

# WESTERN SHASTA RESOURCE CONSERVATION DISTRICT



NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL
FOR
FUEL REDUCTION SERVICES

# China Gulch Fuels Reduction Project Phase Il-Expansion

Existing Fuel Break Expansion



#### FOR USE IN CONNECTION WITH

CAL FIRE Grant Agreement 5GG21231; "China Gulch Fuels Reduction Project Phase II-Expansion"

# **Project Timeline Information**

BIDS DUE: Friday, September 20, 2024

Via email: <a href="mailto:kmiddlebrooks@westernshastarcd.org">kmiddlebrooks@westernshastarcd.org</a>
PDF Format

- Bid Walk Scheduled for 09/06/2024
- Contractor Selection by 09/25/2024
- Project work expected to start by 10/01/2024
- Project completion expected by March 2025

#### INFORMATION ONLY - NOT A PART OF THIS CONTRACT

Division 20, Chapter 6.95 of the California Health and Safety Code, in part, requires the submission of a Business Plan for Emergency Response by the operators of sites where hazardous materials are stored and handled at or above the State of California minimum reportable amounts. These amounts are 55 gallons of a liquid, 500 pounds of a solid, or 200 cubic feet of a gas at standard temperature and pressure.

The Shasta District Division of Environmental Health, which has been designated by the Shasta District Board of Supervisors as the administering agency for Chapter 6.95 of the California Health and Safety Code, advises that fees for the submission of a Business Plan can exceed \$1500.

The State of California Franchise Tax Board requires that whenever payments are made to a non-resident independent Contractor in excess of \$1,500 for services rendered, 7% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. An

individual who comes into the state to perform a contract of short duration is considered to be a non-resident. A corporation is also subject to the withholding requirements if it is neither

incorporated nor qualified to do business in California.

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#### WESTERN SHASTA RESOURCE CONSERVATION DISTRICT

#### NOTICE TO CONTRACTORS

Emailed proposals for the work shown on the plans entitled:

#### CHINA GULCH FUELS REDUCTION PROJECT PHASE II

Bids will be received via email to Western Shasta Resource Conservation District Project Manager, Kelli Middlebrooks until **4PM on Friday, September 20, 2024,** at which time they will be opened and publicly posted to the Western Shasta RCD's website: <a href="www.westernshastarcd.org">www.westernshastarcd.org</a>. Bids should be submitted in PDF format to <a href="kmiddlebrooks@westernshastarcd.org">kmiddlebrooks@westernshastarcd.org</a>.

#### **General Work Description:**

In 2019, Western Shasta Resource Conservation District (WSRCD) was contracted by Cal Fire to implement the China Gulch Fuel Break-- one of the Governor's 35 highest priority emergency fuel break projects. WSRCD oversaw the implementation of fuel reduction work on approximately 300 acres of primarily private property to increase the fire resiliency of southwest Redding and Happy Valley. In order to preserve and improve the longevity of the fuel break, WSRCD is seeking a qualified hand crew contractor to conduct an expansion of the fuel break. The selected contractor will cut and pile brush and ladder fuels (manzanita, toyon, ceanothus, live oak, etc.), limb up new growth on larger diameter healthy trees, and remove additional dead standing vegetation that has succumbed to the persistent drought. Cal Fire/BLM crews will follow up and burn the piles.

WSRCD is currently acquiring landowner access to authorize the work. The project relies on voluntary participation from the landowners in the footprint of the project. Because of this fact, WSRCD is seeking project bids on a per-acre-price basis.

WSRCD expects project completion to occur by March 2025. Work window may be extended as late as June 2025 depending on landowner permissions, weather conditions, and Cal Fire directives.

Fuel break boundaries will be marked with flagging. Georeferenced PDF maps will be provided that include unit boundaries. Any important exclusion features such as stream buffers, wildlife features or cultural sites will be flagged on-site and represented in the provided map. A WSRCD representative will be on-site during implementation to provide landowner coordination and treatment guidance.

**TREATMENT ACREAGE:** WSRCD estimates that the total amount of acreage to be treated by the selected contractor will be approximately 170 acres. PLEASE NOTE: This number is an *estimate*—because the project relies on gaining voluntary landowner access, we cannot precisely guarantee the total acreage at this time. The current project landowner access status map can be found at: <a href="https://www.westernshastarcd.org/china-gulch-fuel-break-phase-ii">https://www.westernshastarcd.org/china-gulch-fuel-break-phase-ii</a>

This work will include expanding the current fuel break.

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess an appropriate license classification, or a combination of license classification, which constitutes a majority of the work. WSRCD will use its discretion to determine if the contractor's license(s) are applicable and current. Appropriate license designation may include but are not limited to: Licensed Timber Operator, Class A, Licensed Arborist, Applicable Class C license(s), etc.

The successful bidder shall furnish a payment bond and a performance bond.

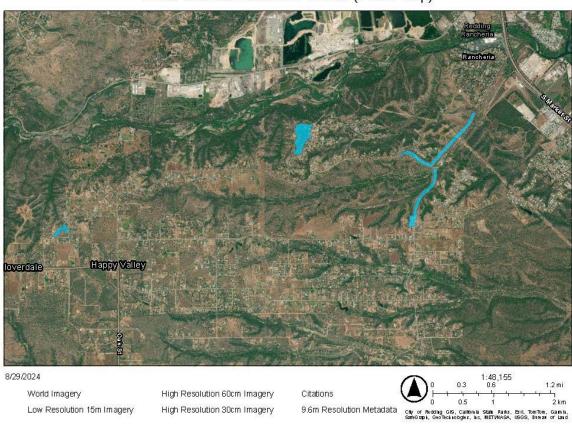
The Western Shasta Resource Conservation District hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

No bid will be considered unless it is made on a blank form furnished by the Western Shasta Resource Conservation District and is made in accordance with the provisions of the Proposal Requirements and Conditions set forth under Section 2 of the Special Provisions.

This is a fuel reduction project and therefore does not qualify as a Public Works project. This project is not subject to California Dept. of Industrial Relations prevailing wage compliance.

The Western Shasta Resource Conservation District reserves the right to reject any or all bids, or to waive any irregularity in any bid.

### **PROJECT MAPS**



China Gulch Fuel Break Phase II (Public Map)

Figure 1. Hand Crew Treatment Sections

# WESTERN SHASTA RESOURCE CONSERVATION DISTRICT SPECIAL PROVISIONS

#### **SECTION 1. SPECIFICATIONS AND PLANS**

- **1-1.01 GENERAL.**--The work, requirements and provisions embraced herein shall be done in accordance with the Project Specifications in this document.
- **1-1.02 PRIORITY OF DOCUMENTS.**--In cases where there may be conflicting provisions or requirements between any of the contract documents, the order of priority shall be as follows -- beginning with the highest priority and ending with the lowest priority. The Project Manager for the District should be contacted immediately if any questions pertaining to this list should arise.
  - 1. Permits from other agencies as may be required by law.
  - 2. Approved Contract Change Orders.
  - 3. The Agreement between the Western Shasta Resource Conservation District and the Contractor.
  - 4. The Bid to the Western Shasta Resource Conservation District.
  - 5. The Notice to Contractors.
  - 6. The Special Provisions
  - 7. Any specifications referenced in the Special Provisions not included in this priority list.
  - 8. The approved Project Scope of Work.

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#### SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

- **2-1.01 BIDS SHALL INCLUDE.** -- In addition to the documents described in Section 2-1.01 of the Special Provisions, bids shall include:
  - A. Bids shall be made on the form included with these documents. All items on the form must be filled out; numbers must be stated in figures and signatures of all individuals must be in longhand. The completed form must be without interlineations, alterations or erasures.
  - B. All prices or notations must be typed or written in ink. Bids written with pencil will not be accepted. Bidders must verify all quotations before submission, as they cannot be corrected after the bids are opened.
  - C. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
  - D. All addenda or bulletins issued during the time of bidding are to be included in the bid, and upon execution of a Contract they will become a part thereof.
  - E. A list of Subcontractors must be completed and attached.
  - F. The required bidder's bond or equivalent cashier's check shall accompany the bid.
  - G. Completed Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 7106 Non-Collusion Affidavit and Disclosure of Lobbying Activities.
  - H. Bids may be withdrawn by the bidder prior to, but not after, the time fixed for opening of the bids.
  - I. Bidder must initial each page of the bid proposal in the appropriate location.
- **2-2.01.1 INTERPRETATION OF DOCUMENTS.** Should a bidder find discrepancies and/or omissions or should he or she be in doubt as to their meaning, he or she shall at once notify the Project Manager, Kelli Middlebrooks, and should it be found necessary, a written Addendum will be sent to all bidders. The District will not be responsible for any oral interpretations or instructions.

#### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

Upon the bid submission deadline, a summarization of submitted bids will be posted at westernshastarcd.org.

WSRCD will review the bids for accuracy and all requirements and will select the lowest bid from the most qualified contractor. WSRCD reserves the right to select a contractor other than the lowest bidder if bid submission requirements are not met.

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the "Notice of Intent to Award" and contract for execution.

### SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION

#### 4-1.01 GENERAL.

The Contractor shall begin work within 8 calendar days after receiving Notice to Proceed that the Contract has been signed by the Western Shasta Resource Conservation District and, in lieu of any conflicting provisions, the Contractor shall diligently prosecute the same to completion before October 2024.

### 4-1.02 CONSTRUCTION SCHEDULE AND WORK HOURS.

The Contractor, within 5 working days after receiving the Notice to Proceed, shall prepare and submit for the District's approval, a schedule for the work with an intended start date. The progress schedule shall be related to the entire Project. This schedule shall indicate in detail the dates for the starting and completion of the various stages of implementation and shall be revised as required by the conditions of the work, subject to the Project Manager's approval. The schedule must specify the hours of work to be followed throughout the project. The Contractor may not work outside of normal business hours (hereby defined as Monday through Friday, 7 a.m. to 7 p.m.), without approval from the District. These work hours may be extended only with the written approval of the Project Manager. If circumstances require amendment of the hours of operation, the District shall be given a minimum of 48-hour notice prior to the start of such revised work schedules.

- **4-1.03 COMMENCEMENT OF WORK REQUIREMENTS.** The Contractor must provide the required Submittals to the Project Manager within five (5) working days of receipt of Notice to Proceed. The Project Manager will review and work with the Contractor cooperatively to approve the Contractor's submittals.
- **4-1.04 CONTRACTOR SUBMITTALS.** The Contractor must comply with the following submittal requirements within **5 working** days of receipt of the Notice to Proceed.
- Contractor must submit the name and address of the authorized representative who is to receive all written notices under this contract.
- Contractor must submit a Spill Prevention, Control, and Countermeasures Plan (SPCC) as required under 40 CFR 112 if oil or oil products are stored in quantities greater than 660 gallons in a single above-ground container or greater than 1320 gallons aggregate in aboveground containers.

Approval of all submittals by the Project Manager does not relieve the Contractor of his responsibility to perform the work in an acceptable manner and in accordance with the plans, the Project Specifications, and these Special Provisions.

**4-1.05 PRE-CONSTRUCTION CONFERENCE AND WEEKLY MEETINGS.** Prior to the start of any work, the Project Manager will hold a pre-construction conference to discuss important aspects of the project. The superintendent shall be on the site at all times that work is in progress. Failure to be on site at all times of work constitutes **suspension** of work by the Contractor. Weekly meetings will be held to discuss issues and scheduling.

#### **SECTION 5. GENERAL**

#### **SECTION 5-1. MISCELLANEOUS**

**5-1.01 LABOR NONDISCRIMINATION.** Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

# NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause" set forth in Section 7, "Labor Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt State or County contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt State or County construction contracts and subcontracts of \$5,000 or more.

**5-1.02 UNANTICIPATED CULTURAL RESOURCES DISCOVERY.** Construction operations on this project may unearth or uncover cultural resources of a historic or prehistoric nature. If a possible cultural resource is revealed, the Contractor shall cease work in the area of discovery and immediately notify the District. The Contractor shall protect the site from further damage. The right is reserved to the District and its authorized agents to enter upon the right-of-way for the purpose of investigating and/or excavating and removing such resources. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

If the Contractor is delayed in completion of the project by reason of unanticipated cultural resources discovery, such delays will be considered to be caused by an act of the District within the meaning of an appropriate extension of time will be granted.

**5-1.03 INSURANCE REQUIREMENTS.** The Contractor shall hold harmless from and indemnify Western Shasta Resource Conservation District, its officials, officers and employees against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or persons bodily injury, including death, or property being damaged by the Contractor or any of his subcontractors, or any person employed under said Contractor, or any of his subcontractors, or in any capacity during the progress of the work, whether by negligence or otherwise.

Contractor shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability not less than \$2,000,000.00 Combined Single Limit Bodily Injury and Property Damage.

Contractor shall obtain and maintain continuous commercial automobile liability insurance and/or other insurance necessary to protect the public with limits of liability not less than \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage.

Where applicable, appropriate coverage endorsements will be attached to include broad form contractual, broad form property damage, contractor's protective, products/completed operations, XCU, auto and non-owned auto, personal injury, and fire legal liability.

- 1. As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000 for the Contractor shall be disclosed to and be subject to approval by the District prior to the effective date of this contract.
- 2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract and continue coverage for a period of three years after the expiration of the contract and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, Contractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this contract.

Such insurance shall include Western Shasta Resource Conservation District, its officials, officers and employees as an additional insured and shall not be reduced or canceled without 30 days written prior notice certain to the District.

Insurance certificates provided by any insurance company or underwriter containing the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company," or similar language, are unacceptable.

Contractor shall obtain and maintain continuously, Worker's Compensation Insurance, to cover all the Contractor's employees and partners.

Certificates of liability, workers' compensation, and other insurance as described herein, must be submitted, as specified in the Proposal, to the District within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. These certificates shall be approved by the District prior to the contract being approved.

**5-1.04 CONTRACT BONDS.** Attention is directed to the provisions in Section 3-1.05 of the Standard Specifications. The amounts of the two bonds referred to shall be as follows:

Payment Bond - One hundred percent of the contract price Performance Bond - 50 percent of the contract price

The two bonds will not be accepted unless each conforms to its respective bond form included herein, and is properly filled out and executed. Additional bond forms may be obtained by emailing Project Manager, Kelli Middlebrooks.

#### 5-1.05 PERMITS AND LICENSES.

This work is exempt under the California Environmental Quality Act (CEQA) per Notice of Exemption SCH Number 2022110175.

The resource protection guidelines in this document will be strictly adhered to and incorporated into the scope of work.

**5-1.06 COMPENSATION.** Except as otherwise provided herein, full compensation for all expenses involved in conforming to the requirements of Scope of Work shall be considered as included in the unit prices paid for the various contract items and no additional compensation will be allowed therefore.

Contractor will be reimbursed for services performed per the payment provisions that will be described in the executed contract with WSRCD.

NOTE: WSRCD is only able to reimburse contractor upon their own adequate reimbursement from the granting agency.

**5-1.07 AUTHORITY OF DISTRICT REPRESENTATIVE.** 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 plans and specifications and the fulfillment of the contract by the Contractor.

#### 5-1.08 SUBCONTRACTORS.

- (a) Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of Public Contracts Code.
- (b) Contractor shall submit to the District the following information:
  - (i) The name and location of the place of business of each subcontractor performing work, labor or render construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the contractor's total bid.
  - (ii) The portion of the work to be done by each subcontractor.
- (c) The contractor shall list only one subcontractor for each portion of the work identified in the bid.
- **5-1.09 SITE INVESTIGATION AND REPRESENTATION.** The Contractor and their Subcontractor(s) acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation; disposal of materials, handling, and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the Work; and all other matters which can in any way affect the Work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of the surface and subsurface materials to be encountered from inspecting the site, as well as from information presented by the plans and specifications made a part of the Contract. Any failure by the Contractor to acquaint himself with all the available information or obtaining any additional information deemed necessary, will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

The Contractor warrants that as a result of his examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of

the District. The District assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless: (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the District.

The submission of a proposal shall be conclusive evidence that the Contractor and his Subcontractor(s) has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the contract documents.

**SECTION 6. (BLANK)** 

SECTION 7. (BLANK)

#### **SECTION 8. DESCRIPTION OF WORK**

Contractor will conduct fuel break expansion of the China Gulch Fuel Break. Contractor will exclusively use hand cutting and piling to implement the work. No mechanical treatment will be permitted.

## **Treatment specification:**

Live and dead vegetative fuels will be cut and piled to eliminate fuel ladders, decrease horizontal and vertical continuity of flammable vegetation, decrease flammability, and accelerate decomposition.

- The target post-treatment average canopy is approximately 40% where overstory canopy exists.
- All conifer trees greater than 12 inches' diameter breast height, hardwoods greater than 10 inches' diameter breast height and brush greater than 8 inches' stump diameter (2" above ground, uphill side) shall be retained unless:
  - 1. A tree of any size is a direct threat to personal safety or infrastructure, or
  - 2. a Registered Professional Forester (RPF) determines that an alternative standard better meets management objectives or improves the health of the forest stand, and
  - 3. is identified prior to cutting by an RPF or supervised designee.
- Dead and down material smaller than 10 inches in diameter and greater than 1 inch will be cut and piled.
- <u>Piles:</u> Cut material and slash between 1 inch and 12 inches in diameter and greater than 2 feet in length will be piled to minimum dimensions of 6 foot by 6 foot and maximum of 12 foot by 12 foot tall and wide.
  - Slash less than 1 inch in diameter or less than 2 feet in length shall be left on the ground.
  - Piles will be compact, free of interior open spaces, free of dirt or other noncombustibles.
  - Piles will be placed 10' from leave trees, trails, and roadways.
  - o Piles will not be built within riparian areas, stream buffers, or drainage features.
  - o Piles will not be built within Cultural Resource exclusions.
  - Piles must be a minimum of 6'x6' and no larger than 12' x 12'.
  - Piles must be located outside of the dripline of any trees left standing.
- All vegetation stumps heights will be cut no higher than 6 inches above the ground. All cuts will be a flat or parallel cut to the ground.
- Trees will be pruned (live and dead limbs) up to a height of 10 feet. Limbs will be pruned when branches are larger than 1/2 inches' diameter (regardless of length)

or greater than 2 feet in length (regardless of diameter). No pruning will be done to a height greater than 50% of total tree height.

- Generally, all downed dead trees and shrubs will be removed if they are solid (not rotten) and are not yet embedded into the ground. Downed trees and chaparral that are embedded into soil and which cannot be removed without soil disturbance will be left in place.
- The goal is to retain wildlife trees, snags and/or large woody debris identified by a Biologist and RPF or supervised designee as important elements of value to wildlife; at least one element per acre averaged across the treatment unit.
   Additional snags may be removed if they pose an immediate threat to work crews or public safety.
- Criteria for Selection of Leave Trees:
  - Has no apparent damage to the main bole
  - Is not visibly dead/dying
  - Demonstrates good vigor and is disease/bug free
  - Has at least 40 percent crown ratio or largest crown ratio if none greater than 40 percent are present.
- Contractor will use existing roads and access points. No new roads will be constructed.
- No cable yarding will be permitted.

All work done on BLM land will be subject to approval from the BLM prior to implementation.

#### **Fire Prevention**

Cal Fire Project Activity Levels (PAL) will be observed to prevent fire ignitions during project work. WSRCD and/or Cal Fire reserves the right to stop work at any time due to fire weather conditions.

#### **SECTION 9. PROJECT DETAILS**

#### **10-1.01 ORDER OF WORK.**

#### **CONSTRUCTION SEQUENCE:**

The Contractor will work with WSRCD to develop the specific proposed construction site sequence. Sequencing will likely be determined by contiguous section of parcel access, working east to west.

#### PROPOSED PROJECT SEQUENCE

### 1. Award Contract

The contract will be awarded once construction bids have been reviewed by WSRCD and the winning bidder is approved by the WSRCD's Board of Directors. This is expected to occur by September 25, 2024.

### 2. Provide Submittals

Contractor must provide and authorize the necessary documents related to insurance and prior to the WSRCD's issuance of a Notice to Proceed. Contractor must comply with the appropriate rules, regulations and required reporting throughout the project.

#### 3. Mobilization

This element includes the mobilization of materials and equipment necessary to begin the work and a variety of other tasks as listed in the Specifications.

#### 4. Project Implementation

Implementation of project according to the specifications in this project.

### 5. <u>Demobilize Project Site-Site Cleanup</u>

All construction debris and trash will be removed from the site.

#### (Proposal, To Be Submitted)

# PROPOSAL TO THE WESTERN SHASTA RESOURCE CONSERVATION DISTRICT FOR

#### **CHINA GULCH FUELS REDUCTION PROJECT PHASE II**

NAME OF BIDDER
BUSINESS ADDRESS
CITY, STATE, ZIP
TELEPHONE NO. AREA CODE ()
FAX NO. AREA CODE ()

The work is to be performed in accordance with the Special Provisions hereby specially referred to and by such reference made a part hereof.

#### TO THE WESTERN SHASTA RESOURCE CONSERVATION DISTRICT

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that they have carefully examined the location of the proposed work, the annexed proposed form of contract and the plans therein referred to; and they propose, and agree if this proposal is accepted, that they will contract with the Western Shasta Resource Conservation District in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Project Manager as therein set forth, and that they will take in full payment therefor the following item prices, to wit:

Bids are required for the entire work. The amount of the 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 items, 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 the total set forth for a 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 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 percentage wise the unit price or item total in the District's Final Estimate of cost.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the Western Shasta Resource Conservation District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or omit portions of the work, as may be deemed necessary or advisable by the Project Manager. The District reserves the right to eliminate items from the contract as it deems necessary to meet existing budget amounts.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums determined as specified, with surety satisfactory to the District, and fail to provide certificates of insurance that may be required within eight (8) days, not including Sundays and legal holidays, after the bidder has received notice from the Project Manager that the contract has been awarded, the District 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 Western Shasta Resource Conservation District.

ANY BIDDER ATTEMPTING TO INFLUENCE DISTRICT STAFF OR THE DECISION-MAKERS, OR ANY OTHER INTERFERENCE WITH OR DEVIATION IN THE BID PROCESS, MAY RESULT IN THE DISQUALIFICATION OF THE BIDDER.

#### PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, 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.

#### **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable 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, Questionnaire, and Non-Collusion Affidavit.

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

#### **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury 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 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 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.

#### PUBLIC CONTRACT CODE SECTION 7106 AFFIDAVIT

NOTICE TO CONTRACTORS: The following section <u>must</u> be notarized.

# "NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California
County of Shasta

\_\_\_\_\_\_\_, being first duly sworn, deposes and say that

(Name)
he or she is

(Title)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

WITNESS my hand and official seal.

This area for official notarial seal

Signature\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_

Notary Name:\_\_\_\_\_\_\_ Notary

Phone:\_\_\_\_\_\_
Notary Registration Number:\_\_\_\_\_ County of

# **END OF SECTION**

#### BIDDER'S GENERAL INFORMATION AND STATEMENT OF EXPERIENCE

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. I through 5, at the time of bid submittal will cause the bid to be non-responsive and may cause its rejection. Bidders shall submit Item Nos. 7 and 8 if requested by WSRCD prior to award of contract. No award will be made until all of the Bidder's General Information (i.e., Items I through 6, inclusive and Items 6 and 7, if requested) is delivered to and accepted by WSRCD.

(	Contractor's Name:
=	
C	Contractor's License: Primary Classification
5	State License No.
E	Expiration Date:
5	Supplemental Classifications held, if any:
_	
N	Name of Licensee, if different from (1) above:
_	
١	Name of person who inspected site or proposed Work for your firm:
١	Name: Date of Inspection:
	Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:
_	
_	

(5) List at least three hand crew fuels reduction projects completed as of recent date involving work of a similar scope.

Project	Contract Price	Name, address, telephone # of OWNER
1.		
2.		
3.		
4.		
5.		

- (6) The resume of the person who will be designated chief construction superintendent or onsite construction manager.
- (7) A financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

#### CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, 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 of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this 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, U.S. Code. 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 prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

### **DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

	(222.212.22.22.22.22.22.22.22.22.22.22.22		,	
1. Type of Federal Action:	2. Status of Feder		3. Report Type:	
a. contract	a. bid/offer/applicatio		a. initial filing	
<sup>l</sup> b. grant	l Jb. initia	l award	b. materia	ıl change
c. cooperative agreement	c. post	-award	For Material	Change Only:
d. loan			year	quarter
e. loan guarantee			date of las	st report
f. loan insurance				
4. Name and Address of Reporting	g Entity:	5. If Reporting En	itity in No. 4 is a S	ubawardee, Enter Name
☐ Prime ☐ Subawardee		and Address of		
Tier	, if known:			
	,			
Congressional District, if know	n: <sup>4c</sup>	Congressional	District, if known:	
6. Federal Department/Agency:		7. Federal Progra	m Name/Descripti	on:
		CFDA Number,	if applicable:	
8. Federal Action Number, if know	n:	9. Award Amount	t, if known:	
		\$		
10. a. Name and Address of Lobb	vina Pegietrant	h Individuals Per	forming Services	(including address if
(if individual, last name, first		different from N	-	(Including address ii
(II III III III III III III III III III	iairie, ivii).	(last name, firs	,	
		(last riairie, liis	t riarrie, ivii ).	
A Information requested through this form is authorize	ed by title 31 U.S.C. section	a: .		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact		Signature:		
upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Print Name:		
		Telephone No.:		Date:
Federal Use Only:				Authorized for Local Reproduction
reactar osc only.				Standard Form LLL (Rev. 7-97)

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, the Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and

reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## **SUBCONTRACTOR LISTING**

See Section 5-1.14 "Subcontractors" of the Special Provisions for details pertaining to this listing.

Subcontractor (Name and Address)	License Number	Classification	Indicate if DBE	Bid Item Number	% of Bid Item (When a portion of an item is subcontracted, describe the portion)	\$ Value of work
			Signed		Date	

<sup>\*</sup> This form must be filled out. Indicate 'none' if none proposed and sign.

(Contractor)

#### **IMPLEMENTATION OF**

# CHINA GULCH FUELS REDUCTION PROJECT PHASE II FOR

### WESTERN SHASTA RESOURCE CONSERVATION DISTRICT

BID FORM: (Refer to Bid Descriptions on subsequent pages for a more detailed description of items included under each of the following items)

ITEM NO.	DESCRIPTION	UNIT	TOTAL
1	CHINA GULCH PHASE II	ACRE	

The Total Bid shall be generated from the above bid items by adding together the total amount for each bid item, in accordance with the requirements the Contract, see Attachment C. The sum of all the bid item amounts shall be the bidder's bid and inserted, both in words and numerically, in this section.		
Total Bid Schedule		
\$/ACRE		
Total Bid Schedule written in words:		
Bidder hereby acknowledges that Addenda Numbers are included with this Bid.		

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<u>ADDENDA:</u> This proposal is submitted with respect to the changes to the contract documents specified in addendum numbers:
included herewith.
Accompanying this proposal is
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 name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name 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 Expiration Date
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 statements of Public Contract Code Sections 10162, 10232, 10285.1, and 7106 are true and correct.
Date:
SIGN HERE:
SIGNATURE OF BIDDER
Business Address
Place of Business
32

Place of Residence _		
22		
33		

# BIDDER'S BOND WESTERN SHASTA RESOURCE CONSERVATION DISTRICT

KNOW ALL MEN BY THESE PRESENTS:
That we,
as PRINCIPAL, and
as SURETY, are held and firmly bound unto the Western Shasta Resource Conservation District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) of THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Western Shasta Resource Conservation District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$\
Anderson (Name of City where bids will be opened)
(Name of City where bids will be opened)
California, on(Date of Bid Opening)
for
CHINA GULCH FUELS REDUCTION PROJECT PHASE II in Shasta County, California.
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#### **BIDDER'S BOND**

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

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

IN WITNESS WHEREOF, we have hereunto A.D	o set our hands and seals on this day o
<u>-</u>	SEA
-	SEA
<u>-</u>	SEA
<u>-</u>	SEA Principal
<u>-</u>	SEA
-	SEA
-	SEA
-	SEA

**NOTE:** Signatures of those executing for the surety must be properly acknowledged.

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# PERFORMANCE BOND WESTERN SHASTA RESOURCE CONSERVATION DISTRICT

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_, the Contractor in the contract hereto annexed, as PRINCIPAL, and as SURETY, are held and firmly bound unto the Western Shasta Resource Conservation District, hereinafter called the DISTRICT, in the sum of lawful money for the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents. Signed and sealed and dated: The condition of the above obligation is such that if said principal as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him and shall furnish all tools, equipment, facilities, transportation, labor and material, other than material (if any) agreed to be furnished by the District, necessary to perform and complete in good workmanlike manner the work of: in strict conformity with the terms and conditions set forth in the contract hereto annexed, and shall pay or cause to be paid all persons who perform labor for, or furnish materials to said Contractor, or to any subcontractor in the execution of said contract then this obligation shall be null and void - otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to the performed thereunder of the specifications accompanying same shall in any wise 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 the specifications. It is further agreed that this bond shall cover all work for the duration of the contract. \_\_\_\_\_SEAL \_\_\_\_\_ SEAL SEAL Principal NOTE: Signatures of those executing SEAL for the surety must be properly acknowledged. \_\_\_\_\_ SEAL SEAL

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		SEAL
Sure	ety	

# PAYMENT BOND WESTERN SHASTA RESOURCE CONSERVATION DISTRICT

KNOW ALL MEN BY THESE PRESENTS:

That we,	, the Contractor in the contract		
hereto annexed, as PRINCIPAL, and	torn Shasta Pasaurea Consonyation District		
as Surety, are held and firmly bound unto the Western Shasta Resource Conservation District, hereinafter called the DISTRICT, in the sum of			
·	or the United States, for which payment, well		
and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.			
Signed and sealed and dated:			
The condition of the above obligation is such that if said principal as Contractor in the contract			
hereto annexed, or his or its subcontractor, fails to pay for any materials, provision, provender of other supplies or items, used in upon for or about the performance of the work contracted to be			
done by said Contractor, namely, to furnish all tools, equipment, apparatus, facilities,			
transportation, labor and material, other than material (if any) agreed to be furnished by the			
District, necessary to perform and complete in good workmanlike manner the work of:			
in strict accordance with the terms and conditions s	et forth in the contract hereto anneved, or for		
in strict accordance with the terms and conditions set forth in the contract hereto annexed, or for any work or labor done thereon of any kind, for amounts due under the Unemployment			
Insurance Act with respect to such work or labor, said surety will pay for the same in an amount			
not exceeding the sum herein before set forth, and			
a reasonable attorney's fee, to be fixed by the cour			
the requirements of Chapter 3 of the provisions thereof, and shall inure to the benefit of any and			
all persons, companies and corporations entitled to file claims under and by virtue of the			
provisions of the Code of Civil Procedure, or to their assigns; and 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 work to be performed thereunder of the specifications			
accompanying the same shall in any wise affect its obligations on this bond, and it does hereby			
waive notice of any such change, extension of tin	ne, alteration or addition to the terms of the		
contract or to the work of the specifications.	SEAL		
	Principal		
NOTE: Signatures of those executing	SEAL		
for the surety must be			
properly acknowledged.	SEAL		
	STAL		
	Surety SEAL		
	,		
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