

REQUEST FOR BIDS

Mt. Gilead Water Conservation and Streamflow Enhancement Project

Funded by grants from
California Department of Fish and Wildlife

Sponsored by the
GOLD RIDGE RESOURCE CONSERVATION DISTRICT

April 17, 2024
Revised May 16, 2024

Gold Ridge Resource Conservation District
2776 Sullivan Rd
Sebastopol, CA 95472

Request for Bids

Mt. Gilead Water Conservation and Streamflow Enhancement Project

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Exhibit G: Gold Ridge RCD Best Management Practices for Construction

Published by the authority of:

Gold Ridge RCD Board of Directors

2776 Sullivan Rd

Sebastopol, CA 95472

(707) 823-5244

Gold Ridge Resource Conservation District
Mt. Gilead Water Conservation and Streamflow Enhancement Project
REQUEST FOR BIDS

A. Introduction

This project is being constructed by the Gold Ridge Resource Conservation District (Gold Ridge RCD) using grant funding from the California Department of Fish and Wildlife.

The Gold Ridge RCD is a division of state government under Division 9 of the Public Resources Code, and is responsible for conservation of soil, water, and other natural resources.

For the purposes of the bid documents, the project owner is stated as the Gold Ridge RCD Board of Directors.

“Landowner” shall refer to the landowner on whose property the project is being implemented.

Work will be supervised by the Gold Ridge RCD and our design consultant.

B. Documentation

Attached to this Request for Bids are copies of project and contract documents, including the following:

- Exhibit A: Project plans and specifications
- Exhibit B: Cost proposal form
- Exhibit C: Bid evaluation form
- Exhibit D: Sample contract
- Exhibit E: Gold Ridge RCD insurance requirements
- Exhibit F: Billing instructions for contractors
- Exhibit G: Gold Ridge RCD Best Management Practices for Construction

Additional project specifications and information may be provided at the bid tour. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding all aspects of project construction and administration. The Bid Evaluation Form (Exhibit C) will be used by RCD staff to objectively score all bids for presentation to the Board of Directors. Contract documents (Exhibits D and E) will be included in the final contract made between the successful bidder and the Gold Ridge RCD.

C. Location

The project site is a camp and conference center located at 13485 Green Valley Road, Sebastopol, CA.

D. Plans and Work Sites

The submission of a bid shall constitute certification by the bidder that they have:

- A. Visited the project site to familiarize themselves with local conditions that in any manner affect cost, progress, or performance of the work;
- B. Familiarized themselves with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work;
- C. Thoroughly examined and understand the bid documents, exhibits, plans, specifications, and reports.

E. Scope of Work

The scope of work includes all equipment, labor and specified materials per Exhibit A: Plans and Specifications. This includes the following:

- A. Site preparation work, including grubbing
- B. Grading, including water tank pad subgrade preparation and athletic field rough and final grading
- C. Concrete water tank pad construction and tank anchor layout
- D. Installation of water conveyance components, including piping, pumps and valves
- E. Installation of irrigation system, including valves and controls
- F. Athletic field soil testing, soil amendment and sod installation
- G. Phone line relocation
- H. Electrical work
- I. Erosion control measures

The scope of work **does not include the following items** included on the plans/specs:

- A. County of Sonoma Building Permit acquisition
- B. County of Sonoma Grading Permit acquisition

Bids shall include costs for furnishing all labor, equipment, and materials necessary to perform all work as described in Exhibit A.

Labor and equipment: Bids shall include costs for furnishing necessary labor and equipment to carry out all tasks detailed in Exhibit A.

- Subcontracts are allowable for specialized work. Subcontractors are subject to approval by the Gold Ridge RCD, and should be identified on the Cost Proposal form.
- Labor costs (including subcontractor labor costs) shall be based on current prevailing wage rates (see section entitled "Wages" below).
- Equipment costs shall include all fuel costs. Added fuel surcharges not included in the bid will not be paid.

Materials: All required materials and any associated delivery costs shall be included in the bid.

J. Project Cost and Funding

Funding for the project is through grants from the California Department of Fish and Wildlife.

The engineer's cost estimate for the project is **\$707,466**.

K. Project Timeline

- A. LETTER OF INTENT: Contractors wishing to attend the bid tour must submit a Letter of Intent to GOLD RIDGE RCD no later than **5 PM, Monday, May 6, 2024**. Letters of Intent may be hand delivered to the GOLD RIDGE RCD office, submitted via US Mail, or emailed to wspangler@goldridgercd.org. Please note that Letters of Intent must be **received** at GOLD RIDGE RCD by this time. A postmark is not sufficient.
- B. PRE-BID TOUR: A mandatory pre-bid site tour will be held on **Wednesday, May 8, 2024, at 10 AM**. Meet at Mt. Gilead Bible Camp and Conference Center grounds, 13485 Green Valley Road, Sebastopol, CA. **Contractors planning to submit a bid must attend the site tour.**
- C. QUESTIONS: Final project questions due to Gold Ridge RCD by **5PM, Monday, June 10**, by email to wspangler@goldridgercd.org and john@goldridgercd.org.
- D. BID SUBMISSION DEADLINE: Sealed bids must be **received** at the Gold Ridge RCD office by **5 PM, Monday, June 17, 2024**. RCD staff will evaluate bids and may make a contract award recommendation to the GOLD RIDGE RCD Board of Directors.
- E. CONTRACT AWARD: A decision on the award of a contract will be made at the next regularly scheduled GOLD RIDGE RCD Board of Directors meeting at **3:30 PM, Thursday, June 20, 2024**. A contract may be awarded at this time, or the RCD Board may reject all submitted bids and instruct staff to solicit additional bids.
- F. CONTRACT DATE: A contract shall be formed no later than **Tuesday, July 9, 2024**. The successful bidder shall provide the required insurance and bonding information by this date.
- G. WORK SCHEDULE: Once a contract has been formed, work on the project may commence, with the following conditions:
 - i. County of Sonoma permitting must be complete.
 - ii. All work is dependent on favorable weather conditions.
 - iii. Contractor shall coordinate the commencement of work with the Gold Ridge RCD.
 - iv. No work shall begin until authorized by the Gold Ridge RCD.
 - v. Construction will preferably begin after August 5, 2024, following the conclusion of the camp's primary summer activities.

The deadline for completion of all ground disturbing activities is **October 31, 2024**, although this deadline may be extended at the discretion of the Gold Ridge RCD if weather conditions allow. All project tasks shall be completed by **March 31, 2025**.

L. Prevailing Wage Laws

This project is considered a public work or public improvement, and is therefore subject to prevailing wage and other requirements enumerated in Chapter 1

(commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code. Wage documentation, including certified payrolls, will be required of the contractor and subcontractors. A labor compliance monitoring preconstruction handout will be distributed at the bid tour.

M. Registration Pursuant to Labor Code Section 1725.5

All contractors and subcontractors who will perform any portion of the work must be CURRENTLY REGISTERED AT THE TIME OF BID SUBMISSION with the California Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. Bids submitted by contractors, or including subcontractors, who are not registered will be rejected.

N. Permits

The Gold Ridge RCD will be responsible for obtaining all necessary permits. Notice to proceed is contingent upon receipt of permits. Copies of all permits will be provided to the Contractor.

O. Inspections

All work performed on this project shall be subject to regular inspections by the Gold Ridge RCD, our design consultant Prunuske Chatham Inc., our geotechnical engineer RGH, and the Sonoma County Department of Public Health. The Contractor shall not cover any work prior to these inspections. It is the Contractor's responsibility to contact the Project Manager to conduct required inspections. Inspections shall occur during construction and at job completion.

P. Private Property; Sensitive Areas

The project site is on private property that is accessible to the public. Contractor shall take all precautions and measures necessary to protect the safety of residents, visitors and property. Contractor shall take all precautions and measures necessary to protect the environmental integrity of the site, including but not limited to the protection of all plants, animals, and aquatic life. See Exhibit G: Gold Ridge RCD Best Management Practices for Construction.

Q. Licenses

To submit a bid on this contract, a current California Class A General Engineering License is required.

R. Safety Plan

A written safety plan shall be submitted to the Gold Ridge RCD by the successful bidder prior to the start of construction activities.

S. Submission of Bids

Bids shall be submitted on the Cost Proposal Form attached hereto (Exhibit B). Be sure to fill out the Cost Proposal Form completely, including total bid amount and unit costs

for the items listed, and provide references pertinent to the construction plans if possible. **NOTE: It is not necessary to include a copy of the entire RFB with the bid.**

T. Bid Security

Bid security in the amount of five percent (5%) of the bid price in the form of a certified check or bid bond is required. **Bids submitted without bid security will not be accepted.** The successful bidder's security will be retained until he/she has entered into a bona fide contract with the Gold Ridge RCD and has supplied the necessary insurance certificates and performance bonds, if required. Failure to enter into a contract or to provide the proper required bonds and/or certificates of insurance will result in forfeiture of both bid security and status as the successful bidder. Unsuccessful bidders may pick up their bond/certified check themselves at any time after the board decision has been finalized. All bid security documents will be returned to unsuccessful bidders by mail within seven business days of the contract award decision.

U. Evaluation of Bids

The Gold Ridge RCD will accept the proposal which is of the greatest advantage to the project and the RCD. The Gold Ridge RCD has the right to reject any and all proposals and add alternates. The Bid Evaluation Form (Exhibit C) lists the objective criteria that will be used to evaluate all bid proposals. **The Gold Ridge RCD is not required to accept the low bid.**

V. Contract and Payment

A lump sum contract will be awarded to the successful bidder for all work described in Exhibit A and the Scope of Work above. Submission of invoice for lump sum payment to the Contractor may be made following completion of work and final inspection, or progress invoices may be submitted for payment in accordance with the provisions described in 5(B) of the attached sample contract (Exhibit D). Liquidated damage provisions are detailed in 5(C) of the attached sample contract (Exhibit D). Payment policy and instructions for vendors are attached hereto as Exhibit F.

W. Bonds

If the Contract value is greater than twenty-five thousand dollars (\$25,000), the Contractor shall provide a performance bond in favor of the Gold Ridge RCD in the amount of one hundred percent (100%) of the contract price and a payment bond in favor of the Gold Ridge RCD in the amount of fifty percent (50%) of the contract price.

X. State Agency Grant Funding

This project is funded by grants from the California Department of Fish and Wildlife. The Gold Ridge RCD submits invoices for these grants on a monthly basis and will reimburse Contractor within seven (7) days following the first Gold Ridge RCD Board of Directors meeting after receipt of payment from the grantor.

EXHIBIT A
Project Plans and Specifications

Mt. Gilead Water Conservation and Streamflow Enhancement Project

Plans and specifications accompany this Request for Bids and are available for download as separate files from the project's website: <https://goldridgercd.org/mt-gilead-water-conservation-and-streamflow-enhancement-project/>

Mt. Gilead Water Conservation and Streamflow Enhancement Project – Plans
Mt. Gilead Water Conservation and Streamflow Enhancement Project –
Specifications
Rainwater Tank Drawings
Pavilion/Gable Building Drawings
Pavilion/Gable Building Gutter Schematic

EXHIBIT B
Cost Proposal
Mt. Gilead Water Conservation and Streamflow Enhancement Project

To: Board of Directors, Gold Ridge Resource Conservation District

We, the undersigned, having familiarized ourselves with all project plans and local conditions affecting the cost of work to be done, along with the cost proposal and contract documents, hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete the project as specified and described in Exhibit A.

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the Gold Ridge RCD for the rates and prices for said work as indicated below.

We, the undersigned, understand that the contract is a lump sum contract. The Contractor cannot be paid over the not-to-exceed sum without a change order from the Gold Ridge RCD. The Gold Ridge RCD will not be responsible for any loss of anticipated profits due to reductions in the size of the contract.

1. BID SCHEDULE

Item #	Description	Unit	Amount
1	Mobilization, staging, and demobilization	LS	
2	Tank fill system and gutters	LS	
3	Fill piping to tanks	LS	
4	Water storage tank concrete pads	LS	
5	Irrigation system	LS	
6	Soil amendment and grading	LS	
7	Turf replacement	LS	
8	Phone line relocation	LS	
	Total bid	LS	

Total Bid (in numbers): _____

Total Bid (in words):

2. CERTIFICATION

I hereby certify that:

A. All of the statements herein made by me are made on behalf of:

(i) a corporation organized and existing under the laws of the State of California, governed by:

President _____

Vice-President _____

Secretary _____

Treasurer _____;

or

(ii) a partnership consisting of: _____

and _____;

or

(iii) an individual trading as:

in the County of _____, State of _____

B. I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;

C. I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;

D. I have full authority to make such statements and to submit this bid on the Company's behalf; and

E. The statements herein are true and correct.

Signature _____ Date _____

By _____

Title _____

Calif. Contractor's License #: _____ Classification: _____

Name of Qualifier for License: _____

Federal Tax Identification #: _____

Company Address: _____

Phone: _____ Email: _____

Project Representative: _____

Representative's Phone: _____ Email: _____

3. SUBCONTRACTORS

List subcontractors you are planning to use on this project, if any. Provide company name and California contractor license number and classification.

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

4. REFERENCES

List projects and contact information for use as reference, or attach reference documentation (please refer to EXHIBIT C: Bid Evaluation Form).

PROJECT NAME _____

Brief description of project:

Date(s) constructed:

Reference (name & phone) _____

PROJECT NAME _____

Brief description of project:

Date constructed:

Reference (name & phone) _____

PROJECT NAME _____

Brief description of project

Date constructed:

Reference (name & phone) _____

EXHIBIT C
Bid Evaluation Form
Mt. Gilead Water Conservation and Streamflow Enhancement Project
Gold Ridge Resource Conservation District

(NOTE: This is provided in the bid packet as an example to show bidders how bids will be scored. Please do not fill out – it will be completed by RCD staff)

Contractor name: _____

#	Category	Score
1	Experience working with Resource Conservation Districts or other public agencies (0 or 2 points) ¹ .	
2	Contractor’s primary business address is located within a 30-mile radius of the job site (0 or 2 points).	
3	Low bid (0 or 1 point) ²	
4	Cost considerations (0, 1 or 3 points) ³	
5	Experience with similar projects (water conveyance and controls, irrigation, soil and sodding etc.) as demonstrated by list of completed projects and references (0, 1 or 3 points). ⁴	
6	Knowledge of and experience with central and/or north coastal California environmental constraints (soils, topography, hydrology etc.) (0, 1 or 3 points). ⁵	
Total score:		

Note: Categories 5 and 6 are determined by examining relevant project experience as provided by the bidder, including references.

¹ Yes = 2, No = 0

² Low bid = 1

³ Cost considerations are based on engineers estimate, and points are allocated as follows:

- More than 10% below designer’s low range estimate = 3
- Within +/- 10% of designer’s estimate = 1
- More than 10% above designer’s high range estimate = 0

⁴ 5+ years of documented experience = 3

2 – 5 years of documented experience = 1

less than 2 years of documented experience or no reference provided = 0

⁵ 5+ years of documented experience = 3

2-5 years of documented experience = 1

less than 2 years of documented experience or no reference provided = 0

EXHIBIT D

SAMPLE CONTRACT

between

Gold Ridge Resource Conservation District

and

CONTRACTOR

Mt. Gilead Water Conservation and Streamflow Enhancement Project

RECITALS

This contract (hereinafter the Contract) is between the Gold Ridge Resource Conservation District (GRRCD) and CONTRACTOR (CONTRACTOR) for services required through California Department of Fish and Wildlife (CDFW) under **CDFW Grant Agreements Q2230400 and Q2296507**.

CONTRACTOR is to be considered an independent contractor, and all persons employed by CONTRACTOR in connection with works covered by this Contract are not to be considered employees of GRRCD in any respect whatsoever.

This Contract supersedes and replaces any previous understanding, agreement or contract, written or verbal, between GRRCD and CONTRACTOR.

TERMS AND CONDITIONS

- 1. Effective and End Dates.** The effective date of this Contract is DATE. Work under this Contract shall continue until either party terminates the Contract; however, with respect to services initiated under the Contract, the terms and conditions herein shall continue through completion of such services, or until DATE, whichever comes first.
- 2. Schedule.** Work may start immediately upon execution of this Contract, subject to approval by GRRCD. CONTRACTOR shall submit his/her project work schedule to GRRCD within three working days of the request. Construction of all project components shall be substantially complete by DATE (DEADLINE). DEADLINE may be extended by mutual agreement of GRRCD and CONTRACTOR.
- 3. Termination.** Either party shall have the right to terminate this contract for any reason upon 15-day written notice to the other party. In the event of such termination, CONTRACTOR will be entitled to payment for all work performed under this Contract prior to termination.
- 4. Scope of Work.** In accordance with the activities described in the CDFW grants to GRRCD, a Scope of Work for this Contract (Exhibit A) has been attached hereto and incorporated by reference herein. CONTRACTOR represents itself to be experienced and competent to perform such services. These services are in connection with GRRCD's engagement by CDFW to administer the Mt. Gilead Water Conservation and Streamflow Enhancement Project, and are to be rendered in partial discharge of that engagement and in accordance with the terms thereof.

Services to be provided by CONTRACTOR are described in Exhibit A, which includes the plans and specifications for the work to be performed, and Exhibit B, which specifies CONTRACTOR's equipment, labor and other relevant rates.

In requesting the services as outlined in Exhibit A and any subsequent exhibits, neither GRRCD nor CDFW assumes an obligation to provide further funding or support to CONTRACTOR beyond the terms stated in the exhibits.

5. Payment and Fees

- A. This is a lump sum contract. GRRCD and CONTRACTOR agree that if additional services are needed, a mutually agreeable change order to this contract will be prepared.
- B. Payment in full shall be made to CONTRACTOR upon completion and final inspection of all project work, according to the conditions in 5(B) below. Progress invoices are acceptable, and shall be submitted no more frequently than monthly. All invoices rendered to GRRCD by CONTRACTOR shall indicate the number of hours and dates worked for each piece of equipment or labor classification, cost for materials and subcontractors, and such additional information as GRRCD shall reasonably request. The total compensation shall in no event exceed \$AMOUNT without express written approval by GRRCD. The compensation provided for in this article shall be the total consideration to CONTRACTOR, and shall include all of CONTRACTOR's expenses incurred in rendering requested services.
- C. If construction of all project components is not substantially complete by DEADLINE in Section 2 above or agreed extension, whichever is later, total compensation shall be reduced by 1% of the amount in 5(B), and by a further 1% of the amount in 5(B) for each month that passes after DEADLINE or agreed extension, whichever is later, until work on all project components is substantially complete.
- D. An original invoice with all required documentation shall be submitted to: Gold Ridge Resource Conservation District, 2776 Sullivan Road, Sebastopol, CA 95472, Attn: Will Spangler, or by email to wspangler@goldridgercd.org. Electronic submission is preferred.
- E. Compensation shall be paid to CONTRACTOR within 30 days after GRRCD has received payment from and/or CDFW. After GRRCD has received payment for work completed, the GRRCD Board of Directors shall review the invoice to be paid at their regularly scheduled meeting on the third Thursday of the month. No invoice can be paid without Board approval.

6. Wages. The Mt. Gilead Water Conservation and Streamflow Enhancement Project is being implemented by the Gold Ridge Resource Conservation District, a public agency, under contract to the California Department of Fish and Wildlife. This project is considered a public work or public improvement, and **is subject to prevailing wage, training of apprentices and other requirements** enumerated in Chapter 1 (commencing with Section 1770) of Part 7 of Division 2 of the California Labor Code. The project is subject to labor compliance requirements, and CONTRACTOR and all subcontractors will be required to submit all required documentation as a prerequisite to progress and final payments.

7. Oversight and Inspections. All work performed on this project shall be subject to oversight and regular inspections by GRRCD, our design consultants, and the Sonoma County Department of Public Health. A schedule of required GRRCD inspection points is attached to this contract as Exhibit XX. All work items shall be completed in accordance with detail provided in the plans, specifications and typical diagrams included in Exhibit A, and shall be subject to final approval by GRRCD. CONTRACTOR shall have no responsibility whatsoever for inspections and/or reporting to the GRRCD Board of Directors or granting agencies about the progress of the work.

- 8. Final Inspection.** When the work performed by CONTRACTOR on each project site is substantially complete, CONTRACTOR shall notify GRRCD that the work will be ready for final inspection on a definite date, which shall be stated in such notice. Notice may be given in writing, by email or verbally, and shall be given at least five (5) days prior to the stated date for final inspection. If the GRRCD Project Manager determines that the status of the work is as represented, he will conduct the final inspection on the date stated in such notice, or as soon thereafter as is practicable.
- 9. Safety and Protection.**
- A. Fire precautions. CONTRACTOR shall have on hand and maintain the following tools and equipment while working on the job site: an approved five-pound ABC fire extinguisher, a back pump water-type fire extinguisher and one round-pointed, shovel, McLeod, or other grubbing tool suitable for fire-fighting per person working on the project. All portable gasoline-powered equipment shall have approved spark arrestors in place and functioning properly. Stationary equipment shall have a 10-foot fire break around it.
 - B. Protection of Property. CONTRACTOR shall take care not to damage property on which the project is being constructed. This includes, but is not limited to, damage to roads and access routes resulting from vehicle or equipment use. CONTRACTOR will be required to repair damage resulting from CONTRACTOR's activities at his/her own expense.
- 10. Performance of Services.** CONTRACTOR agrees to render its services as stated in Exhibit A. CONTRACTOR shall give immediate notice to GRRCD where any event occurs or condition arises which CONTRACTOR considers to constitute a basis for any modification of this Contract. GRRCD and CONTRACTOR shall mutually agree on cost and completion date adjustments suitable for any such modification.
- 11. Delays.** Neither GRRCD nor CONTRACTOR shall be liable for default or delay under this Contract caused by acts of God, or other events beyond the control of such party. Such acts or events shall include storms, floods, fires, epidemics, war, riot, strikes, lockouts, or other labor disputes, and acts of the government, its agencies or officers, federal, state, or local.
- 12. Suspension of Services.** GRRCD may suspend performance of services hereunder at any time by written note to CONTRACTOR. Any suspension shall extend the Contract completion date commensurately. GRRCD shall pay CONTRACTOR necessary and reasonable costs incurred by CONTRACTOR directly attributable to the suspension in addition to other compensation provided for by this Contract.
- 13. Proprietary and Confidential Information.** There is a possibility that as part of executing the work described in exhibit(s) CONTRACTOR will need to obtain and use information considered confidential or proprietary by GRRCD or its subcontractors. In this instance, GRRCD will inform CONTRACTOR that GRRCD or its subcontractors considers such information confidential or proprietary. CONTRACTOR agrees that, during and after the term of this Contract, it will not directly or indirectly disclose to any third person, nor use for its own benefit or the benefit of anyone other than GRRCD, such confidential or proprietary information without obtaining prior authorization from GRRCD.
- 14. Ownership of Materials and Documentation.** It is understood that all materials resulting from the efforts of CONTRACTOR in connection with this Contract, including documents, reports, calculations, maps, photographs, computer programs, computer printouts, notes, and any other pertinent data are to be the property of GRRCD. They shall be retained by CONTRACTOR for a minimum of three (3) years, and shall not thereafter be disposed of

without prior written notice to GRRCD. Reuse of these materials by CONTRACTOR on projects other than the Mt. Gilead Water Conservation and Streamflow Enhancement Project is prohibited without written permission from GRRCD. Notwithstanding anything in this provision, GRRCD and CONTRACTOR are obligated to abide by 37 CFR Part 401 (*Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements*).

- 15. Accounting, Auditing and Evaluation.** CONTRACTOR shall prepare and maintain accounting records in support of all amounts billed to GRRCD. CONTRACTOR's files and records directly relating to performance of this Contract and billing therefore shall be subject to audit by GRRCD and/or CDFW at all times during the course of the project and for a period of three (3) years after project completion. CONTRACTOR further agrees to provide timely responses to all reasonable requests for information from GRRCD and CDFW for purposes of evaluating the accomplishments of the Project for a period of five (5) years after the date on which the final reports for the project are provided.
- 16. Subcontracting.** The services under this Contract shall be rendered by CONTRACTOR, and shall not be subcontracted to be performed by any other party without the prior written consent of GRRCD. Inclusion of specific subcontractors in attached exhibit(s) approved by GRRCD constitutes approval of said subcontractors.
- 17. Liability and Indemnity.** As an independent contractor, CONTRACTOR shall be responsible for its own operations, personnel and activities and assumes all liability for its negligent acts or willful misconduct in the course of work to be performed and for breach of any of the terms of this Contract. GRRCD and CONTRACTOR mutually agree, to the fullest extent permitted by law, to defend, indemnify, and hold each other, and CDFW harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, willful misconduct, errors, or omissions in the performance of their services under this Contract.

CONTRACTOR assumes all liability for workers' compensation and employer's liability coverage for its own employees.

- 18. Compliance with Applicable Laws.** CONTRACTOR shall comply with any safety rules and procedures provided by GRRCD when working on the project, and with all applicable provisions of federal, state and local equal employment opportunity laws, rules, regulations and orders described in this Contract and with all other applicable laws, rules, regulations and orders.
- 19. Insurance Requirements.** CONTRACTOR agrees to procure and maintain insurance of the kinds and amounts detailed below (Exhibit C) from insurance companies authorized to do business in the state of California, covering all operations under this Contract. CONTRACTOR shall furnish to GRRCD a certificate(s) signed by an authorized representative of the insurance company (ies) showing that CONTRACTOR has satisfactorily complied with the insurance provisions herein within 5 days of the effective date of this Contract.

CONTRACTOR shall maintain at its own expense and provide evidence of sufficient commercial general and automobile liability, workers' compensation insurance as required by law or regulation for performance of services under this Contract.

- 20. Nondiscrimination.** CONTRACTOR shall comply will all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination. CONTRACTOR agrees not to unlawfully discriminate, harass or to allow harassment against any employee or applicant

for employment because of sex, race, religious creed, color, ancestry, age, marital status, physical disability, mental disability, medical condition, national origin and denial of family care leave.

21. Governing Law and Venue. The parties agree that this Contract, including its performance, validity, and interpretation, shall in all respects be governed by the laws of the State of California. The State of California, County of Sonoma, shall be the jurisdiction and venue for any dispute arising out or in connection with this Contract.

22. Dispute Resolution.

A. Intent. The parties intend to resolve all disputes and other matters in question arising out of or relating to the interpretation, application, performance or breach of any term, covenant or condition of this Contract through reasonable business-like negotiations without resort to litigation. If a dispute should arise regarding the obligations of GRRCD or CONTRACTOR, the parties shall attempt to resolve the dispute in accordance with this Dispute Resolution section. Unless GRRCD requires otherwise, and regardless of the size or nature of the dispute, CONTRACTOR shall not cease or delay performance of its obligations under the Contract during the existence of any dispute, and GRRCD shall pay to CONTRACTOR all amounts owing that are not subject to dispute or offset.

B. Resolution Procedure. GRRCD and CONTRACTOR shall attempt to resolve any disputes in accordance with the following procedures:

i. Special Meeting

GRRCD will call a special meeting for the resolution of disputes. The meeting shall be held within three (3) working days after delivery of written request for such meeting specifying the nature of the dispute to be resolved. If a meeting is called prior to commencement of the construction, the meeting shall be held at the Gold Ridge RCD's offices; thereafter, the meeting shall be held at the project site. The meeting shall be attended by representatives of GRRCD and CONTRACTOR. Such representatives shall have authority to resolve the dispute and shall not be an attorney(s) actively practicing law.

ii. Mandatory Mediation

If the dispute has not been resolved within five (5) working days after the special meeting, both parties shall engage in a mediation proceeding, which shall be attended by all parties to the dispute and which, unless all parties to such proposed mediation proceeding agree otherwise, shall be conducted by an independent mediator, such as Judicial Arbitration and Mediation Service in San Francisco, California, in accordance with its procedures. The costs of mediation shall be shared equally by all parties to such mediation.

iii. Settlement

If, as a result of the mediation, a voluntary settlement is reached and the parties agree that such settlement shall be reduced to writing, the Contract may be enforced as a settlement agreement in the Sonoma County Superior Court. Such agreement shall be and have the same force and effect as an arbitration award in California and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

iv. Evidence Code

All proceedings under this Dispute Resolution section shall be subject to California Evidence Code Section 1119. The restrictions set forth therein on the use of evidence from the special meeting or mediation shall apply to any arbitration as well as any

court proceeding. The parties expressly agree to abide by subdivisions (a) and (b) of Section 1119, which provide as follows:

1. Subject to the conditions and exceptions provided in the section, when persons agree to conduct and participate in mediation for the purpose of compromising, settling, or resolving a dispute:
 - a. Evidence of anything said or of any admission made in the course of the mediation is not admissible in evidence, and disclosure of any such evidence shall not be compelled, in any civil action (or arbitration) in which, pursuant to law, testimony can be compelled to be given.
 - b. Unless the document otherwise provides, no document prepared for the purpose of, or in the course of, or pursuant to the mediation, or copy thereof, is admissible in evidence, and disclosure of any such document shall not be compelled, in any civil action (or arbitration) in which, pursuant to law, testimony can be compelled to be given.
2. Subdivision a does not limit the admissibility of evidence if all persons who conducted or otherwise participated in the mediation consent to its disclosure.
3. The presentation of evidence from any expert or consultant shall not waive the attorney-client or other privilege or exclusionary rule a party may later seek in another proceeding.

- v. The Contractor shall incorporate this Dispute Resolution into contracts with all subcontractors.
- vi. This Dispute Resolution procedure shall not in any way affect any statutes of limitation relating to any claim, dispute or other matter or question arising out of or relating to this Contract or the breach thereof. This dispute resolution procedure may be conducted before or during the pendency of any other legal proceedings between GRRCD and any third party.

22. Attorney's Fees. In the event either party brings an action or proceedings for damages arising out of the other's performance under this contract or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding.

23. Lobbying Certification and Disclosure. CONTRACTOR agrees, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL (Disclosure Form to Report Lobbying), in accordance with its instructions.

24. Delivery of Documents and Notices

The following addresses shall be used for delivery of required documents and notices to GRRCD or CONTRACTOR:

GRRCD: Gold Ridge Resource Conservation District
2776 Sullivan Rd.
Sebastopol, CA 95472
Attn: John Green

Contractor: CONTRACTOR
ADDRESS
ADDRESS

25. Signatures. Unless otherwise specified below, the following signatories are the authorized representatives upon whose decisions and information each party may rely in performance of this Contract. Any information or notices required or permitted hereunder shall be deemed to have been sufficiently given to either party if given to these signatories or to such other parties and/or address as they may subsequently designate.

This Contract is effective the date and year stated in Article No. 1.

GOLD RIDGE RESOURCE
CONSERVATION DISTRICT

CONTRACTOR

Address: 2276 Sullivan Rd.
Sebastopol, CA 95472

ADDRESS
ADDRESS

Signature: _____

Name: Brittany Jensen

NAME

Title: Executive Director

TITLE

Date: _____

EXHIBIT E

Gold Ridge RCD Insurance Requirements Contract Construction Services

The Contractor shall, at its expense, maintain or cause to be maintained the insurance coverages set forth with insurance companies acceptable to the Gold Ridge Resource Conservation District (GRRCD). Prior to commencement of services hereunder, the Contractor shall deliver to GRRCD certificate(s) (a) evidencing the issuance of insurance containing the coverages required herein and (b) providing that the insurance shall not be cancelled or materially changed without thirty (30) days' prior written notice to GRRCD.

Commencement or performance of services without delivering the certificate(s) of insurance shall not constitute a waiver of Contractor's obligation to provide the required coverages. Also, in the event coverages required herein are faulty in any respect, such shall not constitute a waiver of the Contractor's obligations to obtain the proper insurance. The policy (or policies) of insurance obtained by the Contractor, except Workers' Compensation, shall provide that GRRCD, the grantor, their respective officers, directors, employees, and agents are additional insured for all coverages, to the extent of the indemnity provided by the Contractor under this Contract.

1. **Workers' Compensation and Occupational Disease Insurance.** Workers' Compensation and Occupational Disease Insurance or the equivalent thereof, including U.S. Longshoremens and Harbor Workers coverage *if applicable*, in an amount necessary to comply with the laws of the countries and/or states of origin of the Contractor's expatriate employees and the country wherein the services are to be performed, with Employer's Liability coverage in the amount of \$1,000,000 each accident.
2. **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance including coverage for Contractual liability for this Contract, and Cross-liability, in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and property damage. If GRRCD's General Liability Insurance is written on a "claims-made" form, it must provide for (i) a retroactive date prior to, or coincident with, the commencement of service under this contract and (ii) a minimum extended claims reporting period of one (1) year.
3. **Automobile Liability Insurance.** If automobiles are to be furnished by the Contractor in performance of services under this Contract, Comprehensive Automobile Liability Insurance, covering all vehicles owned, non-owned, or hired, in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

General Conditions for Insurance

1. The Contractor hereby waives its rights of subrogation against the additional insureds to the extent of contractual liabilities assumed under this contract and shall cause its insurers to waive their rights of subrogation against the additional insureds.
2. With respect to insurance coverages maintain hereunder by the Contractor and insurance coverages separately obtained by the additional insureds, all insurance coverages afforded by policies of insurance maintained by the Contractor shall be primary insurance as such coverages apply to the additional insureds to the extent of contractual liabilities assumed under this contract, and such insurance coverages separately maintained by the additional insureds, shall be excess insurance.
3. Where use of subcontractors has been approved by GRRCD, the Contractor shall require all such subcontractors to obtain, maintain, and keep in force during the time in which they are engaged in performing work hereunder, adequate insurance coverage and furnish GRRCD acceptable evidence of such insurance upon request. Any deficiencies in such coverage shall be the sole responsibility of the Contractor.
4. No form of liability self-insurance, including, but not limited to, insuring with a parent, subsidiary, or affiliate organization, is acceptable or allowable under the terms of this contract unless agreed to by GRRCD prior to commencement of the work.

EXHIBIT F

Billing Instructions for Contractors

Process and timing

Contractor invoices will be reviewed by GRRCD staff before submittal to grant funders. Invoices may be submitted in hard copy or electronically to the address/email below. Electronic submission is preferred and will result in faster invoice processing.

Invoices will be scheduled for payment upon receipt of funds from the grantor, a process that may take up to 60 days from the time of submittal to the grantor by the District. Payments to contractors will be reviewed for approval by the Gold Ridge RCD Board of Directors at their next scheduled meeting following the receipt of funds. Contractors will be reimbursed within seven days of approval by the Board. No invoice can be paid without Board approval.

Format

Invoices should be submitted in the form detailed in Section 01 20 00: Price and Payment, in the project specifications document. To speed processing, your billing should include these elements:

Name: List your legal business name.

Tax ID #: List federal tax ID number. If you or your company are providing services (rather than being reimbursed for expenses) you must have a Form W-9 on file with the Gold Ridge RCD before payment can be issued.

Address: Where you want your check to be mailed.

Phone: Number where you can be contacted in case of questions.

Date: Date on which your invoice is composed.

Job name: This name must appear on all invoices for work done on this job.

Invoice #: Each invoice should have a unique identifying number. Do not use the date.

Please submit your invoice to:

Gold Ridge Resource Conservation District
2776 Sullivan Road
Sebastopol, CA 95472
Attn: John Green
john@goldridgercd.org

EXHIBIT G

Gold Ridge Resource Conservation District Best Management Practices for Construction

The project site is on private property that is accessible to the public. The contractor shall take all precautions and utilize all measures necessary to protect public safety and the environmental integrity of the site, including but not limited to the protection of plant, animal, and aquatic life. The following is an integral aspect of this construction project:

Limitations on earthmoving:

- BMPs for construction period runoff and erosion control will be employed, including, but not limited to, silt fencing, fiber rolls, gravel bag berms, sandbag barriers, storm drain inlet protection, tracking controls, and stockpile management.
- Access to all sites must be reviewed with the landowners and GRRCD. Exact location of access way, number of trips planned, and type of vehicles used shall be discussed. Contractor shall be responsible for repairing, at his own cost above and beyond the scope of work, any damage to property caused by access not approved by GRRCD.
- Existing ingress or egress points will be used when possible.
- Placement of temporary access routes, staging areas, and other facilities shall avoid disturbance to wildlife habitat and shall be restored to preconstruction conditions or better.
- Trash, litter, construction debris, cigarette butts, etc., must be stored in a designated area approved by the inspector or removed from the site at the end of each working day. Upon completion of work, contractor is responsible for removing all debris to the satisfaction of the inspector.
- Disturbance to existing grades and vegetation will be limited to the actual site of the conservation project and necessary access routes.
- Excavations left open overnight which pose a hazard public safety will be marked, and public exclusion measures will be taken, including temporary fencing where appropriate.

Limitations on construction equipment:

- No work will occur in flowing or standing water unless a dewatering plan is in place and has been agreed to by the CA Department of Fish and Wildlife.
- When heavy equipment is used, care must be taken to avoid existing and future septic system sites.
- The use or storage of petroleum-powered equipment shall be accomplished in a manner to prevent the potential release of petroleum materials into waters of the

state (Fish and Game Code 5650). The following precautionary measures will be required:

- All vehicles and equipment on the site must not leak any type of hazardous materials such as oil, hydraulic fluid, or fuel. Vehicles and equipment must be inspected and approved by the inspector before use. Fueling shall take place outside of the riparian corridor.
- If needed, a contained area located at least 50 feet from any watercourse will be designated for equipment storage, short-term maintenance, and refueling. If possible, these activities will not take place on the project site.
- Vehicles shall be inspected for leaks and repaired immediately.
- Contractor shall have emergency spill cleanup gear (spill containment and absorption materials) and fire equipment available on site at all times. These items are to be reviewed by inspector before construction begins.
- Leaks, drips and other spill are cleaned up immediately to avoid soil or groundwater contamination.
- Major vehicle maintenance and washing shall be done off site.
- All spent fluids including motor oil, radiator coolant, or other fluids and used vehicle batteries shall be collected, stored, and recycled as hazardous waste off site.
- Dry cleanup methods (i.e. absorbent materials, cat litter, and/or rags) shall be used whenever possible. If water is used, the minimal amount required to keep dust levels down shall be used.
- Spilled dry materials shall be swept up immediately.