed, the road segment will be part of Humbug Summit Rd (BU 91513), which is cooperatively maintained by both the County and FS.

BCRCD will serve as the overall project manager and procurement manager, as well as being responsible for all permits such as SWPPP. FS will perform initial clearing of the site, followed by initial grubbing. The FS civil engineer is also expected to inspect the work once or more during and after construction.

The construction management firm will:

- Make at least one (1) site visit with BCRCD to the project site and quarry to review available aggregate materials and provide direction on steps (if any) to be taken to improve the stockpile (Summer 2026)
- Provide construction staking of the 0.39-mile segment of new construction after trees are removed, but before FS grubbing operations begin (Late summer 2026)
- Supervise initial grubbing operations (Late summer 2026)
- Assist BCRCD with development of the bid packet for the road construction (Late summer 2026)
- Ensure the site and future road alignment is adequately and accurately staked prior to the bid walk (Fall 2026)
- Answer contractor questions during and after the bid walk (Fall 2026)
- Once a construction contractor is selected, attend (and often run) pre-construction, weekly progress, and safety meetings. (Estimated Start Date June 1 2027)
- Perform field visits as needed (daily at times, less often at other times) to ensure the contractor, materials tester(s), and compaction tester are conforming to project plans and specifications (Construction: Summer 2027). For each day the site is visited, produce a daily report. Each report must include a narrative section, detailed description of the inspector's communication and outreach on the project for that day, documentation of any potential claims, and photos.
- BCRCD estimates construction will last for about 45 days. (Depending on the resources a contractor elects to mobilize, construction could take as little as 30 days or as much as 60 days.)
- Provide contract time tracking; track and validate material quantity used; create quantity tracking sheets. (Construction: Summer 2027).
- Coordinate with BCRCD, USFS, and other project stakeholders, as necessary, and shall ensure the project is constructed in conformity with the approved plans, specifications, applicable USFS standards, grant requirements, and applicable laws and regulations.

- Estimate progress payments (verify work as claimed on contractor invoices so BCRCDC can process payment). (Construction: Summer 2027).
- Verify contractor is complying with culvert and rock specifications. Ensure regular materials testing is conducted and is verified by County labs during construction. (Construction: Summer 2027).
- Assist BCRCDC in processing contract change orders during construction. (Construction: Summer 2027).
- Work with BCRCDC, USFS, and other project stakeholders, as necessary, to identify ways to resolve any quality issues or deficiencies (Construction: Summer 2027).
- Assist with the final punch list, create "red-lined" as-built drawings, manage project warranties, and close-out. (Construction: Summer 2027).

END OF SECTION

SECTION 3 - CONSTRUCTION MANAGEMENT SPECIFICATIONS

General Requirements

The firm shall ensure materials and methods used are within the specifications outlined in the engineer's plans, County standards, and the bid packet which Contractor will help develop. It is each firm's responsibility to familiarize themselves with the engineer's plans (Appendix B of this RFP packet) before submitting a proposal.

This project is Federally funded. All work completed by the selected firm must comply with CFR Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

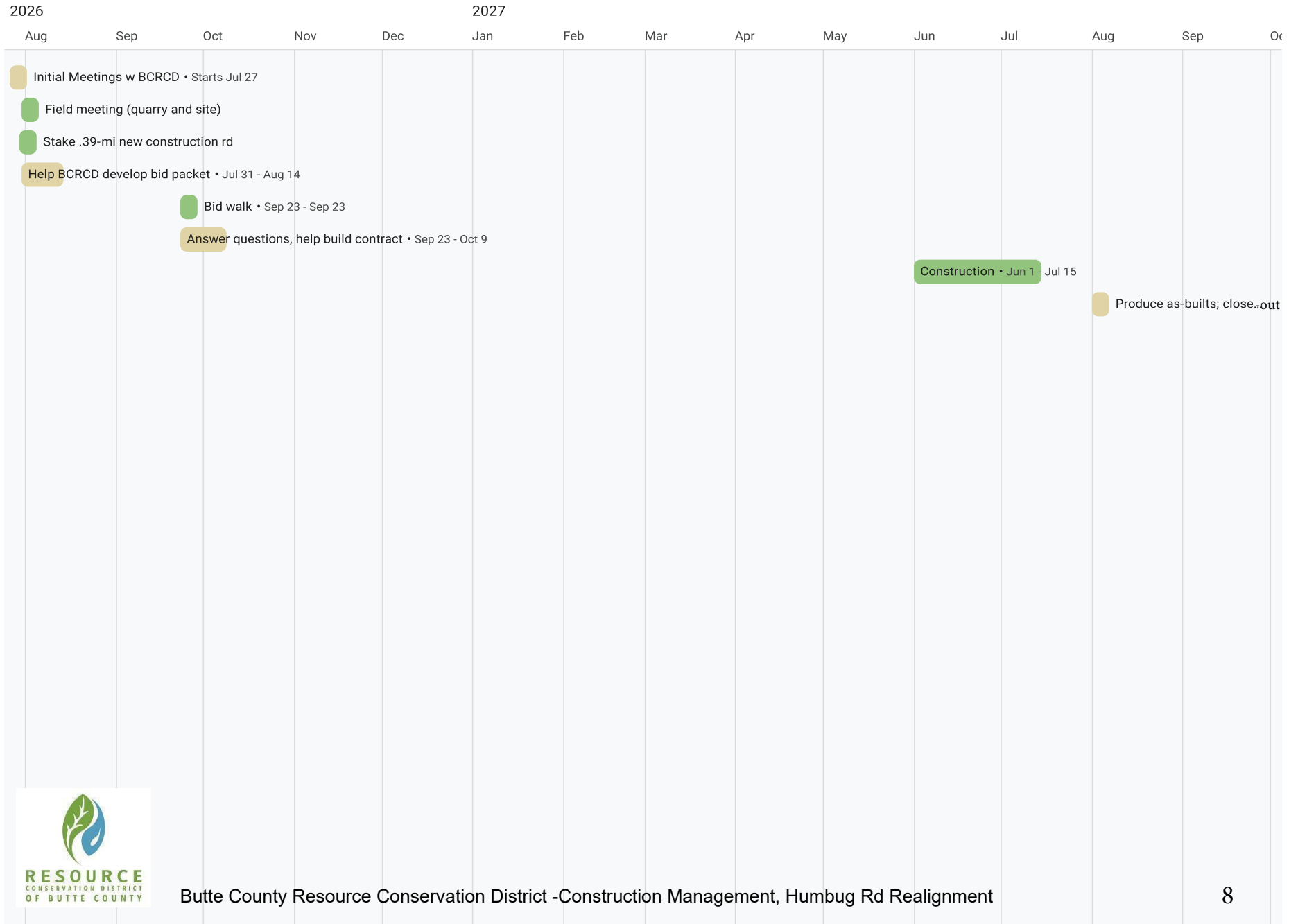
Staking

The construction management firm shall be responsible for installing, checking, and maintaining staking. On straight segments of roadway alignment, stakes must be placed a maximum of 100 feet apart. In addition, the start and end of curves must be staked. On curved segments of roadway alignment, stakes must be placed a maximum of 50 feet apart.

Anticipated Timeline

See next page

ANTICIPATED SCHEDULE



SECTION 4 - PROPOSAL REQUIREMENTS SUMMARY

1. Project Title: Humbug Road Realignment Project
2. Project Location: At the intersections of Humbug Summit Road (BU 91513) and Jonesville Rd; T 26N R05E, section 22, Butte County, CA
3. Opening Date: June 23rd, 2026
4. Proposals Due: Wednesday, July 15, 2026 by 5:00 PM
6. Award Date: On or about July 23rd, 2026
7. Work expected to start: About July 28, 2026
8. Construction Time Period: Must be completed by Dec 31, 2027
9. License Requirement: Professional Engineer
The firm must furnish a Professional Engineer for the project. The professional engineer will oversee the inspection and develop/ stamp the as-builts.
10. Quote to be Valid For: 60 days

END OF SECTION

SECTION 5 - INSTRUCTIONS TO FIRMS

1. General

- A. The prospective firm is made aware that the Work and associated requirements for this project are defined in a series of documents collectively referred to as the Contract Documents, which consist of the completed Proposal Form, these Instructions to Firms, the Agreement to which the General Conditions are attached, the Supplementary Conditions, any Special Provisions, the Plans, and the General Requirements and Technical Specifications and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the contract.
- B. Work Included - Scope of Work
 - a. The project is located on and adjacent to Humbug Summit Rd (T 26N R05E, section 22), in Butte County, CA. The project site burned in the 2021 Dixie Fire. Standing dead trees are to be removed by the Forest Service before the start of construction.
 - b. The site is owned by the U.S. Forest Service. The purpose of the work is to reroute Humbug Summit Rd (BU 91513) around a meadow it currently bisects. The meadow is known as Willow Creek Meadow. The new route of Humbug Summit Rd will be a combination of 1) new construction of a new route, 2) improvement/reconstruction of existing routes, and finally 3) decommissioning of the old route. **See map, Appendix A.** The work consists of providing construction management and administration services, including but not limited to staking, oversight and inspection, compliance verification, and close-out, of the following construction c-g:
 - c. A 0.39-mile segment of **new** road will be built to the south of the current BU 91513 alignment. The new construction will connect Cirby Tie Rd (26N33) and Cirby Meadows Rd.(26N02).
 - d. Between the western end of new construction and the existing alignment of Humbug Summit Rd (BU 91513), a 0.50-mile segment of Cirby Tie Rd will be **reconstructed**.
 - e. Between the eastern end of new construction and the existing alignment of Humbug Summit Rd (BU 91513), a 0.46-mile segment of Cirby Meadows Rd will be **reconstructed**.
 - f. East of Cirby Meadows Rd, a 0.37-mile segment of BU 91513 will also be **reconstructed**.
 - g. Finally, the 0.40-mile segment of BU 91513 currently bisecting the meadow will be **decommissioned**, and large boulders installed at either end to prevent access by unauthorized vehicles.
 - h. The Construction Specifications and requirements are included as Section 3.

2. Time of Completion

A. A Notice to Award is anticipated to be issued on or before July 21st, 2026 to allow for initial preparations and preliminary meetings. A Notice to Proceed is expected to be issued on or shortly after July 23rd, 2026. All work must be completed by Dec 31, 2027.

3. Question Submission: **Wednesday, July 1st, 2026 at 5:00 PM.**

Firms may submit questions by email to wolfy@bcrccd.org before Wednesday, July 1st, 2026 at 5:00 PM. All pertinent questions will be answered and posted on the bcrccd.org/announcements website. The Contractor understands and agrees that it has a duty to inquire about and clarify any RFB questions that the Contractor does not fully understand or believes may be interpreted in more than one way. The BCRCD, however, is not required to answer questions that are not pertinent to the RFP or are considered to be proprietary information. Questions will be answered by Thursday, July 9th, 2026, at noon.

Please address questions to:
Wolfy Rougle
Email: wolfy@bcrccd.org

4. Proposal Due Date

A. Proposals shall be received by the BCRCD on or before Wednesday, July 15th, 2026 at 5:00 PM at the address above. Electronic submissions preferred.

5. Proposal Review

A. No proposal shall be considered as successful until after all proposals have been reviewed by the BCRCD. If required by the BCRCD, firms shall submit any information requested to evaluate the bids, including Subcontractors, cost breakdown, work experience, financial status, and status of license.

6. Proposal Selection and Award

A. Award of the contract, if awarded, will be made to the proposal which substantially complies with all of the requirements prescribed and is in the best interest of the BCRCD. Any such Award will be made within thirty (30) calendar days after the opening of the proposals. The BCRCD reserves the right to reject any and all proposals, to waive any informality or irregularity in a proposal, and to make award in the interests of the BCRCD.

B. Between July 15 and July 23rd, 2026, the select firm shall receive a Notice of Intent to Award along with unsigned copies of the contract and other documents.

C. The firm to whom award is made shall execute a written contract with the BCRCD on the form of Agreement provided, and shall secure all insurance

required by the Specifications. The firm shall not be permitted to proceed with the performance of the work unless and until it has obtained and provided evidence of insurance that satisfies and complies with the requirements of the Contract Documents. To the extent that the firm is delayed in obtaining or providing the required information, the firm shall be responsible for all such delays and shall not be entitled to additional time to complete the Contract within the specified timeframes.

- D. Failure or refusal to enter into a Contract within ten (10) calendar days following the receipt of the Notice of Intent to Award 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 firm refuses or fails to execute the Contract, the BCRCDC may award the Contract to the firm which provides the second amount of advantage to the BCRCDC. If the second firm refuses or fails to execute the Contract, the BCRCDC may award the Contract to the firm which provides the third amount of advantage to the BCRCDC, and so forth.

6. Form of Agreement

- A. The form of Agreement, which the successful firm will be required to execute, if awarded the work, is attached hereto (**Section 7** of this RFQ) and is made a part hereof.

7. Wages

- A. This project is subject to the Davis-Bacon Act, and Prevailing Wage Determinations for crafts and associated with public works projects shall apply. It shall be mandatory upon the contractors and all subcontractors to pay not less than said specified wages to all workers employed by them in the performance of this Contract. It shall also be mandatory upon the contractors and all the subcontractors to comply with all other California Labor Code or Federal rules regarding 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 contractors and any subcontractors shall be provided in a timely manner to the BCRCDC. The BCRCDC may withhold all or part of the applicable progress or final payment for the failure to submit complete and correct verified payrolls and related labor compliance documentation. Final payment may be withheld pending review and review of all Certified Payroll reports and all other required labor compliance documents.
- B. It is intended that prevailing rates of wages and working hours shall be in accordance with those established by the jurisdictional authorities of the vicinity

in which the Work is being performed. If the rates established are in excess of those prevailing, the prevailing rates shall govern, but in no instance shall the BCRCD be held responsible for rates and wages paid which are below those prevailing.

- C. As a condition to receiving progress payments, or final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, contractor shall submit all documentation (including certified payroll forms) required by the Labor Compliance program, as well as any additional documentation requested by the Agency or its designee. BCRCD shall withhold any portion of the 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 federal prevailing wage requirements, the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- D. Contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations will be reported to the U.S.D.A.
- E. Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

8. Withheld Contract Funds/Substitution of Securities

- A. The successful firm 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 firm, 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.
- B. Alternatively, on written request of the successful firm, the BCRCD shall make payment of the retention earnings directly to an escrow agent at the expense of the successful firm. The successful firm, at their expense, may direct the investment of the payment into securities and the successful firm 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 firm shall receive from the escrow agent all the unused securities, interest, and payments received by the escrow agent from the BCRCD.

- C. Securities eligible for deposits shall include those listed in Section 16430 of the Government Code, bond or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letter of credit, or any other security mutually agreed to by the successful firm and the BCRCD. The successful firm shall be the beneficial owner of any securities substituted for moneys to be withheld, and shall receive any interest accrued upon the unused amount.
- D. If the security is deposited with a state or federally approved chartered bank as Escrow Agent, it is agreed that the successful firm 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.

9. Contractor Invoices and Payment

- A. Upon review and approval of work, payment shall be made by the BCRCD to Contractor within thirty (30) calendar days. Invoices may be submitted at any time, but no more often than monthly.

10. Debarment Policy

- A. It shall be the policy of the Board of Directors of the BCRCD to prohibit any party or entity listed on 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.

11. Non-Resident Contractor

- A. 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 the 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.

12. Insurance

- A. 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. Contractor shall also obtain and maintain continuously comprehensive Errors and Omissions (E&O) Insurance with a limit of liability of not less than \$1,000,000.

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, 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, they shall obtain and maintain continuously workers' compensation insurance to cover Contractor and Contractor's employees and partners.

- B. 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.
- C. 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.
- D. 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.

END OF SECTION

SECTION 6: PROPOSAL FORM

Humbug Road Realignment Project Construction Management Proposal Form

Please submit a Time and Materials quote with a Not-To-Exceed limit for each of the subtasks below, unless otherwise directed. Attach as many additional sheets as necessary to show BCRCDC your firm's assumptions and calculations. Please also attach a rate sheet showing hourly costs for all staff who will be involved in the project.

Item	Description	Quantity	Unit	Unit Price	Total
1	Initial Meetings, 2026			\$	\$
2	Pre-Construction Staking, 2026				
3	Re-Staking for Bid Walk, Bid Walk Attendance and Bid Process Assistance, 2026				
4	Construction Management 2027			\$	\$
5	Contract change order review and processing	Max 3 during construction	Per each		
6	Estimation of progress payments		Per each		
7	Development of as-built (redline) project plans			\$	\$
	TOTAL PROPOSAL PRICE				\$

Total Amount (written in words)

Authorized Contractor Signature

Date

[Continued on next page]

Contractor's Designated Representative

Address

Telephone Number: _____

Cellphone Number: _____

The proposing firm shall furnish 1) a California-licensed Professional Engineer responsible for engineering oversight and certification of project records and as-built documentation and 2) furnish or subcontract a licensed California Land Surveyor to execute the construction staking utilizing control points.

CA Professional Engineer name and license #: _____

California Land Surveyor name and license #: _____

Experience

List **at least three (3) road and/or bridge** construction projects that you recently provided construction oversight on (within the past five years) demonstrating similar tasks for a similar project in a similar setting. We are primarily interested in any projects where you worked directly with Butte County Public Works. We are secondarily interested in any projects where you worked for the U.S. Forest Service. List the project name, contract amounts, and contacts of contract officers.

1) Job/Project Name _____
 Owner _____ Year _____ Contract Amount _____
 Contact Name _____ Phone _____
 Project Description _____

2) Job/Project Name _____
 Owner _____ Year _____ Contract Amount _____
 Contact Name _____ Phone _____
 Project Description _____

3) Job/Project Name _____
 Owner _____ Year _____ Contract Amount _____
 Contact Name _____ Phone _____
 Project Description _____

4) Job/Project Name _____
 Owner _____ Year _____ Contract Amount _____
 Contact Name _____ Phone _____
 Project Description _____

END OF SECTION

SECTION 7 - CONTRACT AGREEMENT

For information only – do not fill out

THIS AGREEMENT, entered into as of _____ 2026, 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 _____. (Contractor License # _____), (hereinafter called the "Contractor"), WHEREAS, the Contractor has been awarded the contract for the work hereafter mentioned:

"Humbug Road Realignment Project"

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 Proposal submitted by the Contractor to whom the Contract is awarded, the Instructions to Firms 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 Construction of the Humbug Road Realignment Project 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, 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: "Humbug Road Realignment Project".

By execution of the Agreement, the Contractor acknowledges that it has carefully reviewed and examined all Contract Documents, including all specifications, plans, addenda, and regulatory requirements referenced therein; has investigated the site conditions; and fully understands the scope of work and all obligations necessary to complete the Project in compliance with applicable laws and regulations. The Contractor further acknowledges that no claim for additional compensation or time will be considered based on failure to review or understand the Contract Documents or site conditions that were reasonably discoverable prior to bid submission.

IV. CONTRACT PRICE

The BCRCDC 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) calendar days of the opening of bids the successful firm will be authorized by written notice to proceed with the work. The firm shall have no claim against the BCRCDC, or its officers, employees, agents, consultants, or project manager 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 Dec 31, 2027. 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. Time is and shall be of the essence of each and every obligation in these Contract Documents. The entire project must be completed by Dec 31, 2027.

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 the provision of the Contract Documents, or the contract let hereunder. The BCRCDC 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 BCRCDC 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. 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.

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.

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 the Davis-Bacon Act, the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

The work herein described falls into the category of public works projects for Federal requirements. CONTRACTOR shall abide by applicable Federal laws concerning the payment of prevailing wages. 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 General Prevailing Wage requirements) prescribed for contractors performing public works projects. The contract requirements of the Davis-Bacon and Related Acts ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) and a copy of the applicable federal wage determination shall be attached as an Appendix to this agreement.

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.

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.

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 BCRCDD 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 BCRCDD 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 Firms; (3) the Instructions to Firms; (4) the Engineer's Plans; (5) the Construction Specifications text.

CONTRACT AGREEMENT CERTIFICATION

BCRCDD

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Contractor

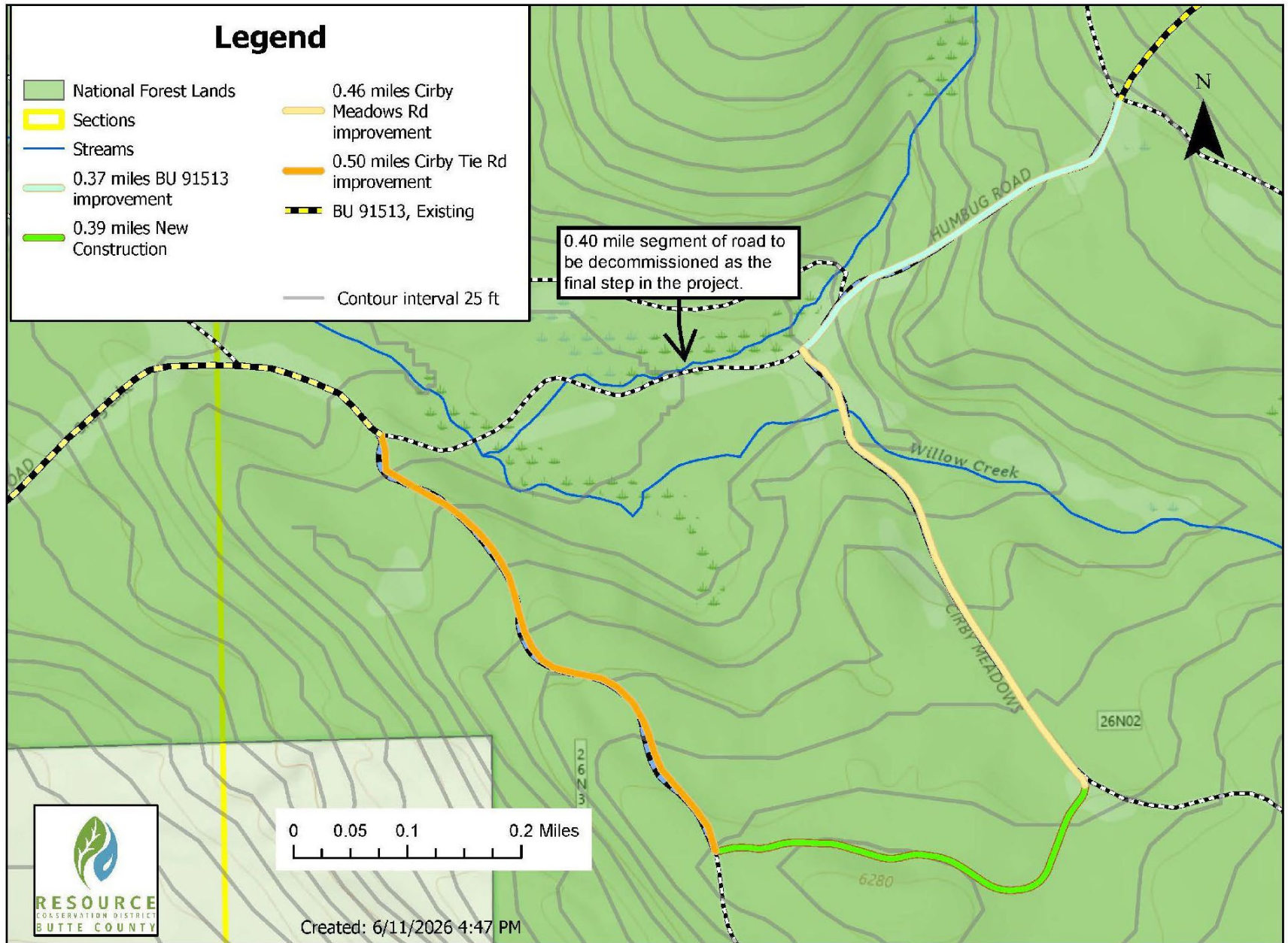
Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

END OF SECTION

Appendix A - SITE MAP



Appendix B – DESIGN PLANS

Google Drive Link:

<https://drive.google.com/file/d/1Sxmxns48bB8-8YulahmQQeICPI2H7mKi/view?usp=sharing>