

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS
INSTRUCTION TO BIDDERS AND
CONTRACT DOCUMENTS

For
Buena Vista 2 Wetland Enhancement Project

FOR USE IN CONNECTION WITH:

PROJECT PLANS/SPECIFICATIONS DATED June 25, 2021

(PREVAILING WAGE PROJECT)

THE FUNDS FOR THIS PROJECT ARE PROVIDED BY MITIGATION FUNDS

BIDS OPEN: 10:00 am ON July 21, 2021

PROJECT LOCATION: Ellicott Slough National Wildlife Refuge, 1100 Fiesta Way,
Watsonville, CA 95076

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

NOTICE TO CONTRACTORS

1. Sealed proposals for the work shown on the plans entitled:

Buena Vista Amphibian Resiliency Planning

CONTRACT NO. 2021-CON-02

will be received at the office of the Resource Conservation District of Santa Cruz County (the "RCDSCC") 820 Bay Avenue, Suite 136, Capitola, CA 95010, until 10:00am on July 21, 2021, at which time they will be publicly opened and read at the above address.

2. General Description:

GENERAL PROJECT DESCRIPTION: This project is part of a larger effort to address locally degraded wetlands for enhanced wetland function and amphibian recovery and improve landscape resilience to climate change and restore flood capacity. The project will improve approximately ~0.42 –acres of wetland extending the hydroperiod to allow successful breeding, movement, nesting, and foraging for a wide variety of wildlife species and is crucial for recovery of the Santa Cruz long-toed salamander (SCLTS).

FUNDING AGENCY: Private Mitigation Funds

LANDOWNER NAME: California Department of Fish and Wildlife

PROJECT LOCATION: 1100 Fiesta Way, Watsonville, CA 95076

SPECIAL GRANT REQUIREMENTS OR DEADLINES:

3. NOTICE OF GRANT FUNDING: BIDDERS ARE NOTIFIED THAT THIS PROJECT IS FUNDED BY PRIVATE MITIGATION FUNDS (THE FUNDING AGENCY) AND THAT THIS IS A MITIGATION-FUNDED PROJECT. THE RCDSCC WILL NOT PAY THE CONTRACTOR UNTIL FUNDS ARE RECEIVED FROM THE FUNDING AGENCY, WHICH IS NORMALLY BETWEEN 60 TO 120 DAYS FROM AN APPROVED PAY REQUEST. FOR EACH PAY REQUEST, THE CONTRACTOR WILL BE REQUIRED TO COMPLETE FORMS AS REQUIRED BY THE FUNDING AGENCY.

4. A non- mandatory pre-bid meeting is scheduled at 1pm on Friday, July 9, 2021 at located at 1100 Fiesta Way, Watsonville, CA 95076. ~~Bids will not be considered from Contractors who are not represented at the meeting.~~

5. The RCDSCC or the Landowner will obtain all necessary permits for the work, except as expressly noted in the Special Conditions. The contract will not be awarded until all funding and permits have been issued and are in possession of the RCDSCC.

6. The Contractor's bid shall remain valid for a period of 90 days.

7. Bids are required for the entire work described in the Contract Documents,

8. All Bidders are required to submit with their bid, cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of ten percent (10%) of the Total Bid Price and made payable to "Resource Conservation District of Santa Cruz County."

9. At the time this contract is awarded, the Contractor shall possess either a Class A license, other appropriate license classification, or a combination of license classification which constitutes a majority of the work.

~~10. Plans, specifications and proposal forms may be seen and obtained at the office of the RCDSCC, and may be purchased at the following prices:~~

~~————— \$ non-refundable plus \$5.00 postage and handling (if mailed)~~

11. The successful bidder shall furnish certificates of insurance, a payment bond, and a performance bond prior to commencement of work on the project.

12. In making progress payments, RCDSCC will make full payment to Contractor for all invoices that total up to 90% of the total Contract Price, in accordance with the terms of this Agreement. RCDSCC will withhold the final 10% of payments or progress payments until final project completion and RCDSCC's acceptance of the Work performed by Contractor. Pursuant to Public Contract Code Section 22300, Contractor may substitute securities for any monies withheld by a public agency to ensure performance under the Contract.

13. Pursuant to Section 1770 et seq. of the California Labor Code, the Contractor shall be required to pay the general prevailing wage rates as determined by the Director of Industrial Relations of the State of California (DIR). AB 1768 (effective January 1, 2020) amended the definition of "public works" in Labor Code 1720(a) to provide that prevailing wages must be paid not only on construction work but on "*work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted...*" Prevailing wage rates can be found at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

14. Pursuant to Section 1725.5 of the California Labor Code, all Contractors and their Subcontractors MUST be registered with the DIR prior to bidding on this contract, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

15. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

16. If federal funds are involved in the project, contractor shall comply with applicable provisions of Davis-Bacon Act as more fully set forth in the contract documents.

15. No bid will be considered unless it is made on the forms furnished by the RCDSCC and is made in accordance with the provisions herein.

16. The RCDSCC reserves the right to reject any or all bids, or to waive any irregularity in any bid.

INSTRUCTIONS TO BIDDERS

1. GENERAL. Bids shall include:

A) Bids shall be made on the forms included with these documents. All items on the forms must be filled out; numbers must be stated in figures and signatures of all individuals must be in longhand. The completed forms must be without interlineations, alterations or erasures.

B) All prices or notations must be typed or written in ink. Bids written with pencil will not be accepted. Bidders must verify all quotations before submission, as they cannot be corrected after the bids are opened.

C) All bids must be signed with the firm name and by a responsible officer or employee.

D) All addenda or bulletins issued during the time of bidding are to be included in the bid, and upon execution of a contract they will become a part thereof.

E) A list of Subcontractors must be attached.

F) The required bidder's bond or equivalent cashier's check shall accompany the bid.

G) Completed Non-Collusion Affidavit.

H) Bids may be withdrawn by the bidder prior to, but not after, the time fixed for opening of bids

I) No contractor or subcontractor may submit a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]

J) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

K) Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraphs I and J above, shall be rejected; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), RCDSCC may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

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

2. INTERPRETATION OF DOCUMENTS. Should a bidder find discrepancies and/or omissions in the Contract Documents or should he or she be in doubt as to their meaning, he or she shall at once notify the Project Manager of the RCDSCC and should it be found necessary, a written addendum will be sent to all bidders. The RCDSCC will not be responsible for any oral interpretations or instructions.

3. AWARD AND EXECUTION OF CONTRACT

A contract will not be awarded until project funding is secured and all permits have been issued and are in possession of the RCDSCC

4. INSURANCE, BONDS, COMMENCEMENT OF THE WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The apparent low bidder shall submit certificates of insurance and payment and performance bonds within seven (7) calendar days after bid opening. The Contractor shall begin work within 3 days after award or on the date specified in the Notice to Proceed.

5. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

The Work must be completed within 60 calendar days from the date of the Notice to Proceed.

Each Bidder is advised of the following critical deadlines: [E.G. GRANT FUNDING DEADLINES; REQUIRED COMPLETION DATES, ETC.] September 30, 2021

The Contractor shall pay to the RCDSCC the sum of \$ 1,700 (ONE THOUSAND SEVEN HUNDRED DOLLARS) per day for each and every calendar day's delay in finishing the work in excess of 60 calendar days from the specified date shown on the Notice to Proceed.

BID FORM

TO THE RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: Project Name: _____

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the RCDSCC in the form included in the Contract Documents (contract), to perform and furnish all work as specified or indicated in the Contract Documents for the contract Sum and within the contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Notice Inviting Bids and these including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for [90 Days after the day of Bid opening.]

3. In submitting this Bid, Bidder represents:

(a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder

(b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis regarding the Project and the Site.

(c) Bidder has given the RCDSCC prompt written notice of all conflicts, errors, ambiguities, or discrepancies that he/she has discovered in or among the Contract Documents, and the written resolution thereof through Addenda, issued by the RCDSCC, is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items must be filled in completely.

TASK	DESCRIPTION	Est. Qty	Units	Cost/Unit	TOTAL
1.	Mobilization	1	LS	\$	\$
2.	Temporary Access (Develop and Restore)	1	LS	\$	\$
3.	Fiber Roll	350	LF	\$	\$
4.	Clearing and Grubbing	1	LS	\$	\$
5.	Excavation (includes over-excavation below berms and pond bottom and sorting of materials)	2,585	CY(F)	\$	\$
6.	Soil Off-Haul and Disposal	540	CY(F)	\$	\$
7.	Dewatering	1	LS	\$	\$
8.	Engineered Fill – Pond Liner	140	CY(F)	\$	\$
9.	Engineered Fill –Protection Layer	95	CY(F)	\$	\$
10.	Engineered Fill – Berm (Includes Blending of Material for Berm Construction)	2,030	CY(F)	\$	\$
11.	Subdrain	1	LS	\$	\$
12.	Gabion Rock	50	CY(F)		
Total				TOTAL BID PRICE	\$

NOTES:

1. Quantities shown are approximate only; the Contractor shall be responsible for all work indicated on the Drawings and prescribed in the Specifications.
2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

Total Bid Price:

(Fill out Total Bid Price in Words)

5. Subcontractors for work included in all Bid items are listed on the attached Subcontractor's List.

6. The undersigned Bidder understands that the RCDSCC reserves the right to reject any or all bids received.

7. If the RCD accepts this Bid, the undersigned Bidder shall execute and deliver the Contract Documents, bonds and insurance required herein.

8. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of ten percent (10%) of the Total Bid Price, including alternative(s), and made payable to the "Resource Conservation District of Santa Cruz County."

9. The undersigned Bidder agrees to commence work under the Contract Documents as specified in the Notice to Proceed and to complete all work within the time specified in the Contract Documents. The undersigned Bidder acknowledges that the RCDSCC has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges that the RCDSCC has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

10. The undersigned Bidder agrees that liquidated damages for failure to complete all work in the contract within the time specified shall be as set forth in the Contract Documents.

11. The names of all persons interested in the foregoing Bid as principals are:

NAME OF BIDDER:

Name

Title

Address

Telephone/Fax/e-mail

Licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

DIR Registration number: _____ Expiration Date: _____

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

SUBCONTRACTORS LIST

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License Number	DIR Registration Number & Expiration Date*

Pursuant to Public contract Code Section 4100 et seq, each bidder shall set forth the subcontractors that the Bidder intends to employ if awarded the contract.

*Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. (Bidder to attach additional sheets if necessary)

Signed _____ Date _____
Contractor

BIDDER'S BOND
RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____
_____ as PRINCIPAL, and

as SURETY, are held and firmly bound unto the Resource Conservation District of Santa Cruz County, hereinafter called the RCDSCC, in the penal sum of TEN PERCENT (10%) of THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the RCDSCC for the work described in the Contract Documents, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____ California, on _____, 20__ (day of bid opening).

For: _____ Project.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the RCDSCC, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all cost incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ 20__.

Principal _____

Surety _____

NOTE: Signatures of those executing for the surety must be properly acknowledged. A signed and notarized document showing that the person is authorized to sign on behalf of the bonding company must be attached.

PUBLIC CONTRACT CODE SECTION 7106 AFFIDAVIT

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___[date], at ___[city], ___[state].”

Bidder

CONTRACT BETWEEN
**RESOURCE CONSERVATION DISTRICT
OF SANTA CRUZ COUNTY**

Contract # 2021-CON-02

AND

Click or tap here to enter text.

THIS CONTRACT (“Contract”) is made and entered on this **Click or tap here to enter text.** day of **Click or tap here to enter text.**, **Click or tap here to enter text.**, between the Resource Conservation District of Santa Cruz County ("RCDSCC") and **Click or tap here to enter text.** ("Contractor").

RECITALS

WHEREAS, RCDSCC is a local special district organized under the laws of the State of California. RCDSCC receives operating funds from local taxes, grants, partnerships, and fundraising activities.

WHEREAS, RCDSCC has solicited bids for the following Project:

PROJECT NAME: Buena Vista 2 Wetland Enhancement Project (GaS4)

PROJECT LOCATION: 1100 Fiesta Way, Watsonville, CA 95076 (“Project Site”)

WHEREAS, based on Contractor’s bid, RCDSCC has awarded to Contractor the construction contract for the Project.

WHEREAS, the owner of the Project Site described above (“Landowner”) has granted permission and right of access to RCDSCC and Contractor to perform the Work described in this Contract.

NOW THEREFORE, it is agreed as follows:

1. DUTIES OF CONTRACTOR. Contractor will provide all labor, materials, equipment and other items necessary for the proper execution and completion of the work described in this Contract (the “Work”). Contractor also agrees to perform all additional work which is reasonably necessary to produce the results described in this Contract, to the satisfaction of RCDSCC. This Contract specifically identifies all consideration and payments to be made or given by RCDSCC to Contractor. Any other costs and expenses not specifically identified in this Contract will be borne by Contractor.

2. CONTRACT DOCUMENTS. The Contract Documents consist of the following:

- This Contract, including any and all exhibits, addenda, and amendments.
- [EXHIBIT A] The "Bid Documents (Including the "Notice Inviting Bids," "Instructions

to Bidders," Contractor's completed "Bid Form" and the " Noncollusion Affidavit")

- [EXHIBIT B] Special Conditions
- [EXHIBIT C] Plans and specifications
- [EXHIBIT D] Soils reports
- [EXHIBIT E] All Permits
- [EXHIBIT F] Conditions of development
- [EXHIBIT G] Funding conditions (State and Federal, where applicable)
- [EXHIBIT H] Invoicing procedures
- [EXHIBIT I] Insurance
- [EXHIBIT J] Bonds
- [EXHIBIT K] Landowner Agreement
- [EXHIBIT L] Prevailing Wages
- [EXHIBIT M] Change Order Form
- Any other related documents, including modifications or change orders relating to the subject matter of this Contract.

3. COMPENSATION AND GRANT FUNDING. Contractor agrees to receive and accept **Click or tap here to enter text.** Dollars (\$ **Click or tap here to enter text.**) as full compensation for furnishing all materials and for performing all Work as specified in the Contract Documents (the "Contract Price"). Contractor agrees that, except as expressly provided in the Contract Documents, there will be no additional payment or compensation for any loss or damage arising out of the Work or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until its acceptance by RCDSCC.

CONTRACTOR ACKNOWLEDGES THAT THIS PROJECT IS FUNDED BY PRIVATE MITIGATION FUNDS (COLLECTIVELY, THE "FUNDING AGENCY"). RCDSCC WILL NOT PAY THE CONTRACTOR UNTIL FUNDS ARE RECEIVED FROM THE FUNDING AGENCY. FOR EACH PAY REQUEST, CONTRACTOR WILL BE REQUIRED TO SUBMIT INVOICES IN THE FORMAT REQUIRED BY RCDSCC. To help ensure timely processing of pay requests, Contractor shall submit a W-9 form with the first pay request. All pay requests shall be submitted to RCDSCC by the 10th of each month. See **Exhibit H** for additional invoicing procedures.

4. SCHEDULE AND LIQUIDATED DAMAGES.

- A. Critical Time Limits: Contractor acknowledges that due to funding conditions and the conditions contained in the permits for this project, there are critical time limits relating to this Project:
- i. Completion Date. The Work described in this Contract must be completed by NO LATER THAN: **Click or tap here to enter text.**, pursuant to permit or grant funding requirements. Time is of the essence.
 - ii. Time for Completion. Contractor will diligently perform the Work to completion before the expiration of **Click or tap here to enter text.** calendar days from the specified date shown on the Notice to Proceed, pursuant to permit requirements.

Time is of the essence.

- B. Schedule. Prior to starting any Work under this Contract, Contractor shall provide RCDSCC with a proposed schedule of work, including estimated time frame for the performance of the Work, phasing of the Work, key milestones, date of completion, and other information reasonably requested by RCDSCC. The Contractor shall complete the work in accordance with the schedule and within the time limits set forth in this Contract.
- C. Notice to Proceed. After this Contract is executed, RCDSCC approves Contractor's insurance and bonds, and RCDSCC issues a Notice to Proceed, the Contractor will begin work and will perform the work diligently to completion within the number of calendar days specified in the Contract. No Work may be commenced before the Contract is fully executed, insurance and bonds are delivered to and approved by RCDSCC, and RCDSCC issues a Notice to Proceed to Contractor.
- D. Liquidated Damages. Contractor will pay to RCDSCC the sum of **\$1,700 (ONE THOUSAND SEVEN HUNDRED DOLLARS)** per day as Liquidated Damages for each and every calendar day delay in completing the Work in excess of the time limit set forth in paragraph 4(A). If the Contractor fails to pay such liquidated damages, RCDSCC may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.
- E. Time of the Essence. All time limits stated in this Contract are of the essence to this Contract, and failure to comply with this provision shall be a material breach of this Contract. Unless otherwise expressly stated, all references in this Contract to days mean calendar days.
- F. Unavoidable Delays.
 - i. An unavoidable delay ("Unavoidable Delay") within the meaning of this section is a delay in Work resulting from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence. An Unavoidable Delay includes Acts of God, including flood, earthquake, severe weather, or other natural disasters, fire, epidemic, terrorist attack, or labor strike which causes a delay in the progress of the Work. A material shortage or a delay in utility company connections may be classified as an Unavoidable Delay if Contractor produces satisfactory evidence to RCDSCC that Contractor acted in a timely manner. If there is a delay in the performance of a part or segment of the Work which is unavoidable, but which does not delay the performance of other parts of the Work or the completion of the Work within the time specified, such delay will not be considered as an Unavoidable Delay within the meaning of this Contract.
 - ii. Contractor will be granted an extension of time for completion of the Work beyond that named in the Contract Documents for an Unavoidable Delay if the Contractor requests and provides full justification for an extension of time within 48 hours of the occurrence of any delay which Contractor regards as an Unavoidable Delay. Any

delay not called to the attention of RCDSCC in writing within this time limit shall not be deemed an Unavoidable Delay.

- iii. If RCDSCC agrees that an extension of time due to an Unavoidable Delay should be granted, Contractor will be allowed extensions of time in which to complete the Work equal to the sum of all days determined by RCDSCC to be an Unavoidable Delay. During such extension of time, liquidated damages will not be charged to the Contractor.

5. PERMITS. Except as expressly set forth in the Special Conditions, RCDSCC will obtain all permits necessary for the completion of the Work. Contractor will faithfully comply with all grant requirements, permit conditions and conditions of development, give all necessary notices, and comply with all applicable laws, ordinances, rules, and regulations relating to the Work.

6. INDEPENDENT CONTRACTOR. Contractor acknowledges and represents that he or she is an independent contractor and not an employee, agent or representative of RCDSCC. Contractor agrees that Contractor will be solely responsible for and will indemnify and hold RCDSCC harmless from all matters relating to payment of Contractor's employees, subcontractors, agents, representatives and suppliers including compliance with Social Security, withholding, prevailing wage laws and all other laws, rules, regulations and ordinances governing such matters. Contractor will not hire or employ any employee of RCDSCC to perform any Work under this Contract.

7. PAYMENT AND PERFORMANCE BONDS. Contractor will provide the following surety bonds before commencement of the work:

- A. Contractor will furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract Price specified in Section 3, above.
- B. Contractor will furnish a separate payment bond in an amount equal to at least one hundred percent (100%) of the Contract Price specified in Section 3, above, as security for the payment of all persons for furnishing materials, provisions, or other supplies or items, used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract.
- C. Payment and Performance Bonds must be in the forms required by RCDSCC and must be issued by California-admitted sureties.
- D. Contractor will promptly provide additional security required to protect RCDSCC and persons supplying labor or material under this Contract if any of the following occurs: (1) any surety upon any bond furnished with this Contract becomes unacceptable to RCDSCC for any material reason; (2) any surety fails to furnish reports on its financial condition as required by RCDSCC; or (3) the Contract Price is increased so that the penal sum of any bond becomes inadequate in the opinion of RCDSCC.

8. INSURANCE

- A. **Insurance Required Prior to Commencement of Work.** The Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this paragraph and such insurance has been approved by RCDSCC. Contractor will not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved by RCDSCC. Contractor will furnish RCDSCC with satisfactory proof of insurance, and there will be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this contract and particularly the indemnification and hold harmless requirements. Any policy of insurance required of Contractor under this Contract will also contain an endorsement providing that thirty (30) days' notice must be given in writing to RCDSCC of any pending change in the limits of liability or of any cancellation or modification of the policy.
- B. **Worker's Compensation Insurance.** Contractor will take out and maintain Workers Compensation Insurance for all of Contractor's employees employed at the site of the project during the term of this Contract. If any work is sublet, Contractor will require the subcontractor to provide Workers Compensation Insurance for all of the subcontractor's employees. By signing this Contract, the Contractor makes the following certification, required by Section 1861 of the Labor Code: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- C. **Automobile and General Liability.** Contractor shall maintain policies of comprehensive general liability insurance covering (i) automobile and (ii) general liability as follows:
- i. Automobile Liability insurance for property damage, bodily injury, and contractual liability for all owned, hired, and non-owned motor vehicles used by or on behalf of Contractor, with a combined single limit of liability for each accident of not less than Five Hundred Thousand Dollars (\$500,000).
 - ii. Comprehensive General Liability coverage providing combined single limits for bodily injury liability (including death resulting therefrom) with limits of no less than One Million Dollars (\$1,000,000) per occurrence, and providing property damage liability of no less than One Million Dollars (\$1,000,000) per occurrence. Coverage will be provided on an "occurrence" basis. Comprehensive General Liability coverage will include completed and contractual obligations.
- D. Builders Risk "All Risk" policy in the full amount of the Contract.
- E. All of the above insurance policies shall be underwritten with Bests Rated A-:VIII, California-admitted insurance carriers, unless otherwise approved in writing by

RCDSCC. These insurance policies must be in place prior to the commencement of any Work under the Contract.

- F. Any policy(ies) of property insurance in full force and effect insuring Contractor for loss/damage of any description will include (by endorsement, if necessary) a waiver of the insurance carrier's rights of subrogation against RCDSCC.
- G. Contractor agrees that any insurance required to be carried by the Contractor will be primary to any other insurance carried by RCDSCC.
- H. By separate endorsement, the certificates of insurance will name RCDSCC, the Funding Agency and the Landowner and their officers, agents, and employees as additional insureds.
- I. Subcontractor's Insurance. Contractor will insert the insurance, indemnification and hold harmless requirements set forth in this clause in all subcontracts under this Contract and will require subcontractors to provide and maintain the insurance required in this clause or elsewhere in the Contract.

9. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless RCDSCC, the Funding Agency and the Landowner and their respective Boards of Directors, officers, agents and employees, from all claims, demands, or liability arising out of or encountered in connection with this Contract or of work therein, whether such claims, demands, or liability are caused by Contractor, Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury or harm as may be caused solely and exclusively by RCDSCC's or Landowner's wrongful acts or active negligence. The Contractor's obligation to indemnify under this Contract shall survive the completion of the Work.

10. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK. Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work, and Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, or other physical conditions at the site; (4) the condition of the site; (5) issues arising from adjacent properties; and (6) the character of equipment and facilities needed preliminary to and during Work performance. Contractor also understands the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by RCDSCC. Any failure of Contractor to take the actions described and acknowledged in this Section will not relieve Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for successfully performing the work without additional expense to RCDSCC.

RCDSCC assumes no responsibility for any conclusions or interpretations made by Contractor based on the information made available by RCDSCC. RCDSCC does not assume responsibility

for any understanding reached or representation made concerning conditions which may affect the Work by any RCDSCC employees, officers or agents, unless that understanding or representation is expressly stated in the Contract Documents.

11. COMPLIANCE WITH LAW. Contractor will comply with all applicable Federal, State, regional and local laws, statutes, rules, regulations, and ordinances relating to the Work. Contractor will take all appropriate measures for the protection of property, the environment, and any listed flora or fauna, and for the preservation of the health and safety of people. Contractor will strictly comply with all conditions of any permits issued which relate to the Work.

- A. Occupational Safety and Health. In performing this Contract, Contractor will make all reasonable and necessary provisions for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment. Contractor warrants that Contractor and all subcontractors will comply with all OSHA rules, regulations and compliance orders. The cost of OSHA compliance, or payment of any penalty assessed pursuant to OSHA will be borne by Contractor.
- B. Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.
- C. Presence of Artifacts and/or Human Remains. Contractor shall comply with all applicable laws and regulations (including but not limited to Santa Cruz County Code Chapter 16.40) in the event Contractor discovers any human remains of any age, or any artifact or other evidence of a Native American cultural site, including ceasing and desisting from all further excavations and disturbances and arranging for the appropriate public agency to inspect the site.
- D. Presence of Paleontological Resources. Contractor shall comply with all applicable laws and regulations (including but not limited to Santa Cruz County Code Chapter 16.44) in the event Contractor discovers any significant irreplaceable paleontological resources, including but not limited to fossil or organic remains, traces, or imprints of an organism preserved in the earth's crust since some time in the geologic past, such as shells, bones, diatomite beds, and associated rock and soil matrices. If Contractor discovers such resources, Contractor will cease and desist from all further excavations and disturbances and arrange for the appropriate public agency to inspect the site.
- E. Endangered or Threatened Species. The Contractor shall comply with the California Endangered Species Act, the Federal Endangered Species Act, the Federal Migratory Bird Treaty Act, Magnuson-Stevens Fishery Conservation and Management Act, and the Marine Mammal Protection Act. Upon discovery of a regulated species, Contractor shall stop construction activities which may affect the regulated species and immediately notify RCDSCC. Contractor shall resume construction activities in the affected area only when provided written notification from RCDSCC.
- F. Hazardous Materials and Waste. Contractor must comply with all applicable Federal,

State, regional and local laws, statutes, rules, regulations, and ordinances involving or relating to the handling, use or disposal of hazardous materials and/or hazardous waste. Such hazardous materials may include, but are not limited to lead based paint, asbestos, adhesives, sealants, paint, and other coatings.

- i. Asbestos Prohibited. No products or materials containing asbestos shall be incorporated into the work without the prior written approval of RCDSCC.
 - ii. Discharges and Releases. Contractor will not, in connection with the work, discharge any smoke, dust, or other contaminants into the environment (including but not limited to air, soil, surface water, or groundwater) or discharge any fluids or materials into any lake, river, stream, well, or channel. Contractor will inspect construction equipment and vehicles daily for leaks of fuel, engine coolant, and hydraulic fluid and properly maintain all equipment. Contractor must immediately report to RCDSCC any leaks, releases or accidental discharges into the environment; and clean up and remediate all discharges into the environment in accordance with all applicable laws and regulations.
- G. Labor and Employment Laws. Contractor must comply with all applicable Federal, State, regional and local laws, statutes, rules, regulations, and ordinances involving or relating to employment or labor requirements or restrictions.
- i. Contractor will not use any prison labor, slave labor, or underage labor. Contractor will not employ any person whose age or physical condition is such to make his/her employment dangerous to his/her health or safety or to the health or safety of others to perform work under this Contract, provided that Contractor may not unlawfully discriminate against physically handicapped persons otherwise able to safely perform work under this Contract.
 - ii. Contractor and any subcontractor shall comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.
 - iii. It is expressly stipulated that no laborer, workman, or mechanic employed at any time by Contractor or by any subcontractor or subcontractors under this Contract will be required or permitted to work more than eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided by Section 1815 of the California Labor Code. It is further expressly stipulated that for each and every violation of California Labor Code Sections 1811-1815 (all the provisions whereof are deemed to be incorporated herein) Contractor will forfeit, as a penalty to RCDSCC, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed under this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which said laborer, workman, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week.
 - iv. Contractor, and each subcontractor, shall keep an accurate record showing the names

of and actual hours worked each calendar day and each calendar week by all laborers, workmen, and mechanics employed by him/her in connection with the work contemplated by this contract, which record shall be open at all reasonable hours to the inspection of RCDSCC or its officers or agents and to the Division of Labor Law Enforcement of the Department of Industrial Relations.

H. For State and Federally funded projects, the Contractor shall comply with the requirements set forth in Exhibit "G".

12. PREVAILING WAGES. Prevailing wages must be paid under this Contract. Pursuant to California Labor Code Section 1770 and 1773 et seq., the Director of Industrial Relations has proscribed the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract which will be awarded to the successful bidder. Prevailing wage rates can be found at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> and are deemed included in the Bidding Documents. Also, the successful bidder shall post the applicable prevailing wage rates at the Site.

The contractor to whom the Contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the Contract. Contractor expressly stipulates that Contractor shall pay the penalty required by law for each calendar day, or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor and any and all subcontractors; and Contractor agrees to comply with all provisions of California Labor Code Section 1770 et. seq., incorporated herein by this reference.

- A. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- B. Contractor and its subcontractors acknowledge and agree that they will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "public works" in Labor Code 1720(a) to include construction and "***work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted...***"
- C. RCDSCC will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by Contractor in determining his/her bid, and will not under any circumstances be considered as the basis of a claim against RCDSCC on the Contract.

- D. Contractor and each subcontractor shall keep an accurate record (certified payroll) showing the names and occupations of all laborers, workers, and mechanics employed by him/her in connection with the execution of this Contract or any subcontract thereunder and showing also the actual per diem wages paid to each of said workers, which records must be provided to RCDSCC, and to the Division of Labor Law Enforcement upon its request. Contractor must submit such payroll records to the California Department of Industrial Relations on the DIR website. Contractor must include a copy of this record which has the name and social security numbers marked out, as provided in Labor Code Section 1776, attached hereto as **EXHIBIT L**.
- E. If so ordered by the California Department of Industrial Relations, or by the Funding Agency, RCDSCC may withhold final Contract payments to Contractor due to delinquent or inadequate payroll records.
- F. No contractor or subcontractor may submit a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- G. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- H. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- I. Contractor shall forfeit the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Consultant the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by RCDSCC. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.

13. TAXES. The Contract Price shall include any and all federal, state, or local taxes, and Contractor shall promptly pay all such taxes to the appropriate taxing authority when due.

14. CHANGE ORDERS. Contractor will submit in writing any requests for change orders to RCDSCC with a complete description of the change(s) requested and the reason(s) for the change(s), using the form provided at **EXHIBIT M**. All change order requests will be submitted within three (3) days of Contractor's knowledge of the change. No additional Work may be

performed or a change be made unless in accordance with a written change order or field instruction approved by RCDSCC, stating that the extra work or change is authorized. No claim for an addition to the Contract Price shall be valid unless so ordered in advance of commencement of extra work. RCDSCC may, at its election, add or omit items from the Work whenever RCDSCC deems it advisable to do so and the Contract Price shall be adjusted accordingly.

15. NOTICE OF LABOR DISPUTE. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give written notice, including all relevant information, to RCDSCC. The Contractor agrees to insert the substance of this clause in any subcontract to which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the prime Contractor of all relevant information concerning the dispute.

16. SUPERVISION AND CONSTRUCTION PROCEDURES

- A. Contractor will supervise and direct the Work, using Contractor's best skill and attention. Contractor will be solely responsible for all construction means, methods, techniques, sequences and procedures, and will coordinate all portions of the Work under the Contract, including the relations of the various trades to the progress of the work, in accordance with the provisions of the Contract Documents.
- B. Contractor will be responsible to RCDSCC for all acts and omissions of Contractor's employees, subcontractors, and subcontractor's agents and employees, and any other persons performing any of the Work under the supervision of Contractor.
- C. RCDSCC will designate one or more staff members or consultants as project managers ("Project Managers"). The Project Manager, the landowner and/or his or her representative will have the right to be at the job site during construction to observe the progress of the work and to ensure that the work is proceeding in accordance with the Contract Documents. The Project Manager will not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. The Project Manager will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents. RCDSCC may designate other agencies or individuals to participate in the supervision of the Work without approval or notice to Contractor.
- D. Subcontractors. Contractor agrees to be as fully responsible for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Contract Documents unless specifically noted to the contrary in a subcontract approved in writing by RCDSCC.

17. INSPECTIONS. Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this contract conforms to contract requirements. Contractor shall maintain complete inspection records and make them available to RCDSCC. RCDSCC and its designees or agents, the landowner or any funding agencies shall, at all times, have access to the Work and may conduct inspections or testing. RCDSCC inspections and tests are for the sole benefit of RCDSCC and do not: (i) relieve the Contractor of responsibility for providing adequate quality control measures; (ii) relieve the Contractor of responsibility for damage to or loss of the material before acceptance; (iii) constitute or imply acceptance; or (iv) affect the continuing rights of RCDSCC after acceptance of the completed work for latent defects, gross mistakes, fraud or RCDSCC's rights under any warranty or guarantee. The presence or absence of inspections does not relieve the Contractor from any Contract requirement, nor is any inspector authorized to change any term or condition of the specifications without RCDSCC's written authorization.

18. PROTECTION OF WORK AND PROPERTY

- A. Contractor will continuously maintain adequate protection of all Work, the project site and adjacent property from damage or loss.
- B. Contractor will preserve and protect all structures, equipment, improvements, utilities, and property on or adjacent to the work site. If any structures, equipment or property are broken or damaged during the performance of the Contract due to Contractor's failure to exercise reasonable care in performance of this Contract, Contractor will repair and/or replace any damaged property at Contractor's expense. This includes any damage to adjacent properties or properties owned or operated by third parties. If Contractor fails or refuses to repair the damage within 15 days, RCDSCC has the right, but not the obligation, to perform necessary repairs or replacement, and may withhold payment or charge the cost or repair or replacement to Contractor.
- C. Until formal acceptance of the Work by RCDSCC, Contractor will have the charge and care thereof and will bear the risk of loss, theft, injury or damage to any part of the Work, including any materials and equipment related to the Work, except for loss, injury or damage caused by RCDSCC. Contractor, at Contractor's own cost, will rebuild, repair, restore, and make good all such loss or damage to any portion of the Work occasioned by such causes before RCDSCC's acceptance of the Work.
- D. Contractor shall abide by all applicable laws, rules and regulations of the air pollution control district and other agencies having jurisdiction over the Project.
- E. No advertising of any description will be permitted in, around, or about the Work, except as approved by RCDSCC.

19. UTILITIES. Contractor will arrange for and provide continuously all necessary utilities, including water, gas, and electricity, until RCDSCC's acceptance of the Work. Contractor will pay for such services unless specifically otherwise noted.

20. MATERIALS AND WORKMANSHIP. Materials, equipment, and articles incorporated into the Work will be new and of quality equal or superior to that specified. When not particularly specified, materials will be the best of their class or kind. All materials will be delivered in a timely manner so as to insure a speedy and uninterrupted progress of the Work.

21. NONCONFORMING MATERIALS AND LABOR. No deviation shall be made from the plans and specifications. Contractor shall, without additional charge, replace or correct work found by RCDSCC not to conform to Contract requirements, unless in the public interest RCDSCC consents to accept the work with an appropriate adjustment in Contract Price. Contractor shall promptly segregate and remove nonconforming material from the Project Site. If Contractor does not promptly replace or correct nonconforming work, RCDSCC may (i) by contract or otherwise, replace or correct the work and charge the cost to the Contractor. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship, and, unless otherwise specified in writing, Contractor shall remedy any defects due thereto and pay for any damages to other work within a period of two years from the date of substantial completion.

22. OPERATIONS AND STORAGE. Contractor will confine all operations (including storage of materials) on the Project Site to areas authorized or approved by RCDSCC. Until acceptance of the Work, Contractor assumes all risk of damage, theft, malicious mischief, vandalism, or loss relating to the Project or any equipment and materials stored on the Project Site.

23. CLEAN UP. Contractor will keep the Work area, including storage areas, free from accumulations of waste materials at all times. Before completing the work, Contractor will remove all rubbish, tools, scaffolding, equipment, litter, and materials that are not the property of RCDSCC from the Project Site. Upon completing the Work, Contractor will leave the Project Site in a clean, neat, and orderly condition satisfactory to RCDSCC.

24. AUDIT. RCDSCC has the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) relating to negotiating, pricing, or performing the modification in order to evaluate the accuracy, completeness, and currency of the cost or pricing data at no additional cost to RCDSCC. Contractor must make available at its office at all reasonable times the materials described above upon 48 hours prior written notice to Contractor, for examination, audit, or reproduction, until four (4) years after final payment under this Contract.

25. ACCEPTANCE OF THE WORK. If, after RCDSCC's final inspection and after all Contract documentation has been received, RCDSCC determines that the Contract has been completed in accordance with the Contract Documents, the Project Manager will provide a letter stating that the Work is accepted. Upon receipt of the letter of acceptance, Contractor will be relieved of the duty of maintaining and protecting the Work. If RCDSCC determines that Work is not complete or that the Work does not meet the requirements of the Contract Documents, Contractor shall be notified in writing of deficiencies. Neither determination by RCDSCC that the Work is complete nor acceptance thereof shall operate as a bar to RCDSCC's claim against Contractor pursuant to Contractor's warranty and guarantees. Partial payments shall not be construed as acceptance of any part of the Work. RCDSCC will not accept the Work until all requirements of the Contract

Documents are complete and approved by RCDSCC. This includes, but is not limited to, completion of all Work required by the Contract Documents, correction of punch list items, and delivery of all guarantee forms, parts lists, schedules, tests, operating instructions, and as-built drawings.

26. **CONTRACTOR'S WARRANTY AND GUARANTEE.** Contractor warrants that Work performed under this Contract will conform to the Contract requirements and will be free of any defect in materials or workmanship for a period of two (2) years. Contractor shall remedy any failure to conform, any defect, and/or any damage to the Project as a result of Contractor's failure to conform with the Contract requirements at Contractor's own expense. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice (but not to exceed thirty (30) days), RCDSCC shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage and Contractor is responsible for all costs incurred by RCDSCC to remedy the same.

27. WITHHOLDING

- A. **Retention.** In making progress payments, RCDSCC will make full payment to Contractor for all invoices that total up to 95% of the total Contract Price, in accordance with the terms of this Agreement. RCDSCC will withhold the final 5% of payments or progress payments until final project completion and RCDSCC's acceptance of the Work performed by Contractor. Pursuant to Public Contract Code Section 22300, Contractor may substitute securities for any monies withheld by a public agency to ensure performance under the Contract.
- B. **Withholds.** RCDSCC may withhold (in excess of retention) payments to the extent necessary to protect RCDSCC from loss on account of defective work not remedied; claims filed or reasonable evidence indicating probable filing of claims; failure of the Contractor or subcontractors to make payments properly for material, equipment, or labor; damage to another Contractor or other property; the filing of liens or stop notices; delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted. When the grounds for withholding the funds are removed or corrected by Contractor, payment shall be released to Contractor.
- C. **Stop Notices or Mechanics Liens.** Should stop notices or Mechanics Liens be filed with RCDSCC, RCDSCC shall withhold the amount required by applicable law, including, Civil Code Section 3179 et seq.
- D. **Lien Releases and Progress Payments.** At the election of RCDSCC, Contractor shall provide, within ten (10) days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established therefore by Section 3262 of the Civil Code of the State of California.
- E. **Rights to Property.** All material and Work covered by progress payments made shall, at

the time of payment, become the sole property of RCDSCC or its designee, but this shall not be construed as relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or waiving the right of RCDSCC to require the fulfillment of all of the terms and conditions of the Contract Documents.

28. **SUSPENSION OF WORK.** RCDSCC may for any reason order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work of this Contract for the period of time that RCDSCC determines appropriate (“Suspension”). In the event RCDSCC imposes a Suspension, the Contractor shall not be entitled to any adjustment in the contract price if the Suspension is due to the fault or negligence of Contractor or the Contractor’s failure to comply with the Contract Documents.

29. **NON-COMPLIANCE WITH CONTRACT REQUIREMENTS.** In the event Contractor, after receiving written notice from RCDSCC of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, RCDSCC shall have the right to order the Contractor to stop any or all work under the contract until Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

30. **ABANDONMENT OF WORK.** Should Contractor abandon the Work called for under the plans and specifications and Contract Documents or assign the Contract without prior written approval by RCDSCC, or if Contractor unnecessarily and unreasonably delays the Work, or if Contractor willfully violates or performs the work in bad faith, RCDSCC shall have the power to notify the Contractor to discontinue all work or any part thereof under this Contract. Thereupon Contractor shall cease to continue said work or such part thereof as RCDSCC may designate, and RCDSCC shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as RCDSCC may deem advisable to be used to complete the work herein described, or such part thereof as shall have not been completed. RCDSCC may deem advisable to use such material as it may find upon the site of said work, and to charge the expense of such labor and material, implements and tools to Contractor, and the expense so charged shall be deducted and paid by RCDSCC out of such monies as may either be due, or may at any time thereafter become due to Contractor hereunder and by virtue of the Contract.

31. **TERMINATION.** This Agreement may be terminated with or without cause by RCDSCC, upon ten (10) days written notice, except in the event of a material breach of this Agreement by Contractor, in which case this Agreement may be terminated by RCDSCC upon twenty-four (24) hours’ notice.

a) If termination by RCDSCC is for cause, including failure to perform the Services required hereunder within the time limits specified herein, failure to comply with the terms of this Agreement, or violation any ordinance, regulation, permit or other law applicable to this

Agreement, RCDSCC may exercise any of its rights available under this Agreement or under law or equity, including withholding payment until the default is corrected by the Contractor.

b) Contractor acknowledges that compensation for Services is subject to availability of funds through Grant or Funding Agencies. RCDSCC's payment obligations under this Agreement are contingent upon the availability of funds from Grant or Funding Agencies. In the event the RCD is notified that funding is reduced, delayed or eliminated, RCDSCC shall, in its sole discretion, determine whether this Agreement shall be terminated. RCDSCC shall provide at least ten (10) days advance written notice to Contractor of its intent to terminate this Agreement due to insufficient funding. Upon notice of termination, Contractor will immediately discontinue providing Services, and take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished work or documents procured or produced under the Agreement will be submitted to and become property of RCDSCC upon the termination date. RCDSCC's only obligation to Contractor will be just and equitable payment for Services authorized by, and received to the satisfaction of, RCDSCC up to and including the date of notice of termination. Such payment will occur after RCDSCC's receipt of payment from the Grant or Funding Agencies, following delivery by the Contractor of all materials requested by RCDSCC. However, this provision shall not limit any remedies or damages owed to the RCDSCC due to Contractor's breach of this Agreement.

c) If Contractor is not in default under this Agreement, and if RCDSCC is in material default under this Agreement, Contractor may terminate this Agreement upon ninety (90) days' written notice to RCDSCC, if the default has not been cured by the RCD within ninety (90) days following the written notice.

d) If RCDSCC terminates this Contract for any reason specified in this Section, RCDSCC may hire other Contractors to complete the Work. If RCDSCC employs other contractors to finish the Work, Contractor shall promptly surrender possession of the jobsite together with all equipment and materials on it to owner for use by owner in completing the job. On completion of the project, Contractor shall pay to RCDSCC, in addition to all other damages, any amount by which the total cost of performance of the work exceeds the Contract Price; if, however, the total cost of the work is less than the Contract Price, Contractor shall be entitled to credit for the difference.

32. FINAL PAYMENT

A. General. RCDSCC shall pay the amount due Contractor under this Contract after final completion and acceptance of all work per the acceptance clause of this Contract; release of all liens or stop notices; the project has been certified by the Labor Compliance Program ("LCP") or the Compliance Monitoring Unit ("CMU") that the labor compliance requirements are complete; and presentation of an unconditional waiver and release of all liens release arising by virtue of this Contract, other than claims, disputes in stated amounts, that Contractor has specifically excepted from the operation of the lien release.

- B. Liens or stop notices. Neither the final payment nor any part of the retention shall become due until Contractor, if required, delivers to RCDSCC a complete release of all liens or stop notices arising out of this Contract and if required by RCDSCC. The Contractor may, if any subcontractor refuses to furnish a lien release, furnish a bond satisfactory to RCDSCC, to indemnify him/her against any lien or stop notice. If any lien or stop notice remains unsatisfied after all payments are made, Contractor shall refund to RCDSCC all moneys that the latter may be compelled to pay in discharging such a lien or stop notice, including all costs and reasonable attorney's fees.
- C. Notice of Completion. A Notice of Completion will be recorded by RCDSCC upon completion and acceptance of the work, and a certification of completion from the LCP and/or CMU. Providing no stop notices or liens have been filed, thirty-five (35) days after filing of such Notice of Completion, payment due under this Contract will become due to Contractor and the Project Manager shall so certify to RCDSCC authorizing the final payment. Such payment may withhold any reasonable sums payable to Contractor for any work which could not have been completed on said date or that RCDSCC may have found defective and ordered to be replaced. Final payment for withholdings will be made when the work is completed and/or defective work replaced.

33. DISPUTES/CLAIMS

- A. Good Faith Attempt to Resolve. Contractor and RCDSCC shall make good faith attempts to resolve any and all protests and claims that may from time to time arise during the performance of the Work covered by this Contract.
- B. Written Protest Required. As a condition to payment on a claim, demand or protest ("Claim"), Contractor shall provide written notice of a Claim within ten (10) days after the basis for the Claim arose.
- C. Claim Review and Determination. Contractor's Claim shall include all arguments, justification, cost or estimates, schedule analysis, and documentation supporting Contractor's position. The Project Manager or his/her designee will review the claim within thirty (30) days from receipt thereof will render a final determination (subject to approval by RCDSCC's Board of Directors). If the Contractor disagrees with the final determination of RCDSCC, he/she shall proceed with mediation/arbitration as set forth below.
- D. Mediation of Disputes. RCDSCC and Contractor agree to mediate any Claim arising between them out of this Contract before resorting to arbitration. The mediation fees shall be divided equally between the parties.
- E. Arbitration of Disputes. Any dispute or claim in law or equity arising out of this Contract which is not resolved through mediation shall be decided by neutral binding arbitration in accordance with Part III, Title 9, of the California Code of Civil Procedure, and not by court action except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any

court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. Whenever possible, the arbitrator shall be a retired Superior or Appellate Court Judge or Justice, or an attorney of at least 15 years of construction experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.

- F. Filing Protest or Claim Not Basis to Discontinue work. Contractor shall promptly comply with the work required under the Contract or the work requested by RCDSCC even though a Claim has been submitted to RCDSCC.

34. BENEFICIAL OCCUPANCY. RCDSCC shall have the right to take possession of or use any completed or partially completed part of the work. RCDSCC's possession or use shall not be deemed substantial completion or an acceptance of any work under the Contract.

35. TRENCHING OR OTHER EXCAVATIONS. For all trenching or other excavations that extend deeper than four feet below the surface, the following provisions shall apply:

- A. Contractor shall promptly, and before the following conditions are disturbed, notify RCDSCC, the County of Santa Cruz Environmental Health Department and other appropriate agencies, in writing, of any:
 - i. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - ii. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.
- C. In the event that a dispute arises between the local public entity and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for

by the Contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

36. **GOVERNING LAW.** This Contract shall be construed, interpreted and applied in accordance with the laws of the State of California.

37. **PERSONAL LIABILITY.** No member, official, employee or agent of any party shall be personally liable for any damages related to any default or breach by any other party, or for any obligations under the terms of this Contract.

38. **COOPERATION.** Each party agrees to cooperate in providing information and documents to the other Parties, and shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to complete the transactions contemplated in this Contract and to carry out the intent and purpose of this Contract.

39. **ASSIGNMENT OF CONTRACT.** Contractor may not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Contract without the prior written consent of RCDSCC, and the surety on the performance bond, if any.

40. **NOTICES.** All notices, certificates, or other communications hereunder will be deemed given when delivered or mailed by first-class or registered mail, postage prepaid, to the parties at their respective place of business.

41. **BINDING EFFECT.** This Contract will inure to the benefit of and will be binding upon Contractor and RCDSCC and their respective successors and assigns.

42. **SEVERABILITY.** In the event any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

43. **AMENDMENTS.** The terms of this Contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

44. **UNFAIR BUSINESS PRACTICE CLAIMS.** The Contractor shall assign all unfair business practice claims to RCDSCC, as provided in California Labor Code Section 7103.5.

45. **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

46. **ENTIRE AGREEMENT.** This Contract and the other Contract Documents constitute the entire agreement between the parties. There are no agreements, representations or warranties, express or implied, not specified in the Contract Documents. Contractor, by the execution of this

Contract, acknowledges that he or she has read the Contract Documents, understands them, and agrees to be bound by their terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last date indicated below.

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY 820 Bay Avenue, Suite 136 Capitola, CA 95010	CONTRACTOR Address: _____ _____
Date:	Date:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

California Contractor's License No. [Click or tap here to enter text.](#)

Classification: [Click or tap here to enter text.](#)

EXHIBIT A
BID DOCUMENTS or SCOPE OF WORK

EXHIBIT B
SPECIAL CONDITIONS

1. COVID 19 related requirements
 - Must comply with all Federal, State, and local Health Orders and Guidelines (as may be amended from time to time);
 - Must follow CADPH COVID-19 Construction Industry Guidance <https://covid19.ca.gov/pdf/guidance-construction.pdf> (as may be amended from time to time);
 - Must have a written worksite-specific COVID-19 Prevention Plan including Social Distancing protocols, individual control measures and screening, cleaning and disinfecting protocols in compliance with Federal, State and Local requirements (<https://covid19.ca.gov/pdf/checklist-construction.pdf>);
 - The COVID-19 Prevention Plan and Social Distancing Protocol shall be posted at the construction site and easily viewable to the public and employees

2. Builders Risk Insurance is recommended but not required for this contract.

3. Permitting is in progress, though not all final permits have been received. A contract will not be awarded until project funding is secured and all permits have been issued and are in possession of RCDSCC. Upon receipt of the permits, this documentation will be added to Exhibit E. Construction deadlines as per the permits are as follows: September 30, 2021.

4. State prevailing wages apply and contractor will be responsible for coordinating with RCDSCC and Department of Industrial Relations on required compliance monitoring as specified within the Notice to Contractors, Instructions to Bidders, and Contract Documents. ***Contractor will not be paid until all Department of Industrial Relations Compliance Monitoring Unit requirements have been completed.***

5. Requirements Prior to the Commencement of Construction:
 - Pre-construction meeting
 - Submittal of Payment Bond
 - Submittal of Performance Bond
 - Submittal of Insurance
 - Contractor to submit estimated work schedule
 - Complete construction contract
 - Complete Cooperator Agreement (permit documentation)
 - Issuance of Notice to Proceed by RCDSCC
 - Worker's Education for all individuals working on jobsite; provided by either RCDSCC staff or designated agency representatives (regarding species, water quality measures, etc.)
 - Completion of utility check

6. Contractor must meet with Contractors Compliance and Monitoring Inc prior to commencing construction.

EXHIBIT C
PLANS AND SPECIFICATIONS

EXHIBIT D
SOILS REPORT

EXHIBIT E

PERMITS

Completed Permits:

1. US Fish and Wildlife Service Biological Opinion
2. Regional Water Quality Control Board 401 Water Quality Certification
3. Army Corps of Engineers Regional General Permit
4. County of Santa Cruz Master Permit

Outstanding Permits:

1. Cooperator Agreement to be signed by landowner and contractor before work can begin
2. Department of Fish and Wildlife Lake/Streambed Alteration Agreement

General Water Quality Measures:

- All inactive areas (defined as a five-day period) shall have all necessary soil stabilization practices in place two days after identification of inactivity and/or before a rain event, whichever comes first. All erosion control must meet specifications in County of Santa Cruz Erosion Control Ordinance Chapter 16. 22.
- Erosion control and sediment detention devices must be incorporated into the project design and implemented at the time of construction. These devices must be in place prior to October 15 and the onset of rains for the purposes of minimizing fine sediment and sediment/water slurry input to flowing water, and of detaining water to retain sediment on-site. These devices must be placed at all locations where the likelihood of sediment input exists. Sediment collected in these devices must be disposed of away from the collection site and outside riparian areas and flood hazard areas.
- All debris, sediment, rubbish, vegetation, and/or other material removed must be removed to a location where they will not re-enter the waters of the State including wetlands. All petroleum products, chemicals, silt, fine soils, and/or any substance or material deleterious to fish, plant, or bird life may not be allowed to pass into, or be placed where it can pass into the waters of the State.
- Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from projected related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream or lake, by Operator or any party working under contract, or with permission of the Operator, shall be removed immediately.
- Pets will be excluded from the project site during project activities.
- The use and/or storage of petroleum-powered equipment must be accomplished in a manner to prevent the potential release of petroleum materials into waters of the state (Fish and Game Code 5650). All workers must be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.
- All excavation and grading activities must be scheduled for, and will occur during, dry weather periods.
- A contained area must be designated for equipment storage, short-term maintenance, and refueling. It must be located at least 100-feet from all water bodies. If site conditions (ie.

property size) make this 100-foot distance infeasible, these activities must occur at the maximum distance possible from aquatic areas.

- Vehicles must be inspected for leaks and repaired immediately.
- Leaks, drips and other spill must be cleaned up immediately to avoid soil or groundwater contamination.
- Major vehicle maintenance and washing must be done in a manner that protects the environment (at a minimum on a paved surface where all wash water, drippings, runoff, etc. is collected and properly disposed, and preferably offsite).
- All spent fluids (including motor oil, radiator coolant, and/or other fluids) and used vehicle batteries must be collected, stored, and recycled as hazardous waste off site.
- All construction debris and sediments (if sediments are not incorporated on site) must be properly disposed. Plans must indicate the approved disposal site.
- Dry cleanup methods (i. e. absorbent materials, cat litter, and/or rags) must be used whenever possible. If water is used, the minimal amount required to keep dust levels down is used.
- Spilled dry materials must be swept up immediately.
- All questionable motor oil, coolant, transmission fluid, and hydraulic fluid hoses, fittings, and/or seals on construction equipment must be replaced. All mechanical equipment must be inspected on a daily basis to ensure there are no motor oil, transmission fluid, hydraulic fluid, and/or coolant leaks. All leaks must be repaired in the equipment staging area or other suitable location (away from watercourses) prior to resumption of construction activity.
- Hydraulic fluids in mechanical equipment working within the active stream channel may not contain organophosphate esters.
- During construction the operator may not dump any trash and/or construction debris into the wetted channel; all trash and/or construction debris must be collected and properly disposed. When working in and/or near fish-bearing streams, or their tributaries, oil absorbent and spill containment materials must be located on site when mechanical equipment is in operation. If a spill occurs, (1) no additional work may occur in-channel until mechanical equipment has been inspected and the leak has been prepared, (2) the spill has been contained, and (3) the CDFW and NMFS are contacted to evaluate the impacts of the spill.
- During the project activities, all trash and food that may attract potential predators of salmonids (e. g. raccoons, piscivores, etc.) must be properly contained, removed from the work site, and disposed of daily

Special Status Species Protection Measures: *Santa Cruz long-toed Salamander*

1. A biological shall have the authority to halt work activities that may affect the salamander.
2. The project area, including access roads and construction staging areas, will be limited to the minimum area necessary. Project related activities will be restricted to these established roads or staging areas.
3. Workers will be educated on how to identify the Santa Cruz long-toed salamander and the proper protocol to follow if a salamander is encountered during project activities.
4. Construction will cease and the Service and CDFW will be contacted if a Santa Cruz long-toed salamander is observed on or near the project area.

EXHIBIT F
CONDITIONS OF DEVELOPMENT

EXHIBIT G

FUNDING CONDITIONS

The following are conditions and requirements “Funding Conditions” have been imposed on RCDSCC. The Contractor acknowledges and agrees to the Funding Conditions set forth below. Additionally, Contractor shall perform or cause to be performed through its contractors the Funding Condition set forth below:

STATE FUNDING REQUIREMENTS

The Contractor agrees to be bound by all applicable provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.

Consultant shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices

Pursuant to Government Code §8546.7, the Contractor shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement, including but not limited to, the cost of administering the Grant Agreement. All records of Consultant shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

Contractor is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

Contractor, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.

Contractor affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

Contractor agrees to expeditiously provide throughout the term of the Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

Contractor shall name the State, its officers, agents employees and Landowner as additional insureds by separate endorsement on their liability insurance for activities undertaken pursuant to this Agreement.

Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

FEDERAL FUNDING REQUIREMENTS

(a) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(b) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(c) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C.

3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(d) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(e) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(f) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(h) The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT H
INVOICING PROCEDURES

Payment will be received by the Contractor within a maximum of sixty (60) to one hundred and twenty (120) days after complete submittal of the below documentation. Payment will be allotted based on the following language up to \$ [Click or tap here to enter text.](#)

Note: Contractor will not be paid until all Contractor Monitoring Unit requirements have been completed.

Invoice *will not* be processed until the following requirements are met:

- Invoices are due no more frequently than monthly by the 10th of each month.
- Current W9 form completed and returned to RCDSCC.
- Invoices submitted by Contractor, in support of reimbursement request and shall include the following information:
 - A. Costs incurred for work performed in implementing the Project contracts during the period identified in the particular invoice.
 - B. All receipts and invoices in the appropriate format requested by the undersigned RCDSCC representative.
 - C. Evidence of payment for all costs incurred.
 - D. Invoices shall be submitted on forms provided by RCDSCC and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, the RCD contract number, and the total amount due. Final invoice should state “FINAL INVOICE.”
 - ii. Invoices must be itemized based on the categories specified. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. Invoices received by the 10th of each month shall be considered for inclusion in the request for reimbursement by RCDSCC
- iv. Original signature and date (in ink)

EXAMPLE INVOICE TEMPLATE

TO: Resource Conservation District of Santa Cruz County 820 Bay Ave, Ste. 136 Capitola, CA 95010		Contractor's Invoice No. _____ Date. _____				
Project: Attn:		Billing Period: _____				
TASKS	HRS	RATE	CURRENT BILLING	PREVIOUS BILLING	ORIGINAL BUDGET	BALANCE
EXAMPLE INVOICE ONLY						
Task 1. MOBILIZATION/ DEMOBILIZATION					\$250	
Smith, John	2	\$30	\$60	\$0		
Smith, Jane	1	\$25	\$25	\$25		
TASK 1 SUBTOTAL	3		\$85	\$25	\$110	\$140
Task 2. CREEK DIVERSION AND DEWATERING					\$200	
Smith, John	1	\$30	\$30	\$30		
TASK 2 SUBTOTAL	1		\$30	\$30	\$60	\$140
Task 3. SITE PREPARATION					\$500	
Smith, John	2	\$30	\$60	\$0		
30 ft-Chain Link Fence			\$200	\$0		
TASK 3 SUBTOTAL	2		\$260	\$0	\$260	\$240
Task 4. EARTHWORK					\$500	
Smith, John	3	\$50	\$150	\$50		
TASK 4 SUBTOTAL	3		\$150	\$50	\$200	\$300
Task 5. HABITAT ENHANCEMENT STRUCTURES					\$500	
Smith, John	2	\$50	\$70	\$0		
TASK 5 SUBTOTAL	2		\$70	\$0	\$70	\$430
Task 6. EROSION CONTROL					\$500	
Smith, John	2	\$40	\$80	\$40		
TASK 6 SUBTOTAL	2		\$80	\$40	\$120	\$380
TOTAL INVOICED	13		\$675	\$145	\$2,450	\$1,630

X _____
SIGNATURE/TITLE/DATE

EXHIBIT I
INSURANCE

EXHIBIT J
BONDS

EXHIBIT K
LANDOWNER AGREEMENT

To be provided to successful bidder

EXHIBIT L
PREVAILING WAGES

STATE

LABOR CODE

SECTION 1720(a), 1771, 1774, 1775, 1776 and 1777.5

Federal Funding Sources Davis Bacon Rates:

**EXHIBIT M
CHANGE ORDER FORM**

**RESOURCE CONSERVATION DISTRICT
OF SANTA CRUZ COUNTY
CONTRACT CHANGE ORDER**

Contractor:	Change Order Number:
Name Of Contract:	Date:
Project Name/Site:	

Contractor is hereby requested to comply with the following changes from the Contract Plans and Specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
	\$	\$
TOTALS	\$	\$
NET CHANGE IN CONTRACT PRICE	\$	\$

Justification:

The amount of the Contract will be will be (Decreased) (Increased) By the Sum of:
_____ Dollars (\$ _____).

The Contract Total Including this and previous Change Orders Will Be: _____
_____ Dollars (\$ _____).

The Contract Period Provided for Completion will be (Increased) (Decreased)(Unchanged):
_____ Days.

This document will become a supplement to the Contract and all provisions will apply hereto.

RCDSCC: _____	Date: _____
RCDSCC Engineer: _____	Date: _____
Contractor: _____	Date: _____