

**Hamilton City Flood Damage and Ecosystem Restoration Project**  
Phase 2B Ecosystem Restoration

**CONTRACT**

This agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Reclamation District No. 2140 hereinafter DISTRICT and \_\_\_\_\_ hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT.

**1. CONTRACT DOCUMENTS**

The following documents are by this reference incorporated in and made a part of this Agreement: The General Specifications; the Performance Work Statement; the Forms Specifications; the contract drawings; all addenda; the Notice to Contractors; the Bid Form and all attachments thereto; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

**2. SCOPE OF WORK**

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend, and hold harmless the DISTRICT from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall be responsible for its own work, property and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR'S work, property, or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

The Scope of Work to be performed under the contract is generally described as implementing approximately 410 acres of riparian habitat restoration on the Hamilton City Phase 2B Ecosystem Restoration Project, across two (2) separate sites. Work will include site preparation, irrigation installation, planting, and establishment and maintenance of the sites. The habitats to be restored are cottonwood riparian forest, mixed riparian forest, valley oak riparian forest, valley oak woodland, valley oak elderberry savanna, elderberry savanna, valley needlegrass grassland and valley creeping wildrye grassland as described in the attached CONTRACTOR'S Proposal, dated \_\_\_\_\_.

**3. COMPLETION**

Said work shall be completed and ready for final acceptance pursuant to the General Specifications.

**4. PAYMENT**

The total accepted bid price: \$\_\_\_\_\_. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

Except for retention earnings, if withheld, payment shall be made for all undisputed and properly submitted payment requests in accordance with the Contract Documents after approval. Retention earnings shall be paid in accordance with the Contract Documents after the date of completion. Retention earnings shall be zero percent (0%) of each amount approved for payment. Up to one hundred fifty percent (150%) of disputed amounts may be withheld until resolution of the dispute. Payment for disputed amounts will be made in accordance with the Contract Documents after resolution of the dispute. Monthly and final invoices and payments shall be in accordance with applicable articles in the General Specifications and Performance Work Statement of the Contract Documents. Contract payments will not be made when payroll records are delinquent or inadequate.

This project is subject to funding from the Department of Water Resources (DWR). Contract payments shall only be made after invoices are submitted to RD 2140 for review, approved by RD 2140, submitted to DWR, and payment is made by DWR to RD 2140. RD 2140 shall pay Contractor within thirty (30) calendar days after receiving payment from DWR. RD 2140 shall not be liable for any payment related to this RFP or the Scope of Work prior to the execution of the Contract, even if the services or work is done in good faith or reliant on oral promises. For any payment questions, contact the RD 2140

The written invoice statement shall be addressed to:

Reclamation District No. 2140  
P.O. Box 758  
Hamilton City, CA, 95951

CC:  
Adam Riley  
Larsen Wurzel and Associates, Inc  
2450 Venture Oaks Way, Suite 240  
Sacramento, CA 95833

## 5. PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by CONTRACTOR, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the Labor Compliance Program.

This is a construction project in accordance with Section 1771.5 of the California Labor Code. This contract is subject to: (1) Federal Labor Standards Provisions as required by the Davis-Bacon Act and other applicable Federal requirements, (2) Equal Employment Opportunity requirements pursuant to Executive Order 11246, and (3) Minority Business Enterprise (MBE) development pursuant to Executive Order 12432.

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor or as determined by the Director of the California Department of Industrial Relations. The higher of the two rates will be paid in accordance with the following acts and codes:

- (1) The Davis-Bacon Act, and
- (2) Section 1770, and following, of the California Labor Code.

A copy of the minimum wage rates, as established by the U.S. Secretary of Labor, is included in the Reference section of the Specifications and copies of the prevailing rate of per diem wages, as determined

by the Director of the California Department of Industrial Relations, are on file at the office of the Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento CA 95827 (916-875-2711).

CONTRACTOR shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and by the U.S. Secretary of Labor.

## 6. INSURANCE

The CONTRACTOR shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation, and such other insurance as required by the General Specifications.

## 7. WORKERS' COMPENSATION CERTIFICATION

By execution of this Agreement, the 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."

## 8. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall, before beginning said work, file two (2) bonds with RD 2140, each made payable to the Reclamation District 2140. These bonds shall be issued by a surety company authorized to do business in the State of California, meeting the requirements of the specifications, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code, Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code, Sections 2819 and 2845.

## 9. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, the additional agencies and entities listed as additional insureds in the General Specifications, their respective governing Boards, officers, directors, officials, trustees, employees, agents, and designated volunteers, ("Indemnified Party") from and against any and all claims, demands, actions, losses (including death), liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of the CONTRACTOR, its officers, agents or employees, or the acts or omissions of anyone else directly or indirectly acting on behalf of the CONTRACTOR, or for which the CONTRACTOR is legally liable under law, regardless of whether caused in part by a party indemnified hereunder. CONTRACTOR shall not be liable for any claims, demands, actions, losses, liabilities, damages, and costs to the extent caused by the active negligence or willful misconduct of Indemnified Party where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The provisions of this Section shall survive expiration or termination, for default or otherwise, of any agreement between CONTRACTOR and DISTRICT.

## 10. NON-DISCRIMINATION IN EMPLOYMENT

- A. CONTRACTOR shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, or physical or mental handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants for employment, notices that CONTRACTOR shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.
- B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

## 11. MISCELLANEOUS PROVISIONS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of CONTRACTOR and to the successors in interest of the DISTRICT in the same manner as if such parties had been expressly named herein.

All times stated here in or in the contract documents are of the essence hereof.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and CONTRACTOR may be subject to the payment of property taxes levied on such interest.

## 12. TERMINATION WITHOUT CAUSE

In addition to its rights under Section 5 of the General Specifications, the DISTRICT shall have the right to terminate this Agreement without cause. In the event of such termination, and in accordance with said Section 5, the CONTRACTOR shall be entitled to payment for all work and quantities accepted prior to the time of termination.

## 13. CERTIFICATION OF NON-DEBARMENT

Reference Government Debarment and Suspension (49 CFR Part 29).

The CONTRACTOR certifies, by acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a federally funded contract by any federal department or agency. It further agrees by executing this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have caused this Agreement to be effective as of the day and year first above written.

DISTRICT:

RECLAMATION DISTRICT 2140

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By: \_\_\_\_\_

P.O. Box 758, Hamilton City, CA 95951

(530) 826-4755

RD2140.org

CONTRACTOR:

Contractor

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By: \_\_\_\_\_