



REQUEST FOR BIDS

Humbug Road Realignment Project

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



**Bids Due on or Before
4:30 PM PST Friday, December 4, 2026**

Mandatory bid walk Thursday, Oct. 22, 2026 at 10:00 am

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SECTION 1 - NOTICE TO BIDDERS

Butte County Resource Conservation District (BCRCD) is seeking bids from contractors qualified to implement the **Humbug Road Realignment Project**, a road reconstruction and new construction project for 2027. Humbug Road (BU91513) is a regional haul route constructed and maintained through a cooperative agreement between the U.S. Forest Service (Lassen National Forest), and Butte County Public Works (BCPW). Through this project, Humbug Road will be realigned to bypass the Willow Creek Meadow. A mandatory pre-bid meeting (bid walk) is scheduled for Thursday, October 22, 2026 (see details later in this section).

The work consists of a Base Bid project and two Add/Alternate Bid item. A complete bid includes pricing for the Base Bid and both Add/Alternate Bid items. All bidders must provide pricing for all items. Based upon Forest Service actions and available funding, a contract, if awarded, will be awarded for the Base Bid only, or the Base Bid together with Add-Alternate Item 1 (clearing/grubbing), or the Base Bid together with both Add-Alternate Item 1 (clearing/grubbing) and Add-Alternate Item 2 (decommissioning).

Licensing: Contractors must hold a Class A General Engineering Contractor's License.

Construction oversight and surveying will be performed by Rolls, Anderson Rolls (RAR). Periodic inspections will be conducted by BCPW staff and the Lassen National Forest Civil Engineer. BCRCD will serve in the role of project manager/owner. Funding for the project is provided by the National Fish and Wildlife Foundation (NFWF), a Federal funding source. Thus, this is a Federal prevailing wage project; Federal wage determinations can be found at: <https://sam.gov/wage-determinations>.

The project area is in far northern Butte County, CA (see maps, Appendix A). The project site is in T26N, R05E, section 22, and is owned by the U.S. Forest Service (APN = 060-140-011).

The project area is at 6,000 feet in elevation, so the construction season is short. In some years, it is only from June to October. It is the contractor's responsibility to investigate site conditions and accessibility before mobilization. Due to unforgiving funding deadlines, construction must be finished by August 15, 2027.

The project shall be constructed in accordance with:

- Applicable USFS unsealed road standards;
- Approved engineering plans and technical specifications (see engineer's design plans, attached as Appendix B)
- Grant and funding agency requirements; and
- Applicable federal, state, and local laws and regulations.
- Where written project specifications differ from the engineer's design plans, specifications shall prevail.

This request for proposals may be viewed beginning at 4:30 p.m., October 7th, 2026 online at <https://www.bcrcd.org/announcements>.

Contractor should mail, hand deliver, or email (PDF) their sealed proposal to the address below by December 4, 2026 at 4:30 pm, at which time all bids received will be publicly opened and read aloud outside of the BCRCD office. Electronic submissions preferred.

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

Total bid cost estimates are made public upon bid opening (but not unit costs).

At their soonest regular or special meeting thereafter (likely December 17th), the BCRCD Board of Directors will review bids and consider Award to the lowest qualified bidder. The BCRCD may issue a Notice of Intent to Award within one to ten (10) business days of the Board of Directors' meeting, based on their decision. BCRCD has the right to waive irregularities in any proposal, or to reject any and all proposals.

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 documents:

- Proposal Form and references (Section 5)
- Non-Collusion Affidavit (Section 6)
- Fire Plan acknowledgement (Section 7)
- Bid Bond
- Certificate of Insurance (see required amounts, Section 4: Instructions To Firms, item 12.)
- Bidder Qualifications Form (Appendix E).

Bidders may include additional pages to describe their approach and/or their qualifications, as necessary. Bids not including the listed documents *filled out in full* may be deemed non-responsive and rejected.

Bids are required for the entirety of the work called for in the contract documents (with the exception of items specified as optional or add/alternate). A bid may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. BCRCD

does not accept alternate language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. BCRCD's General Terms and Conditions are not negotiable.

Bidders are cautioned not to rely on BCRCD to discover and report to the bidder all defects and errors in the submitted documents during the evaluation. Bidders should carefully proof their documents for errors and adherence to the Invitation for Bid requirements before submitting them. Additionally, the bidder should carefully examine the worksite and specifications and should investigate the worksite's conditions, character, quality of surface, subsurface materials, and obstacles to be encountered. No additions to the Agreement amount will be made because of a bidder's failure to thoroughly examine the worksite and specifications.

Any bidder is welcome to modify their bid after submitting it, by withdrawal and resubmission before the bid due date. Modification of a bid offered in any other manner, oral or written, will not be considered.

A bidder may withdraw bid by submitting a written request for its withdrawal to BCRCD, signed by the bidder or an agent authorized to bind the bidding firm contractually. Electronic withdrawal (with electronic signature) is acceptable. A bidder may thereafter submit a new bid before the bid submission deadline. Bids may not be withdrawn after the bid due date.

Costs for developing bids and preparation of award of the Agreement are entirely the responsibility of the bidder and shall not be chargeable to BCRCD.

Pre-Bid Meeting Details:

Attendance at the pre-bid meeting (bid walk) is mandatory. The bid walk is tentatively scheduled for Thursday, October 22, 2026, starting at 10:00 am. If necessary (for example due to inclement weather), the bid walk will be rescheduled via a bid packet addendum.

The bid walk meeting place will be at the northwest corner of the project area: [40.102530, -121.428784](#). This is at the intersection of BU91513 (a.k.a. Humbug Rd) and 26N33 (a.k.a. Cirby Tie Rd). See maps, appendix A.

NOTE ON SITE CONDITIONS: At the time of this writing, standing and downed dead trees from the Dixie Fire are still plentiful in the project area. The Forest Service plans to remove dead trees along the project roads and perform grubbing of the new construction road segment before Contractor's work commences. Specifically: the Forest Service plans to cut, skid and deck all standing dead trees that are within 300 feet of project roads, leaving no stumps greater 8 inches above the ground or 4 inches above natural objects. Meanwhile, it also plans to prepare the new construction roadbed by grubbing live and dead stumps/roots/ vegetation, over 0.5 inches in diameter, to a minimum depth of six inches below subgrade.

However, the Forest Service's expected timelines for this clearing and grubbing work have already been extended more than once, and winter is coming! In the event the Forest Service does not actually cut those trees and grub that roadbed after all, then clearing and grubbing would become the responsibility of the Contractor. This is why clearing and grubbing is an add-alternate bid item Contractors must include in their proposals.

The bid walk will have three main components:

1. First, we will drive all segments of existing road in personal vehicles.
2. Second, contractors are ***strongly encouraged*** to walk the segment of new-construction themselves. It is the contractor's responsibility to inspect and evaluate all field conditions prior to making a bid.
3. Third, (again in personal vehicles) we will visit the quarry which is about 2.2 miles from the bid walk meetup site. Quarry access will be marked by BCRCD. It is the contractor's responsibility to evaluate quarry conditions – including available rock quantity and access conditions for the contractor's equipment – prior to making a bid.

Access to all project locations shall be solely on project-approved roads. No alteration of existing routes are permissible without prior authorization from BCRCD/Lassen National Forest.

For any questions, contact Planning and Watershed Program Manager, Wolfy Rougle, at wolfy@bccrd.org or (530) 721-0164.

END OF SECTION

SECTION 2 - PROJECT DESCRIPTION and CONSTRUCTION SPECIFICATIONS

The project involves reconstruction and new construction of certain segments of road in remote Butte County. 100% stamped design plans are completed (see Appendix B). 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.

Currently, BU91513 bisects Willow Creek Meadow. Because of conflicts between the meadow and road, the road frequently washes out, while the meadow is getting incised and drying out. This project will create a 1.4-mile detour, on an upland alignment, allowing BU91513 to avoid the meadow entirely. When the project is finished, BU91513 will be 1.0 miles longer, but its overall maintenance burden will be reduced.

General Requirements

The contractor shall use materials and methods that are within the specifications outlined in the design plans, this bid book, Forest Service road specifications (FP-24, and the guidance of the construction oversight management firm (Project Engineer), RAR. It is each contractor's responsibility to familiarize themselves with the design plans (Appendix B of this bid 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.

BCRCD will serve as the project manager, handling overall administrative and procurement tasks, as well as being responsible for water quality permits such as the Storm Water Pollution Prevention Plan (SWPPP). FS plans to 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 work consists of the following items:

1. **26N33:** Approximately 2,721 linear feet (0.51 miles) of road **reconstruction** to bring Cirby Tie Rd (**26N33**) up to the standards of BU91513. The rebuilt Cirby Tie Rd will be an outsloped 18-foot-wide rocked road with a 2-foot-wide shoulder on the outboard edge and will include two (2) turnouts and nine (9) rolling dips. See pages C7 and C8 in the design plans.
2. **Site 25:** 35" by 24" CMP pipe arch, 50 linear feet with 2 couplers, and accompanying culvert section rebuild with installation of RSP. See pages C7 and C8 in the design plans.

3. **Site 26:** 42" x 29" CMP pipe arch, 60 linear feet with 2 couplers, and accompanying culvert section rebuild with installation of RSP. See pages C7 and C8 in the design plans.
4. **New Construction:** Approximately 2,082 linear feet (0.39 miles) of **new** road construction to the south of the current BU 91513 alignment, out of the influence of Willow Creek and Meadow. The realigned road design will be an outsloped 18-foot-wide rocked road with pit run subgrade, a 2-foot-wide shoulder on the outboard edge and will include two (2) turnouts and five (5) rolling dips. There are no stream crossings. See page C9 in the design plans.
5. **26N02:** Approximately 2,666 linear feet (0.51 miles) of road **reconstruction** to bring Jonesville Rd/ Cirby Meadows Rd (26N02) up to the standards of BU91513. The realigned road design will be an outsloped 18-foot-wide rocked road with a 2-foot-wide shoulder on the outboard edge, with an inboard ditch and one (1) ditch relief culvert installation and with eight (8) rolling dips and two (2) turnouts. See pages C10, C11 and C12 in the design plans.
6. **Site 94:** 30" round CMP, 50 linear feet with 2 couplers, and accompanying culvert section rebuild with installation of RSP. See pages C10 and C11 in the design plans.
7. **Site 95:** 12.8-foot by 8.3-foot CMP pipe arch (mitered), 80 linear feet with 3 couplers, and accompanying culvert section rebuild with installation of RSP. See pages C10 and C11 in the design plans.
8. **Site 97:** 81" by 59" CMP pipe arch (mitered), 80 linear feet with 3 couplers, and accompanying culvert section rebuild with installation of RSP. See pages C10 and C12 in the design plans.
9. **Site 98:** 57" by 38" CMP pipe arch, 50 linear feet with 2 couplers, and accompanying culvert section rebuild with installation of RSP. See pages C10 and C12 in the design plans.
10. **Existing BU 91513:** 1,929 linear feet (0.37 miles) of road **reconstruction** to ameliorate erosion problems on the abovementioned existing segment of BU 91513. The rebuilt Humbug Summit road will be an outsloped 18-foot-wide rocked road with a 2-foot-wide shoulder on each edge and an inboard ditch and with twelve (12) rolling dips.
11. **Ditch relief culverts:** To provide thirteen (13) ditch relief culverts, a total of 390 linear feet of 18" round CMP will be required and 13 couplers.
12. **Trash racks:** Four (4). See page C4, detail 11, in the design plans.
13. **Erosion control** measures sufficient to maintain compliance with all permit requirements. (404 and 401 permits have been obtained by BCRCD/Forest Service, or are in process.)
14. **Signs:** Four (4) Forest Service vertical route markers (FM1-7V) reading "BU 91513" and sixteen (16) Carsonite vertical road markers (CRM-375 white), 72" tall with reflector; all to be installed per Forest Service EM7100-15 Manual, Typ.
15. **Traffic Control:** Comply with the most recent version of the [MUTCD \(currently version 111 with revision 1\)](#) and the supplemental FS specifications attached as Appendix D. The area is remote and receives only light traffic. Humbug Summit Rd (BU91513) should not be closed to through traffic except during reconstruction of the segment east

of the meadow. For other roads, closures can be submitted 7 to 10 days in advance for approval, with a detour pre-identified. Because culvert installation closures usually only last a few hours, contractors should pick a time that has minimal traffic during the week and/or should be willing to work with passersby during active construction. Using elements of CAMUTCD for temporary traffic control is acceptable (for example, using the CAMUTCD flagger symbol helps provide continuity for California drivers).

16. Application for **encroachment permit** from Butte County
17. **Water truck.** The water truck(s) will need to water a) the construction site and b) during hauling operations, the segment of road along which rock is being trucked. Water truck trips must occur regularly enough to keep the project's fugitive dust emissions compliant with Butte County Air Quality Management District regulations. See allowed drafting locations map in appendix A
18. **Rock:** Ensuring adequate supply of all rock and aggregate needed for the project (NOTE: most or all rock & aggregate may already be available on-site; see "Rock Availability" below for details). This includes working with materials tester hired by BCRCD to verify all materials meet specifications.
19. **Boulder placement:** After above items are completed and accepted: Installation of large boulders at either end of the "old" section of BU 91513, preventing entry by vehicles. Boulders should come from on-site and should be too big to move without heavy equipment.
20. **Add/Alternate bid item 1: Clearing and Grubbing:** In a world in which the Forest Service does not accomplish the clearing and grubbing, please provide your price to 1) remove dead trees within 300 feet of project roads, including the new construction alignment, leaving no stumps greater 8 inches above the ground or 4 inches above natural objects; and 2) prepare the new construction roadbed by grubbing live and dead stumps/roots/ vegetation, over 0.5 inches in diameter, to a minimum depth of six inches below subgrade.
21. **Add/Alternate bid item 2: Decommissioning:** As a final step: decommissioning of the "old" segment of Humbug Summit Road, 2,069 linear feet (0.39 miles) in length. See pages C5 and C6 in the engineer's design plans.

Work must be completed by August 15, 2027, except that item 19, and (if performed) item 21 may be delayed later because they are contingent on property owner approval of completed work.

Note on construction staking

Stakes and markers shall be carefully preserved by the Contractor. If such stakes or marks are destroyed or damaged, the Project Engineer will replace them at his earliest convenience; but the Contractor shall be charged for the cost of replacing or restoring any stakes and marks which are destroyed or damaged by his operations.

BCRCD and the Project Engineer will provide staking for the construction items and frequencies as follows at no cost to Contractor:

- ☐ **Construction staking for all culvert installation sites, 1 site visit:** Staking of culverts will consist of one offset stake at each end of the culvert with a cut/fill to design flowline. Contractor to provide offset distance at the time of request. (Whenever the Contractor requires construction stakes, he shall notify BCRCD and Project Engineer of his requirements at least five days in advance of starting operations that require such stakes.)
- ☐ **Construction staking for all rolling dip locations and turnouts on the reconstructed road segments, 1 site visit:** Staking will consist of a single offset stake to the proposed edge of roadway at the center of the rolling dip low points and at the center of pullouts. Contractor to provide offset distance at the time of request.
- ☐ **Construction staking for the New Construction road segment, 1 site visit:** Staking will consist of single offset stakes on one side of the road to the proposed edge of roadway at 100-foot stations, beginnings, ends and compound curvature points and road conform locations. Additionally, staking will consist of a single offset stake to the proposed edge of roadway at the center of the rolling dip low points and at the center of pullouts. Contractor to provide offset distance at the time of request.

Any additional staking, or re-staking of that described above, will be charged to the expense of the Contractor, so if you anticipate needing more frequent staking than described above, make sure to factor it into your bid.

Quarry Permissions and No-Cost Rock Availability

A Forest Service-owned quarry exists about 2.2 miles from the project site. (Location: T26N, R05E, sn 17, approx. 40.102530, -121.428784; Google Maps [link](#).) BCRCD holds a permit to extract, and use in the project at no cost, the volumes of rock listed below. Some of the rock is ready to use as-is; some needs to be crushed or processed to the sizes specified in the plans. Prior to submitting a bid, the Contractor must walk the quarry site and make their own estimates of usable volume present, as well as further processing/screening work needed. Some contractors may elect to import some project rock instead of processing it on-site. Regardless of rock origin, it will be the contractor's responsibility to work with the Project Engineer and a materials tester to verify all rock meets project specifications before the rock is installed on the project site.

Type of Rock	Volume Called for in Design Plans	Volume Allowed To be Removed from Quarry per BCRCD's Permit	Unadjusted Estimate of Volume Present: <i>Actual volumes could be more or less than the unadjusted estimate</i>
Road surfacing aggregate	3,241 cy meeting spec 'F' *	3,500 cy	10,264 cy meeting spec 'G' *
"Pit-run" rock (diameter 6-8"), e.g. for road base	2,860 cy	2,860 cy	2,320 cy +/-
RSP class III (12" diam.)	82 cy	82 cy	542 cy, but material is blended together in one pile. Needs to be processed for further gradation.
RSP class V(18" diam.)	521 cy	521 cy	

*For the difference between 'G' and 'F' spec, see chart below:

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)				
	Grading Designation				
	F	G	H	S	T
1 1/2 inch	100			100	
1 inch	97-100	100		72 – 92 (6)	100
3/4 inch	76-89 (6)	97 – 100	97 – 100		
1/2 inch					71 – 91 (6)
3/8 inch	56-68 (6)	70 – 80 (6)	80 – 92 (6)	51 – 71 (6)	
No. 4	43-53 (7)	51 – 63 (7)	58 – 70 (7)	36 – 53 (7)	43 – 60 (7)
No. 8				26 – 40 (6)	30 – 46 (6)
No. 16	23-32 (6)	28 – 39 (6)	28 – 40 (6)		
No. 40	15-23 (5)	19 – 27 (5)	16 – 26 (5)	14 – 25 (5)	16 – 28 (5)
No. 200	10.0-16.0 (4)	10.0 – 16.0 (4)	9.0 – 14.0 (4)	8.0 – 15.0 (4)	8.0 – 15.0 (4)

() The value in the parentheses is the allowable deviation ($\pm$) from the target values.
If the plasticity index (PI) is greater than 0, the TV range for the No. 200 sieve size is 8-12 (4).

The gravel at the quarry meets spec 'G'. However, the finished road surface for this project must be rocked with gravel meeting spec 'F'. Therefore, the contractor must furnish (either by processing on-site rock, or by importing) enough gravel in the ¾" - 1" size class to make up between 76% - 89%, by mass, of the total amount of gravel required to rock the finished roads.

END OF SECTION

SECTION 3 - 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: October 7th, 2026
4. Proposals Due: Friday, December 4, 2026 by 4:30 PM
5. Mandatory Bid Walk: Thursday, October 22, 2026, 10:00 am
6. Award Date: On or about December 17th, 2026
7. Work expected to start: About June 1, 2027, or as soon as practicable
8. Construction Time Period: Must be completed by August 15, 2027
9. License Requirement: Class A
10. Quote to be Valid For: 90 days

END OF SECTION

SECTION 4 - 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.

2. Time of Completion

- A. A Notice of Intent to Award is anticipated to be issued on or before December 17th, 2026 to allow for initial preparations and preliminary meetings. A Notice to Proceed is expected to be issued within ten days after that date, after Contractor has provided the requisite performance bond. All work must be completed by August 15, 2027.

3. Question Submission: **By Friday, October 30, 2026 at 5:00 PM.**

Firms may submit questions by email to wolfy@bcrd.org before October 30, 2026. All pertinent questions will be answered and posted on the bcrd.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 RFB or are considered to be proprietary information. Questions will be answered by November 5, 2026.

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

4. Proposal Due Date

- A. Proposals shall be received by the BCRCD on or before Friday, December 4th, 2026 at 4:30 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 responsive proposal which substantially complies with all of the requirements prescribed and is from a qualified bidder. 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.
- B. Between December 7th and December 17th, 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 keep current 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 BCRCD may award the Contract to the firm which provides the second amount of advantage to the BCRCD. If the second firm refuses or fails to execute the Contract, the BCRCD may award the Contract to the firm which provides the third amount of advantage to the BCRCD, 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 11** of this RFB) and is made a part hereof.

7. Wages

- A. This project is subject to the [Davis-Bacon Act](#). It shall be mandatory upon the contractors and all subcontractors to pay not less than Davis-Bacon prevailing wage (i.e., the combination of the basic hourly wage rate and any fringe benefits rate listed for a specific classification of workers in the applicable Davis-Bacon wage determination) 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 BCRCD, typically using **Form WH-347**. The BCRCD 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 U.S. Department of Labor, 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 Applications for Payment, and Payment

- A. Upon review and approval of work, payment shall be made by the BCRCD to Contractor within forty-five (45) calendar days. BCRCD strives to pay invoices promptly and can usually process payment in a shorter time. Applications for payment may be submitted at any time, but monthly application for payment is encouraged.

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. 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 "Butte County Resource Conservation District" 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 5: PROPOSAL FORM

When filing out this proposal form, please use the bid assumptions listed below:

- The contract sum shall be deemed to include all costs necessary to complete the work and shall include any costs which may arise from any reasonable unforeseen difficulties or delays encountered during the project.
- Vegetation/brush removed during site grubbing will be added to large burn piles on the same Forest Service section. Exact location to be determined by USFS/BCRCD.
- Spoils generated from construction and not re-used as fill, will be deposited in a location on the same Forest Service section. The location will be determined by BCRCD and will allow the spoils to be used as fill at other stream crossing sites.
- All construction-related debris and refuse encountered within culvert replacement sites and designated grading areas (old culverts, concrete, fencing, abandoned tires, etc.) will be hauled away and properly disposed of by the selected contractor.
- The successful contractor will work under the direct supervision of RAR with assistance from BCRCD, USFS, and BCPW. All tasks listed in the construction specifications must be completed to our satisfaction.
- The selected contractor must abide by all permit requirements as directed by BCRCD and RAR and/or regulatory staff to ensure the project remains in environmental compliance.
- This project will take place within applicable summer construction windows as determined by regulatory agencies and weather conditions.
- Total estimated construction duration is 4-10 weeks.
- Materials: See the Design Plans and “Rock Availability” in Section 2. The contractor will be responsible for trucking rock to the site and working with the Project Engineer and materials tester to ensure the rock meets project specifications.
- Culverts and Erosion Control: All culvert materials will be purchased by the contractor. All erosion control materials (except seed) will be purchased by the contractor.

Humbug Road Realignment Project Proposal Form

Please submit a lump-sum quote for each of the subtasks below, unless otherwise directed. Attach as many additional sheets as necessary to show BCRCD 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.

NOTE: It is the contractor's responsibility to comply with the fire plan (Appendix C) and BCRCD expects fire plan compliance costs will be integrated into each bid item.

Items are subject to removal via change order, based on BCRCD budget.

Items may be increased or decreased by up to 25% in quantity without changing per-unit price. If the total pay quantity of any item of work required under the Contract varies from the Proposal quantity by 25 percent or less, payment therefor will be made for the quantity of work performed at the Contract unit price. See General Conditions, Articles 10 and 11 for details.

Items 19 and 20 are add-alternate bid items. Bids will be evaluated and awarded based on base bid first, and if multiple base bids are within project budget, final award will be based on add-alternate bid.

There will be no negotiation in price, either upwards or downwards, due to fluctuations in fuel cost.

LF=Linear Feet

Item	Description	Quantity	Unit	Unit Price	Total
0	Mobilization		each	\$	\$
1	26N33: Road reconstruction to an outsloped 18-foot-wide rocked road with a 2-foot-wide shoulder on the outboard edge; includes two (2) turnouts and nine (9) rolling dips.	2,721	LF		
2	Site 25: 35" by 24" arched CMP with installation of RSP and Carsonite culvert markers, complete in place.	50	LF		
3	Site 26: 42" x 29" CMP pipe arch and accompanying culvert section rebuild with installation of RSP, complete in place.	60	LF		
4	New Construction: Outsloped 18-foot-wide rocked road with pit run subgrade, a 2-foot-wide shoulder on the outboard edge; includes two (2) turnouts and five (5) rolling dips.	2,082	LF		
5	26N02: Road reconstruction to an outsloped 18-foot-wide rocked road with 2-foot-wide shoulder on the outboard edge, inboard ditch with one (1) ditch relief culvert installation, eight (8) rolling dips and two (2) turnouts.	2,666	LF		

6	Site 94: 30" round CMP and accompanying culvert section rebuild with installation of RSP, complete in place.	50	LF	\$	\$
7	Site 95: 12.8-foot by 8.3-foot CMP pipe arch (mitered) & accompanying culvert section rebuild with installation of RSP, complete in place.	80	LF		
8	Site 97: 81" by 59" CMP pipe arch (mitered) & accompanying culvert section rebuild with installation of RSP, complete in place.	80	LF		
9	Site 98: 57" by 38" CMP pipe arch, & accompanying culvert section rebuild with installation of RSP and Carsonite culvert markers, complete in place. See pages C10 and C12 in the design plans.	50	LF		
10	Existing BU 91513: The rebuilt Humbug Summit road will be an outsloped 18-foot-wide rocked road with a 2-foot-wide shoulder on each edge and an inboard ditch and with twelve (12) rolling dips.	1,929	LF		
11	Ditch relief culverts: 30 LF each of 18" round CMP	13	each		
12	Trash racks: See page C4, detail 11, in the design plans.	4	each		
13	Erosion control measures sufficient to maintain compliance with all permit requirements.	1	Lump Sum		
14	Signs: all to be installed per Forest Service EM7100-15 Manual, Typ. 14a. Forest Service vertical route markers (FM1-7V) reading "BU 91513" 14b. Carsonite vertical road markers (CRM-375 white), 72" tall with reflector; MUTCD Road Sign W7-1A MUTCD Road Sign W7-39	6 30 1 1	each each each each		

15	Traffic Control	1	Lump Sum		
16	Application for encroachment permit from Butte County	1	Lump Sum		
17	Water truck	1	Lump Sum		
18	Rock: Ensuring adequate supply of all rock and aggregate needed for the project	1	Lump sum		
19	Placing boulders to deny vehicle access to Willow Cr Meadow	1	Lump Sum		
	BASE PROPOSAL PRICE			Sum of above:	
20	Add/Alternate bid item 1: Clearing and grubbing	1	Lump Sum		
	ALTERNATE PROPOSAL PRICE 1			From above plus item 20:	
21	Add/Alternate bid item 2: Decommissioning of "old" BU91513	2,069	LF		
	ALTERNATE PROPOSAL PRICE			From above plus items 20 and 21: \$	

Total Amount (written in words)

Authorized Contractor Signature

Date

Contractor's Designated Representative

Address

Telephone Number:

Cellphone Number:

Experience

List **at least three (3) road and/or bridge** construction projects that you recently completed (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 the Lassen National Forest and/or Butte County Public Works. 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 6 – NON-COLLUSION AFFIDAVIT

(must be included in sealed bid)

TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID

To: Butte County Resource Conservation District

_____deposes and says that they are
_____ (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 with 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 statements contained in the bid are true and further,
that the bidder has not directly or indirectly submitted their bid price or any breakdown thereof,
or the contents thereof, or 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 _____

END OF SECTION

SECTION 7- FIRE PLAN ACKNOWLEDGEMENT

(Must be included in sealed bid)

FIRE PLAN

See Attached Fire Plan

By signing below, the undersigned acknowledges receipt and review of the Fire Plan and affirms they understand and accept the duties, limitations, and requirements set forth herein, and agree to perform all activities in accordance with applicable laws, regulations, permits, and policies.

X

Signature

Date

END OF SECTION

SECTION 8 - BID BOND

Bidders must submit with their Bids either a cashier's check or certified check from a responsible bank in the United States, or a bidder's bond executed by an admitted surety insurer. The amount of the security shall be not less than ten percent (10%) of amount of the total Bid Price indicated on the bid worksheet, payable to "Butte County Resource Conservation District". BCRCDD will reject as nonresponsive any Bid submitted without the necessary Bid Security.

SECTION 9 - PERFORMANCE BOND

Within 10 days of BCRCD's issuance of Intent to Award, Contractor shall furnish a Performance Bond in the amount of 100% of the contract price and containing the following language:

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 "Humbug Road Realignment Project", in the said Butte County, in accordance with and consisting of the specifications prepared by BCRCD, 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 RCD of Butte County, 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, their 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 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, Project 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 "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.

SIGNED AND SEALED THIS _____ day of _____, 20____.

Surety Name

Print name of Contractor

By: _____
Signature

By: _____
Attorney-in-Fact

(Notary Acknowledgment Required)

Title of Signer

Title

(SURETY SEAL)

END OF SECTION

SECTION 10 - CONTRACT AGREEMENT

***** For information only – do not fill out. *****

THIS AGREEMENT, entered into as of _____ 202_, 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 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 fourteen (14) calendar days of the Notice of Intent to Award, the successful firm will be authorized by written notice to proceed with the work. The firm shall have no claim against the BCRCD, 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 June 1, 2027, except in cases where Contractor and BCRCD agree in writing that site conditions are not yet acceptable for work to begin; and Contractor will diligently prosecute the work to final completion. The site may remain wet or snowy into June; Contractor is responsible for checking site and access conditions prior to mobilization. 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 completed by August 15, 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 August 15, 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 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. 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.

BCRCD 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, BCRCD 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 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 Bidders; (3) the Instructions to Firms; (4) the Construction Specifications text, (5) the Design Plans.

CONTRACT AGREEMENT CERTIFICATION

BCRCD

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Contractor

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

END OF SECTION

SECTION 11 – GENERAL CONDITIONS

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 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.4 Bidder - Any person, firm or corporation, licensed in the State of California, submitting a bid for the work.
- 1.5 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 their Surety in accordance with the Contract Documents.
- 1.6 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 protect, enhance, and support Butte County natural resources and agriculture by working with willing land owners and citizens through education, land management, and on-the-ground projects.”
- 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 BCRCD to Contractor, signed by the BCRCD, Project Engineer and Contractor 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 Change Order or Field Order 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 Design Engineer - The person licensed by the State of California (in this case, American Engineering) who is fully responsible for the Design Plans which are attached as Appendix B.
- 1.16 Design Plans - The engineer-stamped drawings which form the basis of the project, attached here as Appendix B.
- 1.17 Drawings - The drawings and/or plans which show the character and scope of work to be performed, and which have been prepared or approved by the Design Engineer and are referred to in the Contract Documents.
- 1.18 Field Order - A written order issued by the Project Manager which clarifies or interprets the Contract Documents, for example in cases where field conditions are discovered to be different than expected in a way that prevents the Contract Documents to be implemented to the letter.

- 1.19 Furnish - To “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.”
- 1.20 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.
- 1.21 General Requirements - The General Requirements are contained in Construction Specifications of the “Humboldt Road Realignment Project” in these Contract Documents. The General Requirements are the administrative functions which the Contractor is bound to perform by the Contract.
- 1.22 Inspector - An authorized representative of the BCRCD, BCPW, RAR, or USFS who is assigned to make a detailed inspection of any or all portions of the work or materials thereof.
- 1.23 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.”
- 1.24 Instructions to Bidders - That part of the Bidding Requirements which contain the format of the bid, and the availability of the Contract Documents.
- 1.25 Notice of Award - The written notification to the Contractor from the BCRCD of BCRCD’s intent to execute the Contract.
- 1.26 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.
- 1.27 Notice to Proceed - The written notice given by the BCRCD to Contractor fixing the date on which Contractor shall start to perform their obligation under the Contract Documents.
- 1.28 O.P.C.I. – “Owner” (in this case, BCRCD) purchased/Contractor receives, stores, and installs.
- 1.29 Per - In accordance with or in compliance with.
- 1.30 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.

- 1.31 Project - The entire work to be performed as provided in the Contract Documents.
- 1.32 Project Engineer - The Project Engineer ensures the contractor builds the project to specifications, has inspectors regularly on site, and develops and stamps the as-built drawings. In this case, the project engineer will be Rolls, Anderson, Rolls.
- 1.33 Project Manager - The BCRCD, or authorized representative of the BCRCD.
- 1.34 Project Work Schedule - A diagram showing proposed times of starting and completing various elements of the work.
- 1.35 Property Owner - The work to be done is entirely on Lassen National Forest land. However, since the finished road will be co-maintained by Butte County Public Works and Lassen National Forest, both are considered property owners in the sense (entity with final right of construction quality approval) used throughout these contract documents.
- 1.36 Proposal – The Bid.
- 1.37 Provide - “To furnish and install, complete and ready for the intended use.”
- 1.38 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.
- 1.39 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.
- 1.40 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.
- 1.41 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.
- 1.42 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.
- 1.43 Substantial Completion, Date of - The date as certified by the BCRCD in a Notice of Completion pursuant to paragraph 14.9 of these General Conditions.

1.44 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.

1.45 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.

2.3 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 they have familiarized themselves with, and assumes full responsibility for having familiarized themselves 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 they have correlated their study and observations with the requirements of the Contract Documents.

2.4.2 Contractor also represents that they have familiarized themselves with all surveys and investigation reports of surface and latent physical conditions and that they have 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 date assigned in the Notice to Proceed.

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. They shall at once report in writing to the Project Manager any conflict, error or discrepancy which they 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 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 1.12, the Contract Documents comprise the entire contract between BCRCD and Contractor. They may be altered only by a change order or field order, as defined in these Conditions.

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, they 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 they find 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 4.2.1 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.

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, 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 "Butte County Resource Conservation District" 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.

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.

5.4 Responsibility for Damage:

5.4.1 Approval of the Contractor's insurance by the BCRCD 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 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 indemnify and save harmless BCRCD, its elected officials, officers and employees, as well as the Project 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 person 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 their best skill and attention. They shall have sole responsibility for the means, methods, techniques, sequences, procedures of construction, and for coordinating all portions of their 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 their 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 (email is acceptable), when they desire to change their representative. They shall provide all necessary information regarding their 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 their 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 foreperson 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 their 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 their own and subcontractors' forces; 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.

6.3 Labor, Materials and Equipment:

6.3.1 Contractor shall provide competent, suitable qualified personnel to 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. They shall not employ on the work any unfit person or anyone not skilled in the task assigned to them.

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

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.

6.5 Subcontractors:

6.5.1 Contractor shall investigate and assure themselves 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 person proposed by Contractor, Contractor shall propose an acceptable substitute. Contractor shall be fully responsible for all acts and omissions of their 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 they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between the BCRCD or Project 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 or Project 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 Project 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.

6.5.5 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 Project 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 Project Engineer, their 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.

6.8 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 they observe such variance, they shall give the Project Manager and Project 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 Project Engineer, they 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 them 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 their equipment, the storage of materials and equipment and the operations of their workcrew 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 they subject any part of the work to stresses or pressure that will endanger it.

6.12 Safety and Protection:

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

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, pavements, roadway, watercourses, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.12.1.4 The Contractor represents that they have read and are 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 at any area within the limits of construction; and accepts the outcome of any such inspections. Contractor assumes exclusive responsibility for, and agrees to defend, indemnify and hold harmless the BCRCD, Project Manager, Project 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. They shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. They shall notify BCRCD 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 Contractor's 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 their 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.

6.14 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 they 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. They shall leave the site clean and ready for use by the U.S. Forest Service, Butte County Public Works, and the public. 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 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 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 at least until June 30, 2031. 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.

ARTICLE 7 - WORK BY OTHERS

7.1 BCRCD may perform additional work related to the project or it may award other direct contracts. 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. Contractor shall properly connect and coordinate their work with the work of others. 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 Project Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to report as such shall constitute an acceptance of the other work as fit and proper for the relationship of their work, except as to defects and deficiencies which may appear in the other work after the execution of Contractor's work.

7.3 Contractor shall do all cutting, fitting, and patching of their 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 single individual as Project Manager 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 District Manager and Board. BCRCD may from time to time designate assistants or delegates, in writing, who are authorized to act on the Project Manager's behalf.

8.3.2 The Project Manager will be the BCRCD's sole authorized representative for the project. All correspondence to Project 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, 641 Entler Ave, Ste. 47, Chico, CA 95928.

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.

8.6.3 Claim documentation shall conform to generally accepted auditing standards and shall be in the following format: 1. General Introduction 2. General Background 3. Issues a) Index of Issues b) For each Issue 1) Background 2) Chronology 3) Contractor's Position (reason for BCRCD potential liability) 4) Supporting Documentation of Merit 5) Supporting Documentation of Damages 4. Critical Path Method Schedules, As-Planned and As-Built 5. Productivity Exhibits 6. Summary of Issues and Damages

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 Board of Directors, BCRCD District Manager, BCRCD Counsel, the Project 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 and 8.5 prior to filing suit which names the BCRCD Project Manager or any officer, employee, agent or affiliate thereof.

ARTICLE 9 - PROJECT ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Visits to Site:

9.1.1 The Project Engineer (and his representatives) will visit the site regularly to evaluate the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. However, the Project 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, the Project 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 Project Manager 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.

9.1.3 In cases of emergency the Project Manager may give directions to the Contractor, their authorized representative, or if neither are available, to the superintendent or foreperson in

charge of the particular work concerning which directions are given. Such directions will be confirmed in writing by the Project Manager.

9.3 Rejecting Defective Work:

9.3.1 Project 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). Project Engineer will also have authority to recommend to the Project Manager that they require special inspection or testing of the work, whether or not the work is fabricated, installed or completed.

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 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 Project Engineer and approved by the BCRCD. 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 Contractor 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. Payment cannot be made until the official written change order process is completed.

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.

10.7 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.

10.8 **Increased or decreased quantities:** Increases or decreases in the quantity of a Contract item of work will be determined by comparing the total pay quantity of such item of work with the quantity shown in the Proposal for the same item of work. If the total pay quantity of any item of work required under the Contract varies from the Proposal quantity therefor by 25 percent or less, payment will be made for the quantity of work performed at the Contract unit price.

If the total pay quantity of any item of work required under the Contract varies from the Proposal quantity therefor by more than 25 percent, in the absence of an executed Contract Change Order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with sections 10.8-10.8.3.

10.8.1 INCREASE OF MORE THAN 25 PERCENT

Should the total pay quantity of any item of work under the Contract exceed the Proposal quantity by more than 25 percent, the work in excess of 125 percent of the Proposal quantity (if not covered by an executed Contract Change Order specifying the compensation) will be paid for by adjusting the Contract unit price, or at the option of the Engineer, payment for the work involved in such excess will be made on the basis of Force Account.

The Contractor's fixed costs which have been distributed over the Proposal quantity will be deemed to have been recovered by the Contractor from the payments made for 125 percent of the Proposal quantity, and will be excluded from the adjusted unit price.

10.8.2 DECREASES OF MORE THAN 25 PERCENT

Should the total pay quantity of any item of work under the Contract be less than 75 percent of the Proposal quantity, the quantity performed (unless covered by an executed Contract Change Order specifying the compensation) will be paid for by adjusting the Contract unit price, or at the option of the Project Engineer, payment for the quantity of the work of such item performed will be made on the basis of Force Account. The Contractor's fixed costs which have been distributed over the Proposal quantity will be redistributed over the pay quantity in determining the adjusted unit price. The total payment for the final quantity of such item of work

will in no case exceed the payment which would be made for the performance of 75 percent of the Proposal quantity at the original Contract unit price.

10.8.3 DELETED ITEMS

Should any Contract item of work be deleted in its entirety (in the absence of an executed Contract Change Order covering the deletion), payment will be made to the Contractor for actual and direct costs, excluding overhead and profit, incurred prior to the date of notification in writing by the Project Engineer of the deletion, except as provided for costs of handling materials. If acceptable material is ordered by the Contractor for the deleted item prior to the date of notification of the deletion by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor, excluding overhead and profit. In such case, the material paid for shall become the property of the Owner and the cost of any further handling will be paid for as extra work as provided in Article 11. If the material is returnable to the vendor and if the Project Engineer so directs, the material shall be returned and the Contractor will be paid for charges made by the vendor for returning the material, excluding any markup for overhead and profit to the Contractor. The cost of any further handling will be paid for as extra work as provided in Article 11.

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 their expense without change of the Contract Price.

11.1.2 If Contractor wishes to make a claim for an increase to the contract price, they 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 they shall have no right to additional compensation for any claim for which written notice was not filed in strict compliance with these general conditions.

11.2 The cost or credit to the BCRCDD 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 \$2,000, an additional 10% for overhead and 5% for profit may be added; 2. For changes in excess of \$2,000, the sums in excess of \$2,000 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 their fee for coordinating and implementing such changed work by the subcontractor; 4. Overhead includes, but is not limited to, 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" and "Materials" except where agreement has been

reached to pay in accordance with Section 11.3.4 "Work Performed by Special Forces or Other Special Services."

11.3.2 To the total direct costs computed as provided in Sections "Labor" and "Materials," 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" and "Materials." The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefor.

11.3.4 Work Performed by Special Forces or Other Special Services: 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 such work. No additional payment therefore will be made by the BCRCD 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 workcrew (including foreperson 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 workcrew for health and welfare, pension, vacation, and similar purposes.

11.3.4.3 Labor Surcharge - To the actual wages as defined in Section 11.3.4.2 will be added a labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge & Equipment Rental Rate Book, 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 11.3.4.2 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 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:

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.

11.4 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.

11.5 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.

11.6 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.

11.7 Cash Allowances - NOT APPLICABLE

11.8 All parties agree that the following form shall be used for all change orders:

Contract Change Order Form

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, have given careful consideration to the change proposed and hereby agree to do the work above specified and will accept as full payment therefore the prices shown above.

Contractor: _____ Date: _____

Title: _____

RECOMMENDED FOR APPROVAL:

Project Manager: _____ Date: _____

Continues on next page

APPROVED BY:

District Manager: _____ Date: _____

Contract Change Order No: _____

Project: _____

Date: _____

The Contract is changed as follows:

CCO#	COR#	Description		Amount
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Total Change Order No: _____	ADD	\$

The Original Contract Sum:	\$
Net Change by previously authorized Change Orders:	\$
The Contract Sum prior to Change Order:	\$
The Contract Sum will be increased in the amount of:	\$
The New Contract Sum including the Change Order will be:	\$
The Contract Time will be extended:	days

End of Contract Change Order Form

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 Humbug Road Realignment Project could 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, by execution of the Agreement, the Contractor acknowledges that they understand, have ascertained, and agrees that they 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 (i.e., August 15, 2027), 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 paid as such, 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 one thousand dollars and no/cents (\$1,000.00) 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 BCRCD 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 paragraphs 8.4-8.6.

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 required, such as in Paragraph 14.6.1 and/or 13.2.

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 Project Engineer, Project Manager or BCRCD and the costs be paid by BCRCD unless otherwise specified.

13.2.2 Contractor shall give Project Manager 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, be uncovered for observation, and such uncovering and replacement shall be at Contractor's expense.

13.2.3 Neither observations by Project Manager nor inspections, tests or approvals shall relieve Contractor from their 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 their 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 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.

13.5 BCRCD May Stop the Work

13.5.1 If the work is defective, or Contractor fails to supply sufficient skilled workcrew 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 will require the Contractor, prior to approval of lump sum 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 Project 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 their correction, removal, or replacement of their 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 the 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 is described in the General Requirements. No progress payment will be made until after the Schedule has been updated as of the date of application for payment. Activity cost data will be incorporated into the form of Application for Payment furnished by the BCRCD.

14.2 Application for Payment:

14.2.1 Once work is complete 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 BCRCD.

14.2.2 Contractor will not be paid for Application for Payment until work quality is evaluated and approved by the Project Manager and Property Owner.

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 will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed application for payment. Applications for payment may be sent electronically to wolfy@bccrd.org. Failure to use the address exactly as provided above may result in return of the application for payment or payment request to the Contractor. All applications for payment must be approved by the BCRCD Project Manager. Payment shall be deemed complete upon deposit of the payment.

- Application for payment must be submitted within 10 days following performance of work.
- Payments shall be made by BCRCD to Contractor within thirty (30) calendar days.

14.4.1.1 The application for payment shall contain the following information:

- i. The words "APPLICATION FOR PAYMENT" shall appear in a prominent location at the top of the page(s);
- ii. Printed name of the Contractor;
- iii. Business address of the Contractor, including P.O. Box or street address, City, State, and Zip Code;
- iv. The date of the application for payment;
- v. The project name; and
- vi. An itemized account of the work for which the BCRCD is being billed by task;
- vii. The time period covered by the application for payment, i.e., with the terms "from" and "through" [dates];
- viii. A brief description of the work performed;
- ix. The amount due by task. Other costs and charges shall be itemized at full cost supported by complete invoicing and other documentation;
- x. 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 application for payment; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and
- xi. Signature of Contractor

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 them, the BCRCD shall have the right to recover the balance from the Contractor or their 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 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 their 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 shall be completed or corrected, said time to be within the contract time.

14.5.2 Contractor shall have seven (7) days after receipt of the provisional certificate during which they 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.

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 BCRCDD 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 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.

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 BCRCDD, 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 Property Owner will make a final review of completeness, 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 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. Contractor 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 BCRCDD might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety to final payment. If any subcontractor, material person, 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 BCRCDD against any lien, stop notice, or any other loss or liability. This payment is made pursuant to paragraph 14.11.

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 is satisfied that the work has been fully and satisfactorily completed and that Contractor has fulfilled all their obligations under the Contract Documents, Project Manager will file a Notice of Completion and, within fifteen (15) 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 their obligations under the Contract Documents, Project Manager will, within fifteen (15) days after receipt of the final Application for Payment, indicate in writing their 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 their sole discretion they deem 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 person, 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 their 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

4.12.1 If the BCRCD 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 their 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 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

15.1.1 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 their 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 they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for Contractor or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if they fail to supply sufficient skilled workcrew or suitable materials or equipment, or if they fail to make prompt payments to subcontractors or for labor, materials or equipment or if they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of Project Manager, or if they otherwise violate 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 the party 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 Project Manager 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 their person, property, any of their employees or agents, or others for whose acts they are legally liable because of any error, omission or act, 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

The Contractor shall maintain policies of employment as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

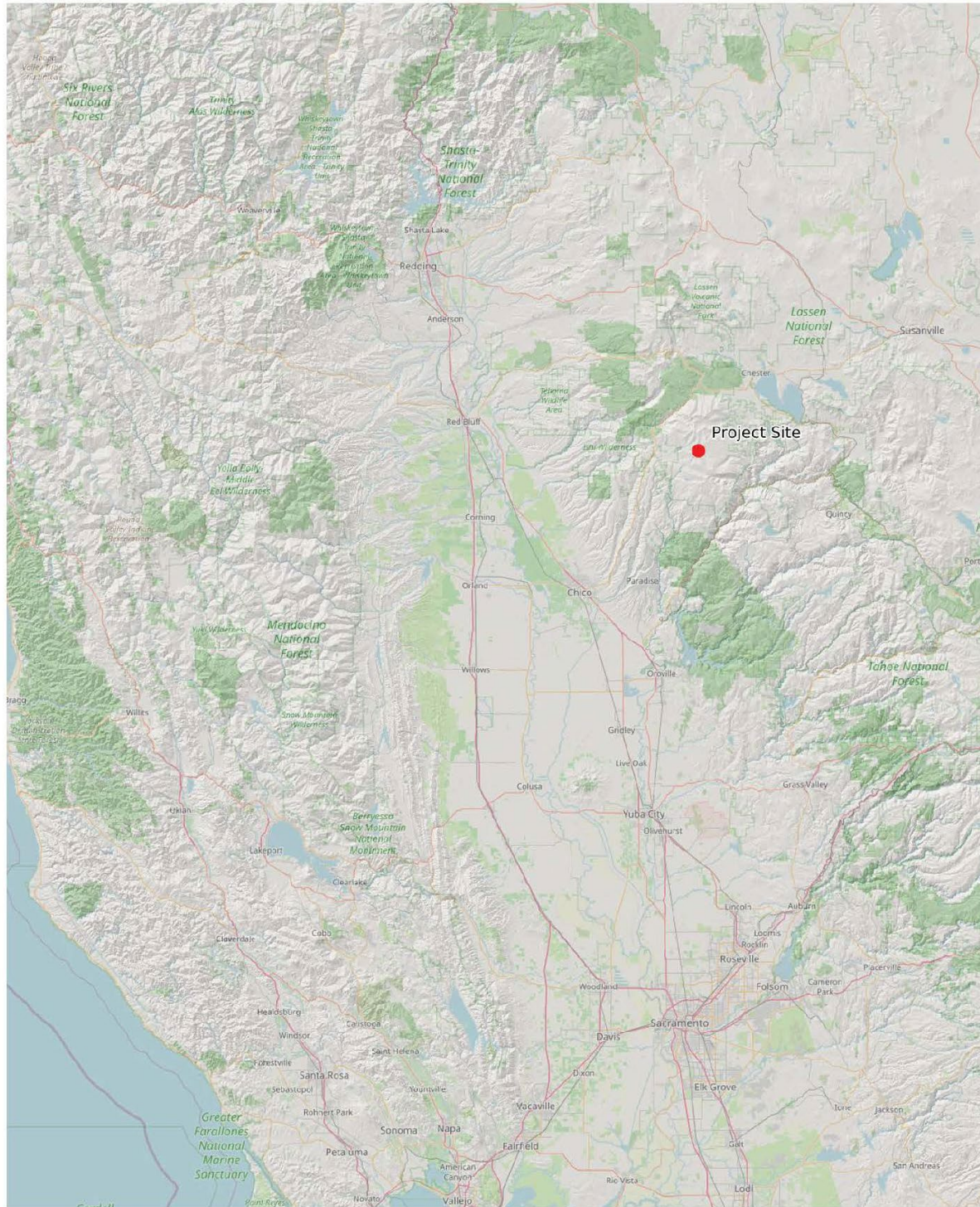
The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

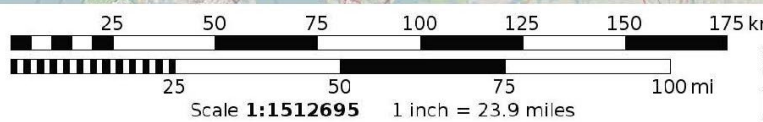
(9) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

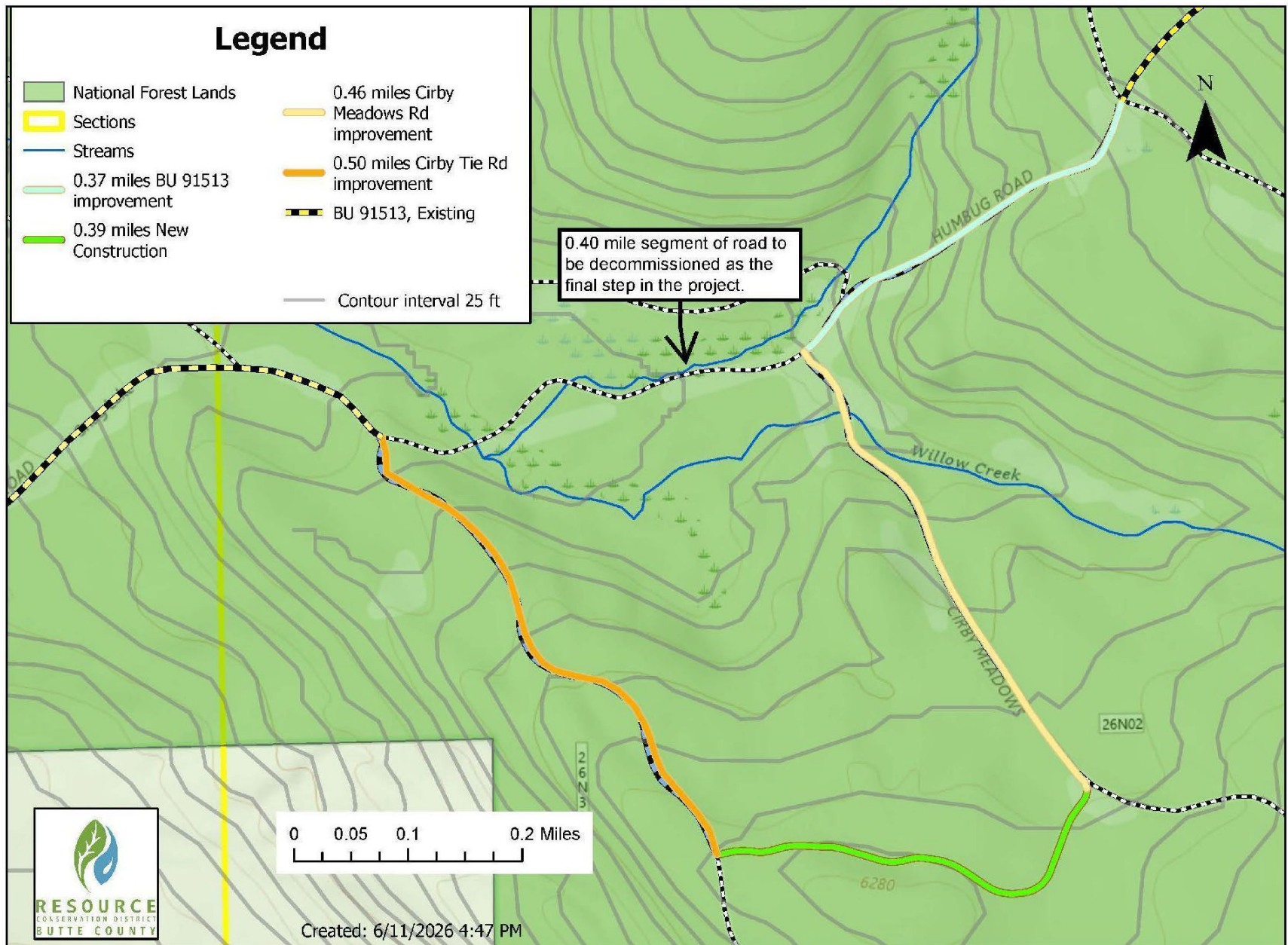
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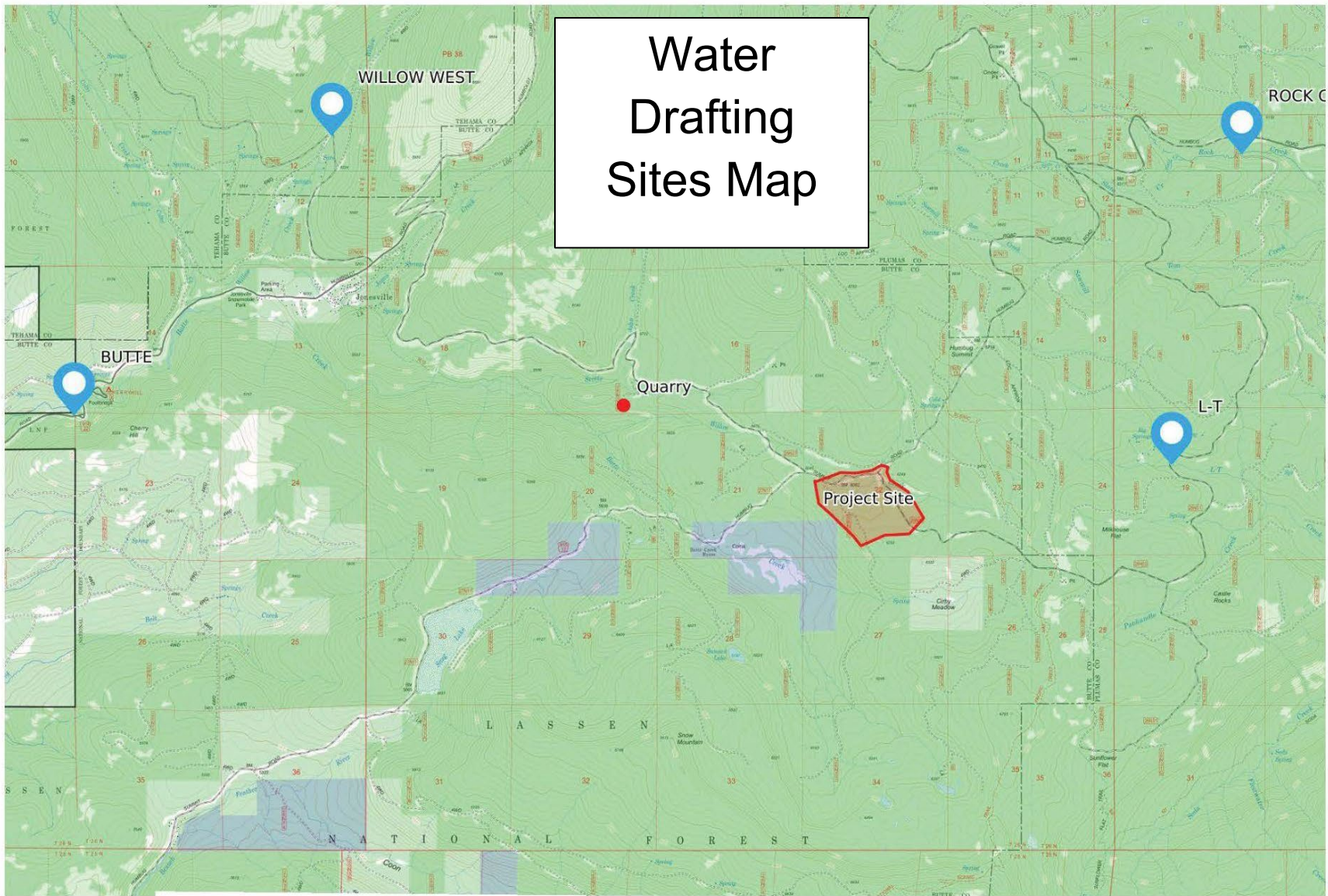
Appendix A - MAPS



Mercator Projection
WGS84
UTM Zones 10S-10T
 **CALTOPO**







Mercator Projection
WGS84
UTM Zone 10T
CALTPOPO

Scale 1:57972 1 inch = 4831 feet



MN 13.1°

Appendix B – DESIGN PLANS

Google Drive Link:

<https://drive.google.com/file/d/1Sxmxns48bB8-8YulahmQQeICPl2H7mKi/view?usp=sharing>

Appendix C – FIRE PLAN

FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS

08/02/2012

1. **SCOPE:**

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

2. **RESPONSIBILITIES:**

A. Contractor

(1) Shall abide by the requirements of this Fire Plan.

(2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.

(3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.

(4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of agency employees responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. **DEFINITIONS:**

The following definitions shall apply:

Active Landing: A location the contractor may be skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head, i.e., full rotation lateral tilt head.

Mechanical Operations: The process of felling, skidding, chipping, shredding, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimbers, skidders, dozers etc.

4. **TOOLS AND EQUIPMENT:**

The Contractor shall comply with the following requirements during the fire precautionary period, as defined by unit administering contracts:

E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local

administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.

F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Telephone Number
Dispatch Center	SIFC	5th and Cedar Susanville, CA	530-375-5575
Nearest FS Station	Almanor Ranger Stn	900 Hwy 36 E Chester, CA	530-258-2141
COR	Todd Orange	2550 Riverside Drive, Susanville, CA	530-388-8265
District Ranger	Russell Nickerson	900 Hwy36 E Chester, CA	530-258-2141

When reporting a fire, provide the following information:

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions.
- **This contract ☒ requires, ☐ does not require, Section 5G of the Fire Plan.**

G. **Communications:** Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and Forest Service via commercial or Forest Service telephone.

- **This contract ☒ requires, ☐ does not require, Section 5H of the Fire Plan.**

H. **Fire Patrolperson:** Contractor shall furnish a qualified fire patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the Forest Service as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects. No patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

The Fire Precautionary Period is set by the State of California which is April 1 through December 1 of any year.

- **This contract ☒ requires, ☐ does not require, a Fire Box and associated Fire Tools according to CPRC Section 4428.**

A. Fire Tools and Equipment: Contractor shall meet minimum requirements of Section 4428 of the California Public Resources Code (C.P.R.C.). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate

power source. All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

Trucks, tractors, skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

Where cable yarding is used, Contractor shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump within 25 feet of each tail and corner block.

B. Fire Extinguishers: Contractor shall equip each internal combustion yarder, fuel truck, and loader with a fire extinguisher for oil and grease fires (4-A:60-B:C).

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

All Fire Extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot saws, stroke delimber, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

C. Spark Arresters and Mufflers: Contractor shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the. National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws: Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

- **This contract ☒ requires, ☐ does not require, Section 4E of the Fire Plan.**

E. Tank Truck or Trailer: Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific contract requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tank over roads serving Contract Area. Tank truck or trailer shall be equipped with the following:

- (1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

Temp	Sea Level	1000 Feet	2000 Feet	3000 Feet	4000 Feet	5000 Feet	6000 Feet	7000 Feet	8000 Feet	9000 Feet	10000 Feet
55	179 23	174 23	169 23	165 22	161 22	157 22	153 22	150 21	146 21	142 21	139 21

70	175	23	171	23	16	22	162	22	15	22	15	22	15	21	14	21	14	21	13	21	13	20
				6					8		4		0		7		3		9		6	
85	171	23	168	23	16	22	159	22	15	22	15	21	14	21	14	21	14	21	13	20	13	20
				3					5		1		7		4		0		6		3	
100	168	23	164	23	15	22	155	22	15	22	14	21	14	21	14	21	13	20	13	20	13	20
				9					2		8		4		1		7		3		1	
	PSI	G	PSI	G	PS	G	PSI	G	PS	G	PS	G	PS	G	PS	G	PS	G	PS	G	PS	G
		P		P	I	P		M	I	M	I	M	I	M	I	M	I	M	I	M	I	M
		M		M		M																

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

- (2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
- (3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in Section 6.

F. Compressed Air Foam System: A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section 4 B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Section 6.

5. **GENERAL**

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the CO may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.

The Contractor shall, prior to commencing work, furnish the following information relating to key personnel:

<u>Title</u>	<u>Name</u>	<u>Telephone Number</u>
<u>Fire Supervisor</u>		
<u>Fire Patrolperson</u>		

- I. **Clearing of Fuels:** Contractor shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks shall be located in the center of an area cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

6. **EMERGENCY PRECAUTIONS**

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map Legend on Integrated Resource Service Contracts (IRSC's), and other contracts where applicable.

Fire Danger Rating Area/Fire Weather Station for Project

Humbug RAWs

The Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will

determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Phone Number or Website to obtain Predicted

530-257-9553

Activity Levels:

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum requirements noted above in Sections 4 and 5.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
Ev	1. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: a) A tractor with a blade or other equipment capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. 3. All other conventional Mechanical Operations are permitted until 1:00 PM. 4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are: ● Rubber Tire Skidding ● Chipping on Landings ● Helicopter Yarding ● Fire Salvage When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).
E	The following activities may operate all day: 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.

This Project utilizes "The Project Activity Level" (PAL), an industrial operation's fire precaution system. The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire

Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station.

Project Activity Level Climatology

Station/SIG/Unit:	CHESTER				Years Analyzed:		1972 - 2005	Data
	A	B	C	D	Ev	E	Days	
	Expected Days per Month at each PAL							
Month	Level						Analyzed	Check
January	28.2	2.5	0.3	0.1	0.0	0.0	441	31
February	23.5	4.2	0.3	0.0	0.0	0.0	415	28
March	22.2	8.2	0.6	0.0	0.0	0.0	442	31
April	13.3	8.9	6.7	1.1	0.0	0.0	477	30
May	8.8	8.7	9.7	2.6	1.1	0.1	764	31
June	4.1	6.8	11.5	4.4	3.2	0.1	985	30
July	0.5	3.2	12.5	7.7	6.9	0.2	1032	31
August	0.9	3.0	11.5	7.7	6.8	1.0	1009	31
September	2.7	5.1	12.3	5.5	4.3	0.2	974	30
October	5.4	8.0	14.8	1.8	1.0	0.0	807	31
TOTAL # DAYS DURING "WORKING OPERATING SEASON"								
November	17.6	8.9	3.2	0.2	0.0	0.0	520	30
December	25.8	4.7	0.5	0.0	0.0	0.0	486	31
TOTAL DAYS ANALYZED							8,352	

[Do not fill out as part of your bid: For information only]

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____

Contract Number: _____

Contractor Name: _____

Request #__, for period: _____

Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Contractual considerations:	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Contractors past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Contractors proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	

Proposed Actions:

Description of Mitigation Measures:

Remarks:

Fire Management Officer Concurrence

Date

Line Officer Approval

Date

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. Unless extended, the approval remains in effect for ten (10) calendar days unless cancelled sooner or extended by the Forest Service for an additional ten (10) days. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

Contracting Officer

Date

Contractor Representative

Date

Appendix D – Supplemental Traffic Control Specifications

156 - Public Traffic

156.00_National_2_5_2019

Description

156.01 This work consists of controlling and protecting public traffic adjacent to and within the project.

Material

156.02 Conform to the MUTCD and the following Sections and Subsections:

Permanent Traffic Control	633
Traffic Signing and Marking	718
Material	
Concrete Barriers and Precast	618
Guardwalls	
Temporary plastic fence	710.11

Construction Requirements

156.03 General. Accommodate traffic according to MUTCD, approved traffic control plan and this section. Perform work in a manner that ensures safety and convenience of the public. Unless otherwise provided for in Table 156-1, keep existing roads open to all traffic during road improvement work, and maintain them in a condition that will adequately accommodate traffic. Delays may not exceed 20 minutes at any one time followed by an open period of no less than 5 minutes. Accommodate public traffic on roads adjacent to and within the project until the project is accepted.

Submit traffic control plan at least 30 days prior to intended use. Perform no work that interferes or conflicts with traffic or existing access to the roadway surface until a traffic control plan has been approved.

Post construction signs and traffic control devices in conformance with MUTCD and Forest Service EM 7100-15. All required signs will be in place and approved prior to beginning work on project.

If the Contractor agrees in writing to allow public traffic to use a new road being constructed prior to completion, it will be considered an existing road for traffic control purposes.

156.04 Temporary Traffic Control. Install and maintain temporary traffic control devices adjacent to and within the project as required by the approved traffic control plan and the MUTCD. Install and maintain traffic control devices as follows:

- (a) Furnish and install traffic control devices before the start of construction operations.
- (b) All detours outside of clearing limits will be approved in writing by the Contracting Officer as part of the traffic control plan.
- (c) Install only those traffic control devices needed for each stage or phase.

- (d) Relocate temporary traffic control devices as necessary.
- (e) Remove devices that no longer apply to the existing conditions.
- (f) Immediately replace any device that is lost, stolen, destroyed, or inoperative.
- (g) Keep temporary traffic control devices clean.
- (h) Remove all temporary traffic control devices upon contract completion or when approved.
- (i) When required, use flaggers certified by the American Traffic Safety Services Association, the National Safety Council, the International Municipal Signal Association, a state agency, or other acceptable organization. Perform the work described under MUTCD Part 6. Use type III, VII, VIII, or IX retroreflective sheeting on flagger paddles. Do not use flags. Flaggers must wear high visibility safety apparel as required by MUTCD 6E.02.

156.05 Temporary Closures. Table 156-1 is a sample table you may use to show the road closures you would request as part of the project. Submit this table as part of your Traffic Control Plan (submitted after award). The maximum consecutive days of closure shall be followed by a minimum number of consecutive days open to traffic as shown. Maintain traffic control devices during closure period(s). Appropriate barricades and signs will be erected and maintained as shown in the traffic control plan or as otherwise designated.

During construction, temporary road closure requests based on the below table will be submitted to Lassen NF Civil Engineer Todd Orange, todd.orange@usda.gov. We anticipate that a closure of not more than a few hours would be needed with a small detour.

Road Number	From Terminus	To Terminus	Maximum Consecutive Days of Closure	Minimum Consecutive Days Open
<number>	<MP or description>	<MP or description>	<number>	<number>

APPENDIX E: CONTRACTOR QUALIFICATIONS FORM

Example projects should each have a contract dollar amount of at least \$150,000, and at least one with a contract dollar amount of at least \$1,000,000. Please use the following **Contractor Qualifications Form** to submit 3 example projects, or attach the information presented in a similar format. Provide additional project examples, as necessary, to demonstrate the different skills. All example projects should be similar in nature of the rural setting to this Project.

PROJECT QUALIFICATIONS FORM

Please provide the information requested below regarding three similar projects previously completed by the **Bidder**. List road upgrading projects or road construction projects located in rural or wildland setting, refer to road construction experience items 1-11 listed above. Clients and Construction Managers may be contacted for verification.

1. Project Name: _____
Location: _____
Client: _____ Contact name: _____ Phone No.: _____
Prime Contractor: _____ License No.: _____
Construction or Project Mgr. Name: _____ Phone No.: _____
Road Length Treated: _____ Road Width(s): _____
Total Construction Cost: _____ Total Change Order Amount: _____
Original No. of Days to Complete: _____ Actual No. of Days to Complete: _____
Number of Stop Notices filed by subcontractors or suppliers: _____
Scope of work performed: *(Include references to construction project experience items 1-11 listed above where applicable)*

2. Project Name: _____
Location: _____
Client: _____ Contact name: _____ Phone No.: _____
Prime Contractor: _____ License No.: _____
Construction or Project Mgr. Name: _____ Phone No.: _____
Road Length Treated: _____ Road Width(s): _____
Total Construction Cost: _____ Total Change Order Amount: _____
Original No. of Days to Complete: _____ Actual No. of Days to Complete: _____
Number of Stop Notices filed by subcontractors or suppliers: _____
Scope of work performed: *(Include references to construction experience items 1-11 listed above where applicable)*

3. Project Name: _____
Location: _____
Client: _____ Contact name: _____ Phone No.: _____
Prime Contractor: _____ License No.: _____
Construction or Project Mgr. Name: _____ Phone No.: _____
Road Length Treated: _____ Road Width(s): _____
Total Construction Cost: _____ Total Change Order Amount: _____
Original No. of Days to Complete: _____ Actual No. of Days to Complete: _____
Number of Stop Notices filed by subcontractors or suppliers: _____
Scope of work performed: *(Include references to construction experience items 1-11 listed above where applicable)*