



CACHE CREEK

CONSERVANCY

NOTICE TO CONTRACTORS AND BID DOCUMENTS

**PROPOSAL, BOND FORMS,
AND CONTRACT AGREEMENT**

for

Gordon Slough Erosion Repair Project

March 7, 2023

For use in connection with Public
Assistance grants funded by the
Federal Emergency Management
Agency (FEMA).

Bid Opening:

CACHE CREEK CONSERVANCY

34199 County Road 20, Woodland, California 95695

(530) 661-1070

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April 10, 2023

CACHE CREEK CONSERVANCY

34199 County Road 20, Woodland, California 95695

(530) 661-1070

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Invitation to Bid

The Cache Creek Conservancy received a Public Assistance grant from the Federal Emergency Management Agency (FEMA) in August 2019. This grant funded three projects: debris removal, trail repair, and repair of erosion on the Gordon Slough levee. The first two projects were completed in 2021. This Request for Proposal (RFP) is for the Gordon Slough Erosion Repair Project. The Gordon Slough levee was originally stabilized in 2003 and drawings are available for review. This project will return the Gordon Slough levee to its 2003 condition.

The Cache Creek Conservancy (Conservancy) is accepting sealed proposals **through 3 p.m., April 5, 2023**, for the Gordon Slough Repair Project. Proposals may be sent via mail addressed as follows:

Cache Creek Conservancy Gordon
Slough Attn: Nancy Ullrey,
Executive Director
P.O. Box 8249
Woodland, CA 95776

or may be dropped off at the Conservancy's office, 34199 County Road 20, Woodland, CA 95695, or emailed to nullrey@cachecreekconservancy.org. The bids will be publicly opened at **10 a.m., April 10, 2023**, scored, and a contract for the work will be awarded.

The Project. The Gordon Slough Erosion repair project is to repair erosion and slumping damage along the Salisbury Spillway channel and north levee due to winter storm flood flows in 2019. An estimated loss of 1,456 cubic yards of soil occurred over approximately 60 linear feet, 131 feet wide, and 5 feet high (approximately 7,500 square feet or 0.17 acres). Included in this project is a requirement for biological services consisting of monitoring, mitigation measures, and reporting.

Cache Creek Conservancy needs to install 735 cubic yards of compacted soil within the spillway channel and levee slope and to mitigate future erosion potential through the installation of 1,260 tons of 18 inch facing stones, 1,140 tons of half-ton rip-rap, 2,600 tons of quarter-ton riprap, and the planting of willows as natural erosion control.

Equipment anticipated to implement the proposed project will include dump trucks, semis, two excavators, bull dozer, front-end loader, water truck, finish grader/tractor, and hydroseeding equipment. Work activities may occur both from the levee top and within the spillway channel. Construction access will be from the existing graveled roadway that runs along the Salisbury Spillway north levee. The existing developed graveled roads and parking areas within the Cache Creek Conservancy rights-of-way will be used as staging areas for materials and equipment during the project.

Contract includes removing some overgrown invasive vegetation within the Salisbury Spillway channel to improve conveyance. Incidental non-native vegetation and tree removal in the remainder of the project area may occur, including access along the levee temporarily disturbing some existing vegetation or require limited vegetation or tree trimming. Tree trimming would only occur where necessary for equipment access along the levee. No elderberry shrubs will be disturbed by this project.

Construction of the project will last for approximately three weeks, 8-10 hours per day. All project activities are planned to occur during the dry season, low flow period (August 1 – September 30), to reduce the potential for adverse effects to aquatic-dependent species. The repair is immediately downstream of the Gordon Slough dam flow control structure, so water diversion will not be necessary. Some pools remaining within the spillway channel may need to be dewatered to complete the repairs.

Proposals must address the Biological Services component detailed in the U.S. Fish and Wildlife Section 7 consultation. The successful bidder will include the services of a qualified biologist for pre-construction surveys and biological monitoring services (“Services”) for General Avoidance and Minimization Measures (GAMM) and Species-Specific Conservation Measures (SSCM) for the following species:

- Giant garter snake (GGS)
- California red-legged frog (CRLF)
- California tiger salamander (CTS)
- Valley elderberry longhorn beetle (VELB)

Biological Services include daily pre-construction and clearance surveys as well as Workers Environmental Awareness Program (WEAP) training for the construction crew.

The Biological Services will include pre-construction and clearance surveys and biological monitoring for sensitive species during the installation 735 cubic yards of compacted soil within the spillway channel and levee slope and mitigation of future erosion potential through the installation of 1,260 tons of 18 inch facing stones, 1,140 tons of half-ton rip-rap, 2,600 tons of quarter-ton riprap, and planting of willows as natural erosion control.

Consultant will provide biological monitoring services for the Gordon Slough Erosion Repair project to ensure compliance with California Environmental Quality Act (CEQA), California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) requirements for the protection of sensitive biological resources. In that role, the Biological Monitor will conduct surveys and actively monitor construction activities to ensure the Mitigation Area and native species are not disturbed, work with the Contractor to ensure the success of the Mitigation Area and provide technical support as necessary. CCC estimates up to 960 survey and monitoring hours would be required.

The qualified biologists resume must be submitted to the CCC for review and approval by the wildlife agencies 30 days prior to the start of construction. Biological monitor(s) shall provide tools and equipment necessary such as personal protective equipment appropriate for an active construction site, spotting scope, binoculars, field journal, camera, etc. Typical tasks include but are not limited to:

- Conduct daily pre-construction survey sweeps for sensitive species including California red-legged frog, California tiger salamander, giant garter snake and valley elderberry longhorn beetle.
- Flagging sensitive resources and/or environmentally sensitive areas (ESAs) with appropriate buffers (as directed by CCC) for avoidance during construction;
- Provide a qualified biological monitor to perform spot check monitoring for the duration of construction for presence of special status species;
- Prepare and provide WEAP training to all contractor personnel;

- Direct contractor placement of all fencing, barriers, and signage necessary to protect areas all ESAs;
- Halt construction activities as necessary to avoid impacting any special status species or ESAs and report to CVCC staff;
- Keep daily field notes and photos of onsite monitoring activities; and
- Prepare and submit a monthly report summarizing all pre-construction and monitoring activities. The report shall include the status of all fences, barriers, and signage utilized to protect special Status species and ESAs and any corrective measures implemented to ensure avoidance and minimization.

This document serves as both a request for proposal and bid for the project. The document is divided into the following parts: Part I provides general information about the Conservancy and the site that applies to both components and service specific information. Part II provides the labor and other contract obligations and Part III are the bid documents and required contract forms.

The Conservancy will hold a pre-bid conference at the site of the project, 34199 County Road 20, Woodland, on **March 23, 2023, at 9 a.m.** It is suggested that each prospective bidder review the bid documents and project site prior to the pre-bid conference. Each prospective bidder shall be required to attend the pre-bid conference. Bids from any bidder not attending this conference will be rejected as non-responsive.

- As required by law, each Bid must be submitted on the prescribed forms. A bidder's bond in the amount of not less than 10 percent of the amount bid must accompany the bid packet. Payment may be by cash, a cashier's check, certified check or bid bond executed on the prescribed form payable to the Conservancy (See Section IV—Bid Documents.)
- After the successful bidder is selected, they will be expected to furnish at the time the contract is signed, a payment bond and faithful performance bond each in the full amount (100 percent) of the Contract price, and insurance with certificates and endorsements of insurance, as provided in the Contract Documents. The required bonds must be provided only by a surety insurer who is admitted to do business by and in good standing with the California Department of Insurance. (See Section IV-Bid Documents.)
- Bidders are hereby notified that in accordance with Public Contract Code section 22300, securities may be substituted for any monies that the Conservancy may withhold pursuant to the terms of this Contract to ensure performance.
- The successful bidder must hold a contractor's license and be in good standing with the California Contractors State License Board:
- To be qualified to bid on this Project, bidders must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code. All subcontractors listed in a qualified bidder's bid as performing any portion of the work also must be registered and qualified with the Department of Industrial Relations.

Part I: General Information related to the Gordon Slough Erosion Repair Project

Site Description. The project site is in Yolo County, in the county-owned property known as the Cache Creek Nature Preserve. The main entrance bridge into the Nature Preserve is over the Salisbury Spillway, where the East Adams Canal drops water into the Gordon Slough, at 10S 598114 4283055 UTM. At this location, the bank height ranges from 32-98 feet. The slough's north bank, just below the spillway, is the site of major erosion from the 2019 storms. The site area is approximately 16.5 feet long. See Appendix A for maps and photos of the area.

Work Hours and Days of Operation

Legal Holidays. The Conservancy observes the following legal holidays and will close the Nature Preserve, which may occur during the project time frame. These closures may impact the project schedule and should be considered when developing your proposal.

May 29, 2023—Memorial Day
July 4, 2023—Independence Day
September 5, 2023—Labor Day

Routine Open Hours. The Conservancy's routine open hours are 8 a.m. to 4 p.m. Sunday through Friday. However, upon agreement with the Conservancy, arrangements can be made to open the gates earlier. On Cache Creek Nature Preserve open days, the Contractor shall restrict his hours of work to the period between 6 a.m. and 4 p.m. The Cache Creek Nature Preserve is closed on Saturdays, but the Contractor may work on Saturdays or holidays with the approval of the Executive Director if they notify the Conservancy at least 48 hours in advance of the intent to work on Saturdays or holidays. See Part II A for specific FEMA contract information regarding compliance with Contract Work Hours and Safety Standards Act. In compliance with the General Mitigation Measures, construction activities that may affect suitable habitat for covered species will be limited to daylight hours during weekdays, leaving a nighttime and weekend period for the species. Work will be allowed on weekends if the proposed construction is 14 days or less in length.

Project Schedule. A tentative schedule is below. This schedule may be adjusted pending permit approvals and timely filing of required reports.

Release RFP/RFQ	March 7, 2023
Pre-Construction meeting	March 23, 2023
Deadline for Bid Submittal	April 5, 2023
Bid Opening	April 10, 2023
Select Contractors	April 12, 2023
Sign Agreements	April 17, 2023
Register Project with DIR	May 12, 2023
Pre-Construction Meeting	June 22, 2023
Field Work Pre-Meeting	July 13, 2023

Beginnings of Work, Time of Completion and Liquidated Damages. The Contractor shall begin work within 5 calendar days after the date of the Notice to Proceed. There is a set

timeframe in which the work can take place: August 1 to September 30, 2023. FEMA estimates three weeks to complete the project, including the environmental monitoring. Contractor shall diligently prosecute and work to completion before the expiration of 18 working days. Dates in this table are contingent on the Conservancy receiving appropriate approvals and permits within this time frame.

Deliverable	Earliest Start Date
Submit Biologist approval by wildlife agency	June 16, 2023
Pre-Construction clearance survey	July 13, 2023
Spillway dewatering if necessary	August 1, 2023
Install erosion control materials and wildlife fencing	August 11, 2023
Invasive Species Removal	August 7, 2023
Soil and Rip-Rap Installation	August 7, 2023
Revegetation	August 14, 2023
Submit Completion Certification	Sept. 30, 2023

All work shall be completed no later than September 30, 2023.

The Contractor shall pay to the Conservancy the sum of \$1,000 per day as fixed and liquidated damages, and not as penalty for each and every calendar days delay in finishing the working excess of the number of working days prescribed above.

Differing Site Conditions. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Conservancy will investigate the conditions, and if the Conservancy determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Conservancy will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work without prior approval by FEMA and the Conservancy, in writing.

The bidder's attention is directed to Part III A and B specifying labor and contract requires by both FEMA and the State of California. These requirements include, but are not limited to, access to records; bidder's bond, insurance, licensing requirements; and safety, employment, and wage requirements. Bidder is informed that some requirements also have forms that must

be submitted with the bid document. Instructions and information about these requirements are in Part IV—Bid Documents.

Invoicing and Payment.

The Conservancy received a grant from the Federal Emergency Management Agency (FEMA) for this work. The Governor’s Office of Emergency Services (CalOES) is administering the grant funds. The successful bidder must submit an itemized invoice to the Conservancy on a time frame that is agreed upon by both parties. The Conservancy has a drawdown account with CalOES. Unless other arrangements are made, Conservancy agrees to pay the invoiced amount within 30 days.

Part II: Statement of Work

Below is a delineation of tasks anticipated to complete the project. It is the intent of this document to provide guidance for the pre-construction work including monitoring, construction and installation of bank stabilization materials and erosion control, and post-construction revegetation (e.g., willow stake planting). Any items not specifically called for, but normally required to conform to so such intent, are to be considered as part of the work.

The bidder also is directed to Appendix A, "Programmatic Formal Section 7 Consultation [...] within the Sacramento Fish and Wildlife Office's Jurisdiction, California" for detailed information regarding the environmental and mitigation monitoring requirements of this project.

The following tasks are meant to cover all phases of the bank repair project. Compensation for all work incidental to accomplish the construction and biological services tasks related to this project shall be considered as being included in the contract price for the appropriate items of work. The Contractor is instructed to provide written notice, in advance, of all work considered out of scope and outside the terms of the Contract. Out of Scope Work, changed conditions and the need for change orders must be approved, in writing by FEMA, before work can begin.

Pre-Construction Activities

Task 1: Project Team Coordination. This task includes attending the pre-construction meeting with the Conservancy Project Management team, the contractor, and the biologist to discuss project schedule and management. The Conservancy anticipates three (3) project team meetings, which may include subcontractors as well.

Task 1-1: Pre-Construction Meeting. Before beginning work, a pre-construction meeting will be held between the Conservancy and the Contractor's on-site project manager, foreman, or crew. The meeting will be held at a time and place mutually agreeable. This meeting is to discuss with the Contractor the Scope of Work, review 2003 construction specifications and review existing conditions to determine what is needed to restore the site to 2003 conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the successful completion of the project as required. The Contractor's representative at the conference shall include all major superintendents for the work and may include major subcontractors.

Task 1-2: Field Pre-Work Meeting. Before any crews start work on this contract or with the introduction of crews which have not performed on this specific contract, the Contractor and the field representative shall meet with the Conservancy in the field to discuss, explain, and clarify the Specifications of this contract to each crew. The field meeting will take place two (2) days prior to mobilization (provide two days' notice to arrange). Especially important will be discussion of provisions to insure that disturbance to existing riparian, wetland area, and sensitive pool areas are minimized and all sensitive, disturbed areas are immediately stabilized and repaired.

Task 1-3. Environmental Awareness Training. Schedule and attend an environmental awareness training led by the biological monitor before construction starts. The training will familiarize all construction personnel with the covered species that may occur onsite, their habitats, general provisions and protections afforded by the Act, measures to be implemented to protect these species, and the project boundaries. The training also will inform construction personnel that no dogs or other pets are allowed at the site and no

fire arms are permitted unless carried by authorized personnel. Training will include species identification in all life stages for the species and the possible penalties for non-compliance with the USFWS and CDFW guidelines.

Task 2: Prepare Required or Suggested Plans. Subtasks 1-4 are specifically called for in the Appendix A.

Task 2-1: Spill Prevention and Pollution Control Plan. The contractor will prepare a plan that addresses the storage of hazardous materials and emergency cleanup of any hazardous material and will monitor compliance onsite. The plan will incorporate hazardous waste, storm water, and other emergency planning requirements. Biologist will review the plan to confirm they do not conflict with delineated special species habitats. Biologist will review view to plan to confirm they do not conflict with delineated special species habitats. See GEN AMM-4.

Task 2.2: Erosion Control Plan. The contractor biologist will prepare and monitor implementation of an Erosion Control Plan, as needed. The Erosion Control Plan will detail the erosion and sedimentation prevention measures required. Biologist will review the plan to confirm they do not conflict with delineated special species habitats. See GEN AMM-1.

Task 2-3: Fire Suppression Plan. The contractor will prepare and monitor a fire prevention and suppression plan for all maintenance and repair activities that require welding or otherwise have a risk of starting a wildfire. Biologist will review the plan to confirm they do not conflict with delineated special species habitats. See GEN AMM-10

Task 2-4: Equipment and Storage Plan. The contractor will review Appendix A that clearly describes acceptable fencing material and prohibited construction related activities. Appendix A also includes requirements for vehicle operation, material and equipment storage, access roads and other surface-disturbing activities within Environmentally Sensitive Areas. The Contractor will develop the plan and the Biologist will review the plan to confirm they do not conflict with delineated special species habitats.

Task 2-5: Biological Monitoring Plan. Biologist will develop a Biological Monitoring Plan that will outline the monitoring activities needed for the duration of the project. This monitoring plan will also identify required pre-construction surveys for the California Tiger Salamander (CTS), the California Red-Legged Frog (CRLF), the Giant Garter Snake (GSS), and the Valley Elderberry Longhorn Beetle (VELB).

Task 2-5.1: The monitoring plan also will define areas containing sensitive habitats adjacent to or within construction work areas for which physical disturbance is not allowed. Those areas are to be delineated with high visibility orange fencing. The monitoring plan also will determine the project boundary footprint for the wildlife exclusion fencing (see Task 4).

Task 2-5.2: Biologist will conduct pre-construction clearance surveys within 24 hours of initial ground disturbance within the project area to determine the presence of CRLF, CTS, and GGS, and submit required documentation reports as required.

Task 3: Conduct pre-construction biological surveys following the guidance found in Appendix A, U.S. Fish and Wildlife Species-Specific Mitigation Measures.

Construction, Construction Monitoring, and Mitigation Monitoring

Task 4: Conduct Biological Monitoring

Task 4-1: Biologist monitors the work area at appreciate intervals to assure that all avoidance and minimization measures are implemented. The daily biological monitoring will also include incident reporting and determination or enforcement of encounter response measures as appropriate. The Biological Monitor shall also ensure that wildlife encountered during the course of construction is left unharmed.

Task 4-2: Entrapment Prevention. The contractor or biologist will prepare and monitor for compliance to an entrapment prevention plan so wildlife will not be entrapped by or interact with harmful construction materials, including but not limited to capping or covering holes and properly containing any hazardous materials. See GEN-18.

Task 4-2.1: Install any additional preventative measures that are species specific following the USFWS document.

Task 5: Invasive Species Removal

Task 5-1. Working with biologist, identify invasive plants to remove and carry out removal in an expeditious manner that avoids damage to environmentally sensitive areas. Overgrown invasive vegetation within the Salisbury Spillway channel will be removed to improve conveyance. Incidental non-native vegetation and tree removal in the remainder of the project area may occur, including access along the levee may be temporarily disturb some existing vegetation or require limited vegetation or tree trimming. Tree trimming would only occur where necessary for equipment access along the levee. No elderberry shrubs will be disturbed by this project.

Task 5-2: Biologist monitors the implementation of the invasive species removal to ensure no environmentally sensitive areas are disturbed.

Task 6: Soil and Rip-Rap Installation.

Task 6-1. Contractor will secure the specified materials to stabilize the Gordon Slough bank using soil and rip-rap, following the FEMA purchasing guidelines (See Part III-FEMA Contract requirements). Materials include 735 cubic yards of compacted soil within the spillway channel and levee slope and to mitigating future erosion potential through the installation of 1,260 tons of 18 inch facing stones, 1,140 tons of half-ton rip-rap, 2,600 tons of quarter-ton riprap, and planting of willows as natural erosion control

Task 7: Revegetation

Task 7.1. Working with the Conservancy, contractor and biologist will develop a revegetation plan that includes willow planting at the base of the construction site. The biologist will ensure that native plants suitable for the area and habitats are used in revegetation measures, and that practices to prevent pathogen contamination are used during the revegetation process.

Task 7.1-1: This task includes ensuring that all upland areas disturbed by construction activities, such as staging and storage areas, are returned to pre-project conditions.

Task 8: Invoicing and Completion Certification.

Task 8.1. Contractor will supply Conservancy with the required completion certifications.

Schedule provision. The Contractor shall submit a project schedule which includes all major tasks and milestones and where appropriate, a mobilization area or traffic control plan to the Conservancy for review within five (5) calendar days after receiving award of Contract by the Conservancy Executive Committee.

The Contractor shall commence work within five (5) days of receipt of the Notice to Proceed from the Conservancy, and shall diligently perform the work. In all cases, all work in live stream channel shall be completed by **September 30, 2023** unless permit extensions are granted by the appropriate regulatory agencies.

All work shall be accomplished in such a manner to minimize the inconvenience to the general public.

The Contractor shall submit a Spill Prevention and Pollution Control Plan, an Erosion Control Plan, and a Fire Suppression Plan for review and approve, within the five (5) days after the Award of Project by the Conservancy and the issuance of Notice to Proceed. This Schedule of Work shall be prepared in a calendar flowchart format, and shall indicated work on a daily basis. The progress schedule will be acceptable to the Conservancy as providing an orderly progression of the work to completion within any specified Milestones and the Contract Times, but schedule acceptance will neither impose on the Conservancy responsibility for the sequencing, scheduling, or progress of the work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

Once the work begins, the Contractor shall keep the Conservancy informed of the Contractor's schedule. The Conservancy shall have a 24-hour advance notice of all work requiring inspection, on a daily basis, including Subcontractors. If the Contractor fails to notify the Conservancy, it reserves the right to stop the work at no cost to the Conservancy. Updated schedules shall be submitted with request for payment. No progress payments will be processed without an approved updated schedule.

Payment for the original schedule and updated, monthly schedules shall be considered to be included in the various items of work and no additional compensation will be allowed therefor.

Public Health and Safety. The Contractor agrees that he shall assume sole responsibility of the conditions of the job site during the course of the work including the safety of all persons and property, including provision of safe access, that this responsibility shall not be limited to normal working hours; and that the Contractor shall defend, indemnify, and hold harmless from any and all liabilities, real or alleged, the Conservancy in a connection with the Contractor's performance of the work on this project.

Compensation for doing any work under this section shall be included in the various items of work, and no additional payment shall be made.

Safety Requirements. The Contractor shall comply with all CAL/OSHA safety requirements. It shall be the Contractor's sole responsibility for making sure these safety requirements are met and the Contractor shall fully assume all liabilities for any damages and/or injuries resulting from his or her failure to comply with the safety requirements. Failure on the Conservancy's part to stop unsafe practices shall, in no way, relieve the Contractor of his responsibilities.

Part III. Contract and Labor Provisions

This section addresses contract and labor provisions to which the bidder must consider and agree to in order for their bid to be considered. All forms mentioned in this section can be found in the Part IV-Bid Documents.

A. FEMA Contract and Labor Provisions

The bidder's attention is directed to the provisions listed below required by FEMA, and of any other special conditions which must be observed in preparation of the proposal and the submission of the bid or the work once the contract has been awarded.

The Conservancy and the selected Contractor agree to comply with the local, state and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, subsections 317-326 (See Appendix B).

The Department of Homeland Security's Terms and Conditions in effect as of the date of the declaration of the major disaster are incorporated by reference into this project awarded under the Public Assistance grant, which flow down from the Recipient (the Conservancy) to subrecipients (Contractor) unless a particular term or condition indicates otherwise.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 CFR Part 200 apply to this project. All subrecipients are subject to these requirements unless a particular section of 2 CFR part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 CFR subsection 200.101 and 110. (See Appendix C.)

Equal Employment Opportunity. Contract Criteria: Construction Work. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contract Work Hours and Safety Standards Act. During the performance of this contract, the contractor agrees as follows:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Cache Creek Conservancy shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is

held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act and Federal Water Pollution Control Act. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. subsection 7401 et seq.
- (2) The contractor agrees to report each violation to the Cache Creek Conservancy and understands and agrees that the Cache Creek Conservancy will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Cache Creek Conservancy and understands and agrees that the Cache Creek Conservancy will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension. During the performance of this contract, the contractor agrees as follows:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon CacheCreek Conservancy. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available Cache Creek Conservancy to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. Contractors must sign and submit to the Conservancy the self-certification found in Part IV-Bid Documents.

Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. |

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

Access to Records: The following access to records requirements apply to this contract:

The Contractor agrees to provide California Office of Emergency Services (CalOES), the Cache Creek Conservancy, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records

of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the Cache Creek Conservancy (and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

B. Cache Creek Conservancy Contract and Labor Provisions

The bidder's attention is directed to the provisions listed below required by the Cache Creek Conservancy, which must be observed in preparation of the proposal and the submission of the bid or the work once the contract has been awarded. All forms mentioned in this section can be found in the Part IV-Bid Documents.

Bidder's Bond. In accordance with California Public Contract Code Section 20483, all bids for construction work shall be presented under sealed cover and shall be accompanied by a form of bidder's security which amounts to 10% of the bid as allowed by law. The form is found in Part IV-Bid Documents

Labor and Materials Bond. The successful bidder will be required to furnish a Labor and Materials Bond, upon award, in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. The form is found in Part IV-Bid Documents.

Noncollusion Affidavit. In accordance with the California Public Contract Code Section 7106, all bids for construction work shall include a Noncollusion Affidavit. The affidavit form can be found in Section IV-Bid Documents.

CCC Reviews and Indemnification. The parties agree that review or approval of Project plans and specifications by the Conservancy is for administrative purposes only and does not relieve the Contractor of its responsibility to properly plan, design, construct, operate, and maintain the Project. As between the Conservancy and the Contractor, the Contractor agrees that it has sole responsibility for proper planning, design, construction, operation, and maintenance of the Project, and the Contractor agrees to indemnify the Conservancy, and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to planning, design, construction, operation, or maintenance of the Project.

CCC Action: Costs and Attorney Fees. Any remedy provided in this contract is in addition to and not in derogation of any other legal or equitable remedy available to the CCC as a result of breach of this contract by the Contractor, whether such breach occurs before or after completion of the Project. The CCC's exercise of any remedy provided by this contract shall not preclude the CCC from pursuing any legal remedy or right otherwise available. In the event of litigation between the parties hereto arising from this contract, the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

Compliance with Laws and Regulations. The Contractor agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines. The Contractor shall comply with, implement, and fulfill all environmental mitigation measures applicable to the Project, and which may otherwise be required by this Contract, "CEQA", and the State CEQA Guidelines.

Construction Activities and Notifications. The Contractor shall promptly notify the Conservancy in writing of:

- (1) Any substantial change in scope of the Project. No substantial change in Project scope may be undertaken until the Contractor provides written notice of the proposed change to the Conservancy and the Conservancy gives written approval for such change;
- (2) Unscheduled cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of 30 days or more;
- (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the Conservancy;
- (4) Completion of construction of the Project.

Termination for cause or convenience. This Contract may be terminated by the Conservancy upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:

- (1) If contractor fails to perform any required work in a timely and professional manner, or is not properly carrying out the provisions of the contract in their true intent and meaning, then the Conservancy will notify the contractor in writing of the deficiency. If improvement is not satisfactory then the Conservancy may suspend or terminate the contract in whole or in part.

- (2) Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Conservancy may immediately terminate this Contract.
- (3) Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Conservancy shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- (4) In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- (5) If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed

Licenses and Insurance

Contractor is responsible for obtaining all non-environmental permits, licenses, bonds, and paying all charges and fees and other authorization required by all affected jurisdictions involved in this job, at his/her own expense. Before Notice to Proceed, the Conservancy will have obtained permits from Regional Water Quality Control Board; the California Department of Fish and Wildlife, and the Army Corps of Engineers. The obtaining of permits by the Conservancy shall not relieve the Contractor of his/her responsibility as described by this section.

Contractor agrees to provide Conservancy with copies of contractor's current applicable license(s) and insurance coverage documentation. Contractor certifies that it is aware of and agrees to meet all federal, state, local, and job safety requirements. All penalties or fines due to failure to meet said safety requirements will be paid for entirely by Contractor. Contractor, at their own expense, shall provide and maintain the following: Workers' Compensation and Employer's Liability Insurance, Commercial General Liability Insurance for Contractor operations, and Automobile Liability Insurance.

Part IV—Bid Documents and Required Contract Forms

The following section contains the required documents that must be filed to submit a bid for the Gordon Slough Erosion Repair project. Included is a Bidder's Check List, below.

Bidder's Check list

This checklist is to aid bidders to ensure all necessary supporting information is included with their bid. Bidder's submittals should include, but are not limited to, the following:

ITEM	CHECKED
Proposal (bid)	<input type="checkbox"/>
Bid Schedule	<input type="checkbox"/>
List of Subcontractors	<input type="checkbox"/>
Equal Employment Opportunity Certification	<input type="checkbox"/>
Conviction of Fraud, etc. Statement	<input type="checkbox"/>
Disqualification Questionnaire	<input type="checkbox"/>
Contempt of Court Statement	<input type="checkbox"/>
Non-collusion Affidavit	<input type="checkbox"/>
Certification and Signature	<input type="checkbox"/>

(Do Not Detach)
Proposal to the Cache Creek Conservancy

Name of Bidder: _____

Business Mailing Address: _____

City, State, Zip Code: _____

Business Street Address: _____
(if different from mailing address)

City, State, Zip Code: _____

Business Phone: Area Code () _____

Mobile Phone (if different): Area Code () _____

Email Address: _____

The work for which this proposal is submitted is for construction in accordance with the Statement of Work and special provisions (including Federal, State, or County prevailing wage rates), the project plans described below, including attachments, and all relevant employment laws and regulations in effect on the date the work is accomplished.

The Statement of Work and special provisions for the work to be done are dated March 7, 2023, and are entitled:

Notice to Contractors Gordon Slough Erosion Repair
At Salisbury Spillway on Cache Creek Nature Preserve

Bids are to be submitted for the entire work. The amount of bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of discrepancy between the unit price and that total set for the unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price or item total, whichever most closely approximates pre of the entered unit price and the estimated quantity is exactly off by a factor of ten,, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the Conservancy's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or

otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals, and lump sums will be interpreted according to the number of digits, and if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be items totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The forgoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity, which may occur in a bid. Any situation not specifically provided for will be determined at the discretion of the Cache Creek Conservancy, and that discretion will be exercised in the manner deemed by the Cache Creek Conservancy to best protect the public interest in the prompt and economical completion of the work. The decision of the Cache Creek Conservancy respecting the amount of the bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the Cache Creek Conservancy, within 8 days, not including Saturdays, Sundays, and legal holidays, after the bidder has received notice from the Conservancy that the contract has been awarded, the Cache Creek Conservancy may, at its option, determine that the bidder has abandoned the contract and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Cache Creek Conservancy.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those name herein; that is this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, another means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribe, and according to the requirements of the Engineer as therein set forth, and that he will take in full payments therefor the following prices to wit:

Bid Schedule

Item No.	Item Code	Item	Unit of Measure	Est. Quantity	Unit Price	Item Total
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

The bidder shall list the name and address of each subcontractor to whom the Bidder proposed to subcontract portions of the work.

List of Subcontractors

Name and Address

Description of Work to be Subcontracted

ADDITIONAL BIDDER INFORMATION

CONVICTION OF FRAUD, ETC. STATEMENT

The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has____, has not____been convicted, within the preceding three years, of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Public Contract Code Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DISQUALIFICATION, ETC. QUESTIONNAIRE

The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

_____Yes ___No

If the answer is yes, explain the circumstances in the following space.

CONTEMPT OF COURT STATEMENT

The bidder, hereby states under penalty of perjury, that no more than one final un-appealable finding of contempt of court, by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

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]."

(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

Byrd Anti-Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 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 into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of 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 For to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

(NOTICE: INSERT THE WORDS "CASH (\$____)," "CASHIER'S CHECK," "CERTIFIED CHECK" OR "BIDDER'S BOND" AS THE CASE MAY BE.)

in the amount equal to at least ten (10) percent of the total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors.

License No. _____ Classification(s) _____

Date of License Expiration _____

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

Addendum or addenda issued by the Department must be noted above.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and on pages 25-28 inclusive are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certificate are true and correct.

Date: _____

Signature and Title of Bidder

Business Address: _

Place of Business:

Place of Residence:

BIDDER'S BOND
WE, _

_____ as Principal,

and _____, as Surety are bound unto the Cache Creek Conservancy, hereinafter referred to as "Obligee," in the penal sum often percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for

(Copy here the exact description of work, including location as it appears on the proposal for which bids are to be opened at 34199 County Road 20, Woodland, CA on _____ (date)

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

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 2023

Principal

Surety

By: Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____ SS

On this _____ day of _____ in the year 200_ before
_____ me _____

personally appeared

_____, personally

known to me (or

Attorney-in-fact

proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to this instrument as the attorney-in-fact of _____ and
acknowledged to me that he/she subscribed the name of the said company thereto as
surety, and his/she own name as attorney-in-fact.

(SEAL)

Notary Public

CONTRACT AGREEMENT NO. _____

THIS AGREEMENT, ("Agreement") made and concluded, in duplicate, this _____ day of _____ 2023, by and between the Cache Creek Conservancy ("CONSERVANCY") and _____ a California corporation, hereinafter referred to as "CONTRACTOR."

Article I. In consideration of the payments and agreements hereinafter mentioned, to be made and performed by the GROUP, CONTRACTOR shall, at his own cost and expense, do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the GROUP, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the CONSERVANCY Executive Director, the work described in the Project described below, including any addenda thereto, and also in accordance with Federal and State laws in effect on the date the work is accomplished such as prevailing wage laws, hereby specially referred to and incorporated into this contract by reference.

The Project Plans and Specifications for the work to be done are dated September 30, 2023 and are entitled:

Gordon Slough Erosion Repair Project

These Project Plans and Specifications, and the Bid Documents, are hereby made a part of this Agreement.

ARTICLE II. The CONTRACTOR shall provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument a bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV. By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 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 I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY OF YOLO (as property owner) and the CONSERVANCY, and each of their elected representatives, officers, agents, employees from and against any and all claims, demands, losses, defense costs, expenses (including attorney fees) or liability of any kind or nature, for personal injury or property damage arising out of or, as a res1 litigation or administrative proceeding(s), alleged to arise out of:

- (1) any negligent act, error or omission of CONTRACTOR, its officers, agents or employees, in performing the services, responsibilities or duties required of CONTRACTOR by this Agreement; or
- (2) any breach any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities, or duties required of CONTRACTOR by this Agreement.

In providing any defense under this Paragraph, CONTRACTOR shall use counsel reasonably acceptable to the party or parties indemnified in the action. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

ARTICLE VI.

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the CONSERVANCY and CONTRACTOR at their respective addresses as follows:

To Conservancy: Cache Creek Conservancy
 Attn: Nancy Ullrey, Executive Director 34199 County Road 20
 P.O. Box 8249 Woodland, CA 95776
 nullrey@cachecreekconservancy.org

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following email address are used:

To Contractor: _____

To Conservancy: (530) 661-1070

- C. Any party may change the address or mobile/email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served using email, or the fifth (5th) day following deposit in the mail if sent by first class mail.

ARTICLE VII.

- A. The Conservancy’s Executive Director or designee will serve as the project manager for this Agreement. Contractor shall provide all invoices and notices to the Conservancy Executive Director.
- B. The Contractor agrees to work with Conservancy in setting up the FEMA VAYGO account for invoice payment.

ARTICLE VIII.

Contractor agrees to receive and accept the prices listed in the Contract Price Schedule as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the aforesaid, or from

the action of the elements or, as consistent with the FEMA standard specifications and all other applicable laws from any unforeseen difficulties or obstructions which may arise or be encountered in carrying out the work until it is accepted by the Conservancy's Executive Director, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Statement of Work, and the requirements, to wit:

Contract Price Schedule

Item No.	Item Code	Item	Unit of Measure	Est. Quantity	Unit Price	Item Total
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Total Price_

Final completion occurs with all of the following occur, each of which shall be a condition precedent to the occurrence of Final Completion (A) Contractor has satisfied all of Contractor's obligations and completed all work in a manner that conforms to the requirements of the Agreement, (B) the County of Yolo and the Conservancy accepts all of the work; (C) the County of Yolo and the Conservancy are satisfied will all punch list items having been completed in accordance with the Agreement, (D) approving authorities have completed final inspections and approved the work; (E) the County of Yolo and the Conservancy have received all information and documents required by the Agreement; (F) the Conservancy has received have received a conditional waiver for final payment from Contractor relating to all work.

ARTICLE IX.

Contractor expressly acknowledges that contractor is fully cognizant of, fully understands, and unreservedly agrees that, except as specifically modified, all provisions of the FEMA Standard Operating Procedure for Validation of Small Projects are applicable to this Agreement.

Contractor further agrees to work with Conservancy to follow the procedures regarding documentation requirements.

ARTICLE X.

Contractor expressly acknowledges that contractor is fully cognizant of, fully understands, and unreservedly agrees that, except as specifically modified, to follow all relevant General Mitigation Measures and Species-Specific Mitigation Measures provided by the U.S. Fish and

Wildlife Service (Appendix A).

ARTICLE XI.

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the Conservancy and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the Conservancy. Contractor hereby indemnifies and holds the Conservancy harmless from any and all claims that may be made against them based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the Conservancy in any capacity whatsoever as an agent or to bid the Conservancy to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all contractor's assigned personnel.

ARTICLE XII.

Contractor shall furnish a copy of insurance coverage to the Conservancy, prior to the Conservancy issuing a Notice to Proceed. Contractor, in his/her sole cost and expense, shall obtain and maintain insurance throughout the entire term of this Agreement, including, without limitation, the following: (A) Comprehensive Automobile Liability, including owned, hired, and non-owned automobiles, \$1,000,000 combined aggregate; (B) Comprehensive General Liability, including protective, completed operations, broad form contractual, and personal injury, \$2,000,000 per occurrence and \$3,000,000 combined aggregate; and (C) Worker's compensation and employer's liability insurance in the amounts required applicable law.

ARTICLE XIII.

Contractor represents and warrants as follows: (A) In the performance of the services required by this Agreement, the Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws; (B) Contractor is properly licensed to perform the work called for under this Agreement and shall remain so during performance of the work; (C) Contractor will employ only properly licensed subcontractors; (D) All workmanship, equipment, and materials will be of the specified quality, suited to the intended purpose, be free from defects in workmanship and materials, conform to their specifications and be free from liens and encumbrances; and (E) All services will be performed in accordance with their specifications and in a professional and workmanlike manner. Contractor shall promptly correct any defect at no expense to Conservancy. Contractor shall assign and deliver to Conservancy all warranties and warranties of equipment manufacturers and material suppliers that apply to portions of the work.

ARTICLE XIV. Time is of the essence in the performance of Contractor's obligations under this Agreement. This Agreement shall be deemed to be executed with the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California State Court located in

Woodland, CA. This Agreement constitutes the entire Agreement between the Conservancy and Contractor and supersedes all prior negotiations, representations, or Agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. No waiver of any right, remedy, power, or privilege under this Agreement ("Right(s)") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Contractor shall not assign its rights or obligations under this Agreement without the written consent of the Conservancy. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the year and date first above written.

CACHE CREEK CONSERVANCY:

By: _____ Nancy Ullrey, Executive Director Cache Creek
Conservancy

CONTRACTOR

By: _____ (Signature)

Name: _____

Title: _____

Licensed in accordance with an act providing for the registration of Contractors, License No. _