



CONTRACT FOR TREE/WOODY MATERIAL REMOVAL

“Post Park Wood Management Project”

THIS CONTRACT is made ON the 4th day of December of year 2025 by and between the Resource Conservation District of Tehama County, ("OWNER" or “District”) and -----, ("CONTRACTOR") with respect to the following recitals:

1. District is a public entity organized and existing under the laws of the State of California.
2. District desires to contract with Contractor to perform the work more particularly described below and Contractor desires to perform such work on the terms and conditions set forth in this Contract.
3. Project Coordination: The District Manager of RCDTC is Jon Barrett, who is the representative of RCDTC for all purposes under this agreement. Drew Barnhart is designated as the project manager for the RCDTC and shall supervise the progress and execution of this agreement. Contractors are required to adhere to all the conditions set forth in the scope of work for all operations on the project site.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the parties agree as follows:

Article 1

THE WORK

Contractor shall perform all the work as described in “*Exhibit A Scope of Work*” which is attached to this Agreement and incorporated herein by this reference.

Article 2

TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall be commenced within fifteen (15) calendar days of receipt by contractor of a written notice to proceed with the work or as negotiated between Contractor and District and shall be completed no later than the 31st of December of year 2025 ("Completion Date"). CONTRACTOR Agrees to follow the grant timeline to the best of their ability. Time is of the essence of this Contract.

Article 3

CONTRACT SUM

The Contract Sum is the total amount payable by District to Contractor for the performance of all of the work under the Contract. The Contract Sum is one hundred eight thousand dollars (\$480,000.00) unless otherwise modified in accordance with this Contract.

Article 4

PAYMENT SCHEDULE

4.1 If the Completion Date of this Contract as specified in Article 2 is more than thirty (30) calendar days after the issuance of the notice to proceed, Contractor shall submit to District on or before month's end, an application for payment specifying in detail the labor and materials incorporated into the work during the previous month. District's review of the application for payment and estimate of the value of labor and materials incorporated into the work shall be final. Upon completion of the work, District shall have paid to Contractor through monthly payment requests, provided the work has been accepted by District, and subject to the provisions of Articles 5 and 8. The payment of progress payments shall not be construed as an absolute acceptance of the work up to the time of such payments, the entire work being subject to final inspection and approval of District.

4.2 For the full performance of the services described in the Agreement by CONTRACTOR, District shall pay CONTRACTOR based on the grant funding schedule and the reporting requirements set forth in "*Exhibit B Payment Schedule*" attached to this Agreement and incorporated herein by reference.

4.3 The District will submit payments to CONTRACTOR within 15 days *after* the District receives payment from the funder. The District cannot pay for services before it receives compensation for prior invoiced work from the funder.

Article 5

PAYMENTS

5.1 Payments shall be made as provided in Article 4.

5.2 Payments may be withheld on account of (1) defective work not remedied; (2) claims or stop notices filed; (3) failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by Contractor.

5.3 Final payment shall not be due until Contractor has delivered to District a complete release of all stop notices arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to District indemnifying District against any such notice or lien.

5.4 In the event that the grant funding on which this Agreement relies is materially reduced or made unavailable, despite the parties understanding and expectations that no such disruption shall occur, this Agreement shall terminate immediately upon notice of such funding disruption by District to Contractor.

Article 6

CONTRACT DOCUMENTS

6.1 The Contract Documents shall consist of this Contract; any attachments; any supplemental or special conditions to this Contract; any plans, specifications and drawings; any exhibits, addenda and bulletins; and any other documents, including but not limited to modifications, signed by both parties relating to the subject matter of this Contract. The intention of the Contract Documents is to place on Contractor the obligation to provide all labor, materials, equipment and other items necessary for the proper execution and completion of the work and the terms and conditions of payment therefore, and also to perform all work, which may be reasonably necessary to produce the intended results.

6.2 The term "work" as used in the Contract Documents includes all labor, materials and equipment necessary to complete the items listed in the scope of work.

Article 7

CONTRACTOR

7.1 Contractor acknowledges that Contractor is an independent contractor and not an employee, agent or representative of District. Contractor acknowledges that Contractor shall be solely responsible for and shall indemnify and hold District harmless from all matters relating to payment of Contractor's employees, subcontractors, suppliers and others, including compliance with Social Security withholding, and all other regulations governing such matters. This acknowledgement shall be documented through Contractor and all Sub Contractor's preparation and signing of DISTRICT'S "*Exhibit C Certification of Contractor's Workers Compensation Coverage Exemption Request*" form.

7.2 Contractor shall supervise and direct the work using Contractor's best skill and attention. Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract. If the work of the Contract is part of a larger project, Contractor shall communicate and cooperate with District and any other contractors on the project to the extent necessary so that the performance and sequence of the entire project may be carried forward in good order and in a timely manner.

7.3 Unless otherwise specifically noted in writing signed by District, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.

7.4 Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned.

7.5 Contractor represents and warrants to District that all materials, equipment and work incorporated in the execution of this project shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials, equipment and work



not so conforming to these standards may be considered defective. This warranty shall be in addition to any other warranty provided by law or contract.

7.6 Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the execution of the work.

7.7 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify District if any of the Contract Documents are at variance therewith.

7.8 Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with Contractor.

7.9 Contractor at all times shall keep the project area free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the work, Contractor shall remove all Contractors' waste materials and rubbish from and about the project as well as Contractor's tools, equipment, machinery and surplus materials. If Contractor fails to clean up, District may do so and charge the cost to Contractor.

7.10 Contractor acknowledges that he or she has made an independent investigation of the job site, including underground conditions and all other conditions that might affect the progress of the work and is satisfied as to those conditions.

7.11 Contractor acknowledges that he or she has read and understands all of the Contract Documents.

7.12 Contractor acknowledges awareness of the provisions of subsection (b) of Public Contract Code section 7103.5, which states as follows:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ([15 U.S.C. Sec. 15](#)) or under the Cartwright Act (Chapter 2 (commencing with [Section 16700](#)) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

Contractor also acknowledges that these provisions may apply to the work being completed under this contract

7.13 Contractor shall take all precautions necessary for fire prevention and control. Contractor shall have on site an adequate transportable water supply capable of fire suppression in the event a fire should result from execution of the work. All vehicles and equipment must be equipped with operable fire extinguishers and approved spark arrestors.

7.14 Contractor shall adhere to all best management practices outlined in The California Forest Practices Act, or outlined in the forest management plan.



Article 8

COMPLIANCE WITH LABOR CODE REQUIREMENTS/PREVAILING WAGES

8.1 Applicability.

This project is a public works project funded by the State of California and performed on federal lands. Accordingly, the work is subject to California Labor Code §§1720–1861 (Prevailing Wage Laws), the California Code of Regulations, Title 8, §16000 et seq.,. Contractors and subcontractors of every tier shall comply with both California labor standards.

8.2 Wage Rates; Higher-of-Two Rule.

The applicable California DIR prevailing wage determinations are incorporated into this Agreement by reference. Contractors must pay not less than the applicable wage rates (including fringe benefits) for each craft, classification, or type of worker employed on the project.

8.3 Certified Payroll Records.

The Contractor and all subcontractors shall prepare and submit weekly certified payroll records as follows:

- To the California DIR, electronically, in compliance with Labor Code §1776; and
- Certified payrolls and basic records shall be retained for three (3) years after project completion and be available for inspection by the District, DIR, or USDOL.

8.4 Apprentices.

The Contractor shall employ apprentices in accordance with California Labor Code §§1777.5–1777.7 . Apprentices must be properly registered and supervised, and ratios and training contributions must meet the stricter of state or federal standards.

8.5 Overtime.

Overtime shall be paid as required by California law and the Contract Work Hours and Safety Standards Act (CWHSSA, 40 U.S.C. §3701 et seq.). Workers must receive not less than 1.5 times the basic hourly rate for hours worked in excess of 8 hours per day or 40 hours per week, whichever is more protective.

8.6 DIR Registration.

Contractor acknowledges the requirements of Labor Code §§1725.5 and 1771.1, which provide that no contractor or subcontractor may be listed on a bid proposal or awarded a public works contract unless registered with the Department of Industrial Relations (DIR), except as specifically provided in those statutes. This project is subject to DIR compliance monitoring and enforcement.

8.7 Withholding and Penalties.

The District may withhold from payments due amounts sufficient to cover underpayments, penalties, or liquidated damages arising from noncompliance with state or federal prevailing wage laws. Contractors and subcontractors may be subject to civil and/or criminal penalties, contract termination, suspension, or debarment for violations.

8.8 Subcontractor Compliance.

The Contractor shall insert prevailing wage into every subcontract and shall be responsible for ensuring compliance by all subcontractors and lower-tier entities.



8.9 Waiver of Indemnification.

To the fullest extent permitted by law, Contractor specifically waives any claim for indemnification under Labor Code §1781 against the District for liability arising out of Contractor's or subcontractors' failure to comply with prevailing wage requirements.

Article 9

LIQUIDATED DAMAGES

9.1 The time limit specified in Article 2 is of the essence of the Contract. Contractors shall complete the work by the Completion Date and achieve the Milestones specified in Article 2 unless District agrees in writing to an extension of time.

9.2 The term "day" as used in the Contract Documents shall mean calendar day.

9.3 Failure to complete the work within the time and in the manner provided for by the Contract documents shall subject Contractor to liquidated damages.

9.4 The actual occurrence of damages and the actual amount of the damages, which District would suffer if the work were not completed within the specified time set forth, are dependent upon many circumstances and conditions which could prevail in various combinations, and it is impracticable and extremely difficult to fix the actual damages. Damages that the district would suffer in the event of delay include loss of the use of the project, costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the work. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the number of damages sustained by the failure of the Contractor to complete the work within the time specified.

9.5 The amount of liquidated damages to be paid by Contractor to District for failure to complete the work specified shall be one-thousand US dollars (\$1,000.00) for each calendar day by which completion of the project is delayed beyond the completion date or milestones listed in Article 2, such amount being the actual cash value agreed upon as the loss to District resulting from Contractor's default. If completion date delays other contractual work, the Contractor shall pay the cost of other delayed work up to \$1,000.00 per day.

9.6 In the event Contractor shall become liable for liquidated damages under this Article, District, in addition to all other remedies provided by law, shall have the right to withhold all retained percentages of payments which would otherwise be or become due Contractor until the liability of Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of Contractor incurred under this Article, Contractor and its sureties shall continue to remain liable to District until all such liabilities are satisfied in full.



Article 10

NOTICES

All Notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage, or by scanning and emailing a copy of original documents.

Notices required to be given to District shall be addressed as follows

Drew Barnhart, Project Manager

Resource Conservation District of Tehama County

PO Box 1232

Red Bluff, CA 96080

530-727-9983

dbarnhart@tehamacountyrcd.org

Notices required to be given to Contractor shall be addressed as follows:

party may change its address for notices by giving notice in writing to the other party, and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received on the earlier of personnel delivery, or if mailed, on the expiration of 48 hours after being deposited in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

Article 11

PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damages or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or



by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss directly and solely attributable to the negligent acts or omissions of District.

Article 12

INDEMNITY

To the fullest extent permitted by law (including Civil Code sections 2782 et seq.), CONTRACTOR shall at its own expense defend, indemnify, hold harmless, exculpate, and release DISTRICT, Tehama County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, disabilities, liens, judgments, awards, or expenses (including but not limited to reasonable attorney's fees of DISTRICT, expert fees, litigation costs, and investigation costs), property damage or economic loss of any nature, that may be asserted by any person or entity, including CONTRACTOR, and that arise out of, pertain to, or relate to CONTRACTOR's acts, omissions, obligations or performance under this Agreement, except when the injury or loss is caused by the sole active negligence or intentional wrongdoing of DISTRICT. CONTRACTOR shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. If there is a possible obligation to indemnify, CONTRACTOR's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. DISTRICT shall have the right to select its legal counsel at CONTRACTOR's expense, subject to CONTRACTOR's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. CONTRACTOR shall also defend, indemnify, hold harmless, exculpate, and release DISTRICT from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency with respect to CONTRACTOR's "independent contractor" status that would establish a liability on DISTRICT for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. These defense and indemnity obligations shall survive the termination or completion of this Agreement and are in addition to, and not limited by, the Insurance obligations in the Agreement.

Article 13

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit shall be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for



bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and partners as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease. Contractor represents that Contractor has secured the payment of worker's compensation insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work shall continue to provide worker's compensation insurance. DISTRICT requires all Contractors and all their subcontractors to have on file with DISTRICT office a Certificate of Workers' Compensation Insurance or a Certificate of Self-Insurance issued by the Director of Industrial Relations evidencing that worker's compensation insurance is in effect and providing that the District shall receive thirty (30) days prior written notice of cancellation. If CONTRACTOR is self-insured or is otherwise exempt from Workers Compensation regulations, CONTRACTOR shall complete and submit to DISTRICT, DISTRICT form entitled "***Certification of Contractor's Workers Compensation Coverage Exemption Request***" (***Exhibit C***). This form certifies that under penalty of perjury Contractor and any of their subcontractors does not employ anyone in a manner that is subject to the workers' compensation laws of California. (*Business and Professions Code Section 7125.*) By executing this Contract, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require 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."

If Contractor maintains higher limits than the minimums shown above, District shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Certificates of Insurance

Certificates of liability, workers' compensation, and other insurance as described herein, must be submitted to the District within eight (8) calendar days after the Contractor has received notice that the contract has been awarded. These certificates shall be approved by the District prior to the contract being approved, and the Notice to Proceed is issued.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "**Resource Conservation District of Tehama County, Tehama County Public Works and their elected and appointed officials, officers, employees, consultants and volunteers**" doing work under this agreement as an additional insured.

The certificate holder shall be "Resource Conservation District of Tehama County."



District shall be provided with a copy of Certificates of Insurance with endorsements.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the District. The deductible and/or self-insured retentions shall not limit or apply to Contractor's liability to District and shall be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the District."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A: VII unless otherwise acceptable to the District. The District reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. District, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish District with original endorsements effecting coverage required herein. All endorsements shall be received and approved by the District prior to District signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these



insurance requirements.

The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Article 14

CHANGES IN THE WORK

14.1 Contractor and District agree that changes in this Contract or in work to be done under the Contract shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by District and Contractor. It is specifically agreed that District shall have the right to request any alterations, deviations, reductions or additions to the Contract Documents, including without limitation the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. This Contract shall be held to be completed when the work is completed in accordance with the original plans and specifications amended by such changes. If the change order requires an extension of time, time for completion of the work shall be extended to the date specified in the change order. Contractor shall not be subject to any claims for liquidated damages for such period of time, but Contractor shall have no claim for any other compensation for any such delay. No such change or modification shall release or exonerate any surety upon any guarantee or bond given in connection with this Contract.

14.2 If any portion of the Contract work involves digging trenches or other excavations that extend deeper than four feet below the surface, then:

.1 Contractor shall promptly, and before the following conditions are disturbed, notify District in writing of any:

(a) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(b) subsurface or latent physical conditions at the site differing from those indicated; and

(c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

.2 District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.

.3 In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or



increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from the scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by the Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

Article 15

PROSECUTION OF WORK DESPITE DISPUTES

In the event of a dispute between District and Contractor as to an interpretation of any of the plans, specifications or other Contract Documents, or as to the quality or sufficiency of material or workmanship, the decision of District shall for the time being prevail and Contractor, without delaying the job, shall proceed as directed by District without prejudice to a final determination by negotiation, arbitration or litigation (subject to paragraph 22.1 herein) in accordance with the provisions of the Contract Documents. Should Contractor be finally determined to be either wholly or partially correct, District shall reimburse Contractor to that extent for added costs Contractor may have incurred by reason of work done or material supplied beyond the terms of the Contract as a result of complying with District's directions.

Article 16

DEFAULT BY CONTRACTOR

16.1 Contractor shall prosecute the work diligently to completion and in all events within the time specified in Article 2. If Contractor is adjudged bankrupt, makes a general assignment for the benefit of Contractor's creditors, has a receiver appointed on account of Contractor's insolvency, fails to achieve satisfactory progress, fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the efficient execution of the work, or disregards laws, ordinances, or instructions of District, then District may give Contractor a written notice requiring correction of the problem. If Contractor fails to correct the problem or make satisfactory arrangements for the correction of the problem and proper completion of the project within five (5) calendar days, Contractor shall be deemed in default and the District may terminate the Contract effective immediately upon written notice to Contractor. Contractor and Contractor's surety on the performance bond, if any, shall remain liable for liquidated damages should the work be delayed beyond the completion date.

16.2 If the surety elects not to take over and perform the Contract, District may take over the work and prosecute it to completion at Contractor's expense by any method District deems advisable. Contractor and Contractor's surety shall be liable to District for any excess cost incurred by District. If District elects to perform the work itself, District may, without liability, take possession of and utilize in completing the work, such equipment, materials, appliances, plants and other property belonging to Contractor as is located on the work site and necessary for the project. If the expense of completing the work exceeds the unpaid balance, Contractor shall pay the difference to the District.

Article 17

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

Contractor shall provide District with a **Performance Bond (Exhibit E)** and a labor and materials **Payment Bond (Exhibit F)**. The labor and material payment bond shall be in an amount of one hundred percent (100%) of the Contract Sum to insure the payment of all obligations incurred by Contractor in connection with the work of the Contract. The bonds shall be in such form as prescribed in **Exhibit E** and **Exhibit F** and with such sureties as may be agreeable to the parties. Contractor shall deliver the performance bond along with the labor and material payment bond at the time of the execution of this Contract.

Article 18

SUBSTITUTION OF SECURITIES

18.1 Consistent with the California Public Contract Code, Section 22300, Contractor may substitute securities for any monies withheld by District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount to be withheld shall be deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those monies to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

18.2 Alternatively, Contractor may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this Article for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Article. Contractor shall pay to each subcontractor, not later than twenty (20) days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.

18.3 Securities eligible for investment under this Article shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Article 19

WORKING HOURS

RESERVED

Article 20

GUARANTY

20.1 Contractor guarantees all equipment, materials, supplies and work. Should any of the materials or equipment prove defective or should the work as a whole or any part thereof prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with any plans and specifications, due to any of the above causes within twelve (12) months (or such longer period of time as may be prescribed by law, the supplier or the manufacturer) after the date on which the completed work covered by this Contract is accepted by District, Contractor agrees to reimburse District, upon demand, for its expense incurred in restoring said work to the condition contemplated in said project, including, but not limited to, the cost of any such equipment or materials replaced, the cost of removing and replacing any other work necessary to make such replacement or repairs, and the cost of testing the repaired or restored work, or, upon demand by District, to replace any such material and to repair said work completely without cost to District so that said work will function successfully as originally contemplated. Contractor expressly agrees to act as co-guarantor of all equipment and materials incorporated in the work, and Contractor shall supply District with all warranty and guarantee documents relative to such equipment and materials, which are guaranteed or warranted by their suppliers or manufacturers. The provisions of this Article apply to work done by any subcontractors of Contractor as well as to work done by Contractor.

20.2 District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Contractor. In the event District elects to have said work performed by Contractor, Contractor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed and any testing of repaired and replaced materials or work shall be done within a reasonable time after the receipt of demand from District and at no additional cost to District. If Contractor shall fail or refuse to comply with his obligations under this guaranty, District shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

Article 21

MISCELLANEOUS PROVISIONS

21.1 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper court located in Tehama County, California.

21.2 Assignment of Contract. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond, if any, and District.

21.3 Notices. All notices, certificates, or other communications hereunder shall be deemed given when delivered or mailed by first-class or registered mail, postage prepaid, to the parties



at their respective places of business.

21.4 Binding Effect. This Contract shall insure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.

21.5 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

21.6 Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

21.7 Entire Agreement. This Contract and the other Contract Documents as defined in Article 6 hereof constitute the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Contract or the other Contract Documents. Contractor, by the execution of this Contract, acknowledges that Contractor has read this Contract and all other Contract Documents, understands them, and agrees to be bound by their terms and conditions.

Article 22

AUTHORITY OF DISTRICT REPRESENTATIVES

District's representative shall decide questions about the quality or acceptability of materials furnished and work performed manner of performance and rate of progress of the work, the interpretation of the Plans and Specifications and the fulfillment of the contract by the Contractor.

This Agreement supersedes all previous agreements or understandings and constitutes the entire understanding between parties with respect

IN WITNESS WHEREOF RCDTC and CONSULTANT have executed this Agreement the day and year first above written

Tehama County Resource Conservation District:

Contractor:

By: _____

By: _____

Jon Barrett, District Manager



Exhibit A Scope of Work:

It is the intent of these specifications, terms, and conditions to describe the services sought by the Resource Conservation RCDTC of Tehama. The RCDTC intends to award a contract for the removal of 2800 tons of woody material located in the Eastern Tehama County ROW's to the Contractor who best meets the RCDTC's requirements. Proposals will be evaluated for "best value" not necessarily "lowest price". RCDTC has identified this task to be addressed in response to this RFB:

TASK 1 Clearing of Woody Material from Identified County ROW and permitted parcels adjacent to County ROW (See Map – Attachment A).

Prescription:

1. Contractor will remove minimally 3840 tons of woody material from County Easement at a max cost of \$125.00 USD /ton not to exceed a total sum cost of \$480,000.00 USD.
2. Wood will be removed as logs and/or chips and taken to Cogen plant or location of contractor's discretion.
 - Woody material tonnage receipts must be provided and conducted at certified scale(s).
 - Woody material, chips, and/or logs will **NOT** be merchandised in any manner (no exemption associated with project).
3. Woody material will only be removed from County Right-of-Way/Easement (see easement length for roads below) or on Parcels with acquired "Temporary Entry Permit" and Timberland Owner Form"
 - Trees/woody material outside of County easement without permits will in no circumstance be removed.
 - Trees/woody material left on federal property will under no circumstance be removed.

Roads and Easement Length (Measured from centerline)

- Plum Creek Road – 25 Feet until you get to the school heading South
- After school it widens to 40 Feet.
- Paynes Creek Loop - 60 Feet
- Little Giant Mill Rd - 50 Feet
- Hogsback Road - 40 Feet
- Lanes Valley Road - 40 Feet
- Tramway Road - 40 Feet
- Ponderosa Way - Sky View Ranch Area 60 Feet R/W.
- Rest of Road heading South away from Sky View Ranch 40 Feet R/W.
- Moulton Loop Road - 40 Feet
- Canyon View Loop 60 Feet R/W and 100 Feet R/W

Water Class	Class I	Class II	Class III
<i>Slope Class (%)</i>	<i>Width in Feet</i>		
<30	75	50	25
30-50	100	75	50
>50	150	100	75

- Watercourse Designation:
- Class I: Shall be flagged in solid blue flagging at the edge of the ELZ
- Class II: Shall be flagging in solid blue flagging at the edge of the ELZ
- Class III shall be centerline flagged in blue and white candy-striped flagging.
- Equipment Limitation Zone (ELZ): Limits equipment from tracking within the established zone except where there is an established road, crossing, or skid trail. Equipment may “reach-in” and treat vegetation within the buffer as long as the tracks remain outside of the ELZ.
- Watercourse designation will be indicated on a map. Contractor will be given a copy of the map and be made aware of the protection measure prior to the start of operations.
- All areas below the stream and lake transition line will be kept free of slash and debris. Accidental deposits of material in the watercourse, bed bank or channel shall be immediately removed.

Endangered or Threatened Species Protections –

- Scoping was used to determine which special status species are known or could potentially occur within each project boundary and assessment area. This methodology provides a reasonable assessment of habitat types, elevations, soils, and vegetative communities that could be present within these areas and is representative of the habitats found in the general landscape. Specific operational mitigation measures are described in the harvest document or the RPF’s management plan. RCDTC and/or contracted individuals will also conduct surveys during February – July for raptors, insects, amphibians, and plants of concern. Although not anticipated, if any of these are discovered within the project areas, EEZs will be established, and the appropriate agency will be contacted for consultation.

Contractor Responsibilities -

- Contractor will work cooperatively with the district RPF, Forest Service personnel, RCDTC personnel, CAL FIRE and any funding agency representatives to ensure compliance with the guidelines, conditions, and criteria of the grant, harvest documents and/or categorical exemption.
- Contractor will provide an overall work schedule prior to the project start date and will provide updates to the schedule, at least, a week in advance of any work schedule alterations. This may include, but not limited to work stoppages due to equipment failure, employee availability, landowner issues, or accessibility issues.
- Contractor will include enough layout time and supervision time in the proposal to assure public safety and compliance with RCDTC requirements.
- Contactor will retain area/vegetation designated for retention or protection.
- Contractor will be responsible for the crew's safety and sanitation needs.
- Contractor will be responsible for ensuring protection of structures, property improvements, power lines and other utilities.
 - All traffic control and signs will be the responsibility of the Contractor, as needed.



EXHIBIT B

PAYMENT SCHEDULE

1. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The CONTRACTOR agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The CONTRACTOR further agrees that it shall maintain separate Project accounts in accordance with generally accepted accounting principles.
2. RECORDS: Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the CONTRACTOR agrees to:
 - (a) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - (b) Establish separate accounts which shall adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
 - (c) Establish separate accounts which shall adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
 - (d) Establish an accounting system which shall adequately depict final total costs of the Project, including both direct and indirect costs;
 - (e) Establish such accounts and maintain such records as may be necessary for the District to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (f) Maintain all other records necessary to support a state audit for a period of Ten (10) years.
3. Invoicing
 - 3.3.1 Consultant's invoices shall include the Agreement Number. The original invoice shall be submitted to the RCDTC Project Manager **monthly, by the tenth of each month** in arrears to:

Drew Barnhart

Resource Conservation District of Tehama County

PO Box 1232

Red Bluff, CA 96080

dbarnhart@tehamacountyrcd.org



3.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the CONTRACTOR. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the District's Project Manager.

3.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulation, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

3.4 The invoice shall contain the following information:

3.4.1 The word "INVOICE" shall appear in a prominent location at the top of page(s);

3.4.2 Printed name of the CONTRACTOR;

3.4.3 Business address of the CONTRACTOR, including P.O. Box, City, State, and Zip Code;

3.4.4 The date of the invoice;

3.4.5 The number of the Agreement upon which the claim is based; and

3.4.6 An itemized account of the work for which the District is being billed by task;

3.4.6.1 The time period covered by the invoice, i.e., the term "from" and "to";

3.4.6.2 A brief description of the work performed;

3.4.6.3 The amount due by task, based upon hourly unit cost for each labor category utilized. Other costs and charges shall be itemized at full cost supported by complete invoicing and other documentation.

3.4.6.4 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the CONTRACTOR under the terms of this Agreement; and

3.4.7 Original signature of CONTRACTOR

4. Budget Contingency Clause

The maximum amount to be encumbered under this Agreement is four hundred and eighty thousand dollars (\$480,000.00) unless otherwise modified in accordance with this Contract. If funding for the current year and/or any subsequent years covered under this Agreement is not provided to the District, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the District to make any payments under this Agreement. In this event, the District shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the CONTRACTOR with a right of priority for payment over any other party. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the District shall have the option to either cancel this Agreement with no liability occurring to the District or the State, or offer an agreement amendment



to CONTRACTOR to reflect the reduced amount.

EXHIBIT C

CERTIFICATION OF CONTRACTOR'S WORKERS COMPENSATION COVERAGE EXEMPTION REQUEST FORM.

The Resource Conservation District of Tehama County (District) requires all subcontractors to have on file with our office a Certificate of Workers' Compensation Insurance or a Certificate of Self-Insurance issued by the Director of Industrial Relations, or to obtain an exemption by completing and submitting this form.

To be exempt from workers' compensation, an applicant or licensee must submit this form to District, certifying under penalty of perjury that he or she does not employ anyone in a manner that is subject to the workers' compensation laws of California. (*Business and Professions Code Section 7125.*)

For exemption from workers' compensation, you must complete the requested information, check only one of the boxes, and sign the form.

Please type or print neatly and legibly in ink.

SECTION 1 – BUSINESS NAME AND ADDRESS

FULL BUSINESS NAME

BUSINESS MAILING ADDRESS number/street or P.O. Box, City, State, ZIP

BUSINESS STREET ADDRESS number/street only – NO P.O. boxes

BUSINESS PHONE () _____ FAX () _____



BUSINESS E-MAIL ADDRESS

SECTION 2 – REQUIRED CHECK BOX

YOU MUST CHECK ONLY ONE OF THE BOXES BELOW.

I do not employ anyone in the manner subject to the workers' compensation laws of California.

OR

I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier.)

SECTION 3 – REQUIRED SIGNATURE

FALSIFICATION OF ANY DOCUMENT IS SUBJECT TO PENALTIES UNDER THE LAWS OF THE STATE OF CALIFORNIA.

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that, upon employing anyone in a manner that is subject to the workers' compensation laws of the State of California, the claim of exemption executed under this form shall no longer be valid. I also understand that, as soon as I employ anyone subject to California's workers' compensation laws, I must obtain a Certificate of Workers' Compensation Insurance, submit that certificate to District within 30 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law. I further understand that failure to comply with this requirement is



grounds for termination of the contract.

Date _____

Signature of Authorized Firm/Subcontractor Representative (Owner, Partner, or Officer)

Printed Name of Authorized Firm/Subcontractor Representative (Owner, Partner, or Officer)



EXHIBIT E

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, the RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (hereinafter called "RCDTC"), has conditionally awarded to (here insert full name and address or legal title of Contractor)

As Principal (hereinafter called "Contractor") a Contract for "**Post Park Wood Management**" in the said Tehama county, in accordance with and consisting of the specifications of the various NEPA documents, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond for the Faithful Performance of said Contract,

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called "Surety") are held and firmly bound unto the RCD of Tehama County, Red Bluff, California in the sum of ----- dollars (\$0.00), in lawful money of the United States, for the payment of which sum well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, unless the above bounden Contractor, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in additions or alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to



their true intent and meaning, and shall indemnify and save harmless the RCDTC, and their employees and their consultants, and their agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor agrees not to assign this Contract except upon the written consent and approval of the RCDTC or their successor and assigns.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, that the Surety is an "Admitted surety" as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to its governing body.

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

Print name of Contractor

By: _____

Signature



Title of Signer

Surety Name

By: _____

Attorney-in-Fact

(Acknowledgment by Notary Public required)

Title

(SURETY SEAL)



EXHIBIT F

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the RESOURCE CONSERVATION DISTRICT of TEHAMA COUNTY (hereinafter called "RCDTC"), has awarded to (here insert the full name and address or legal title of Contractor)

(hereinafter called "Contractor") a Contract for "**Post Park Wood Management Project**", in the said Tehama County, in accordance with and consisting in part of plans and specifications in the various NEPA documents, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond in connection with said contract, providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, pro vendor or other supplies, or equipment used, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the Court.

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called "Surety") are held and firmly bound unto the RCD of Tehama County, Red Bluff, California in the sum of ----- Dollars (\$0.00), in lawful money of the United States, for the payment of which sum, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.



NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his heirs, executors, administrators, successors or assigns, or his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for the amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court.

This Bond shall insure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Sections 4200 to 4208, inclusive, of the Government Code of California and Section 3181 of the Civil Code of the State of California, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to them, or their assigns, if any suit is brought upon this Bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an "Admitted Surety" as that term is, or may be defined by California statute, regulation or the Department of Insurance.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____

Print name of Contractor



By: _____

Signature

Title of Signer

Surety Name

By: _____

Attorney-in-Fact

(Acknowledgment by Notary Public required)

Title

(SURETY SEAL)



NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

COUNTY OF TEHAMA))

On _____, before me, _____, a

Name of Notary Public

Notary Public in and for said State, personally appeared _____,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal

(SEAL)

Signature of Notary Public