

## REQUEST FOR BIDS

### QUARRY PARK SHADED FUEL BREAK

*Sponsored by the*  
**SAN MATEO RESOURCE CONSERVATION DISTRICT**

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**Amended**  
**March 22, 2022**

**Amendment to Page 8, Licenses and Page 6 Proposal and Work Schedule Bid Tour RSVP date.**

## **REQUEST FOR BIDS [QUARRY PARK SHADED FUEL BREAK]**

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EXHIBIT A: Project Plans and Specifications

EXHIBIT B: Cost Proposal

EXHIBIT C: Contractor Questionnaire

EXHIBIT D: Sample Contract

EXHIBIT E: San Mateo RCD and Coastal Conservancy Insurance Requirements

EXHIBIT F: Prevailing Wage Requirements

EXHIBIT G: Certificate of Compliance

EXHIBIT H: Billing Instructions for Contractors

**Published by the authority of:**

San Mateo RCD Board of Directors

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**Bid Completion Checklist**  
**[Quarry Park Shaded Fuel Break]**

For bids to be considered complete, prospective contractors must include:

- Signed and completed copy of all sections of Exhibit B
  - Bid Schedule
  - Subcontractors
  - References
  - Certification
- Contractor Questionnaire responses EXHIBIT C
- Signed and completed copy of EXHIBIT F: Prevailing Wage Requirements

All other attached documents are included for informational purposes only and are not required to be completed at the time of submission.

## **REQUEST FOR BIDS**

### **QUARRY PARK SHADED FUEL BREAK**

#### **1. Introduction**

San Mateo Resource Conservation District (SMRCD), in partnership with San Mateo County Parks, aims to create a shaded fuel break along existing fire roads within Quarry Park. This will be achieved by reducing understory vegetation. Eucalyptus trees are the dominant vegetation. This project is funded by the California Coastal Conservancy.

Benefits of the project include:

- Improve firefighter's ability to respond to an incident in the park and conduct critical fire containment and suppression activities
- Reduce understory vegetation and small diameter trees that contribute to the rate at which fire spreads
- Reduce ladder fuels that can contribute to a ground fire becoming a canopy fire
- Reduce the number of small diameter eucalyptus that contribute to canopy density in the park
- Mitigate fire risk to supporting the ability of residents to evacuate should it be necessary
- Increase wildfire resiliency for the community of El Granada (adjacent to Quarry Park), and neighboring WUI (Wildland Urban Interface) communities of the Midcoast area.
- Manage invasive species and increase biodiversity

The San Mateo Resource Conservation District (SMRCD) seeks qualified contractors (Contractor) to implement a fuel reduction project by creating shaded fuel breaks and removing hazardous trees along existing fire roads within Quarry Park.

Work will include reducing understory vegetation and removing large diameter hazardous trees and downed trees. Large diameter hazard trees are trees that are declining in health and vigor, threatening park infrastructure such as fire roads. These trees, along with the downed trees, will be pre-identified by SMRCD, County Parks or their supervised designee. Understory vegetation removal will be conducted 100 feet from either side of fire roads in the interior of the park, which will cover approximately 40 acres total; tree removal will be conducted in an area up to 200 feet from either side of the fire roads and will allow for select hazard trees to be removed across a 100-acre area. The 40 acres of understory vegetation removal will overlap with the 100 acres of hazard tree removal, making the total footprint of this project approximately 100 acres total.

Treatment will be conducted via hand removal using chainsaws, and mechanical methods using heavy equipment. Equipment might include remotely controlled masticators with capacity to operate on slopes greater than 40% and skid-steer with forestry grapple, or mini-excavator with articulating grapple implement. Whereas some sections may accommodate an excavator mounted masticator, others will be out of reach of the road arm. Other heavy equipment may be proposed for use by the Contractor and must be approved by the SMRCD and County Parks. To propose other heavy equipment, the Contractor should be prepared with equipment dimensions, weight, and photos of equipment.

Small diameter debris (up to 10-inch diameter) will be chipped with a track chipper with a minimum capacity to process material up to 20 inches in diameter to reduce the strain of eucalyptus hardwood on equipment and resulting in fewer operational issues. Chips will be broadcast on site to assist with disturbance mitigation, erosion control and weed suppression. Larger diameter logs will also be chipped and spread on site where possible to a depth of 6-8 inches and not to exceed more than 10 inches. Disposal off site would be needed where this chip depth would be exceeded. *If chip depth is not exceeded, off-site disposal is not necessary.* In some instances, larger diameter logs may be dispersed within the landscape but only with prior authorization and at the discretion of SMRCD or San Mateo County Parks.

In addition to the physical removal of vegetation, herbicides will be used for supplemental vegetation treatment. Cut stump applications will be applied (within 1 minute of stumps being cut) to prevent the resprout of invasive species such as eucalyptus trees and woody shrubs like French broom.

Disturbance to select native vegetation will be avoided under the direction of SMRCD and County Parks staff when possible.

Contracting Entity: SMRCD is the contracting entity and project manager on behalf of the landowner, San Mateo County Parks. SMRCD is a non-regulatory public benefit district established to help people protect, conserve, and restore natural resources through information, education, and technical assistance programs. SMRCD is a division of state government under Division 9 of the Public Resources Code.

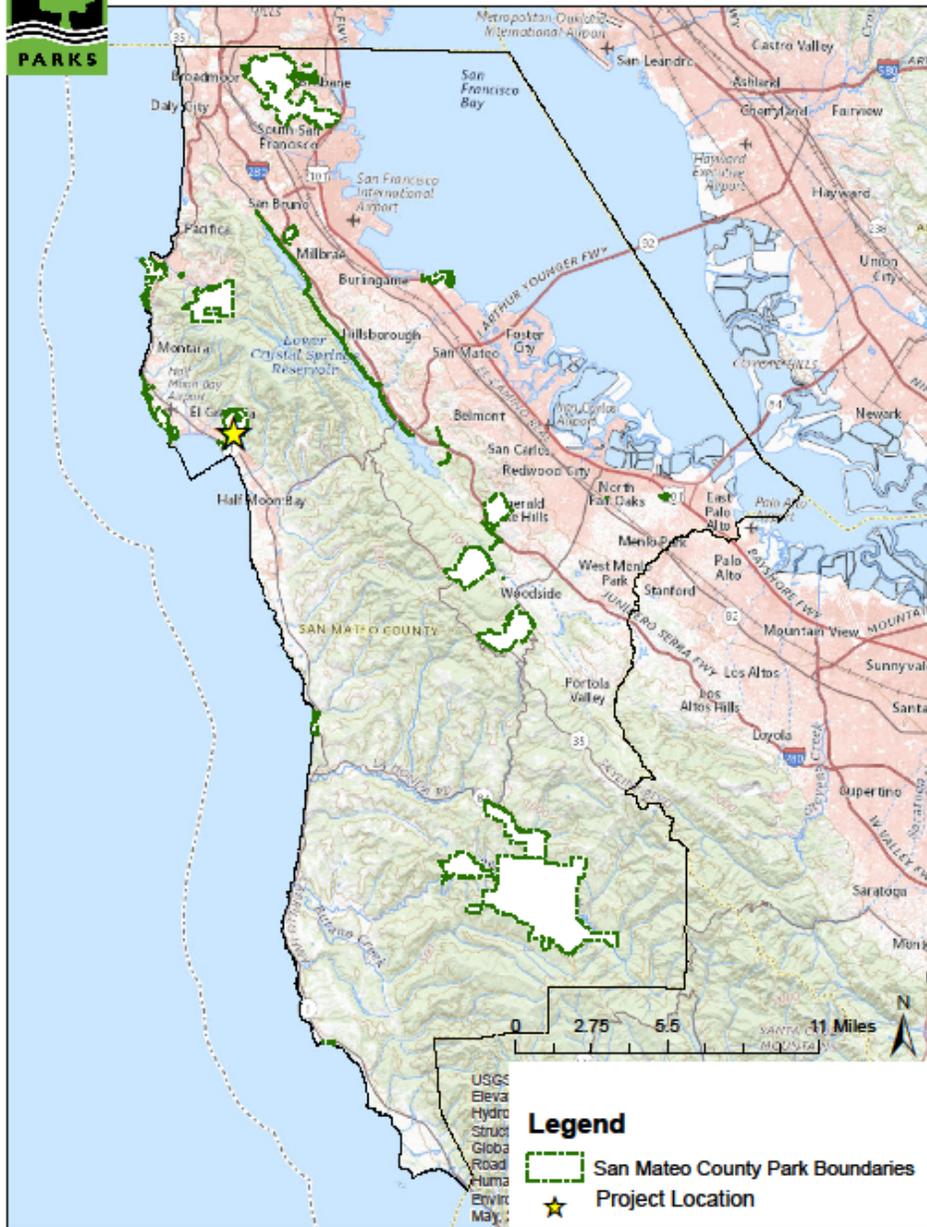
Notice of Grant Funding: Bidders are notified that this project is a grant-funded project through the State Coastal Conservancy. SMRCD may not pay the contractor until grant funds are received from the funding agencies, which is normally between [60 and 120 days] from the approved pay request.

## **2. Location**

San Mateo County's Quarry Park is located in the Midcoast region of the San Francisco Peninsula and includes a 314-acre eucalyptus forest. The entrance to the park is at the intersection of Santa Maria Ave and Columbus St in the community of El Granada, California.

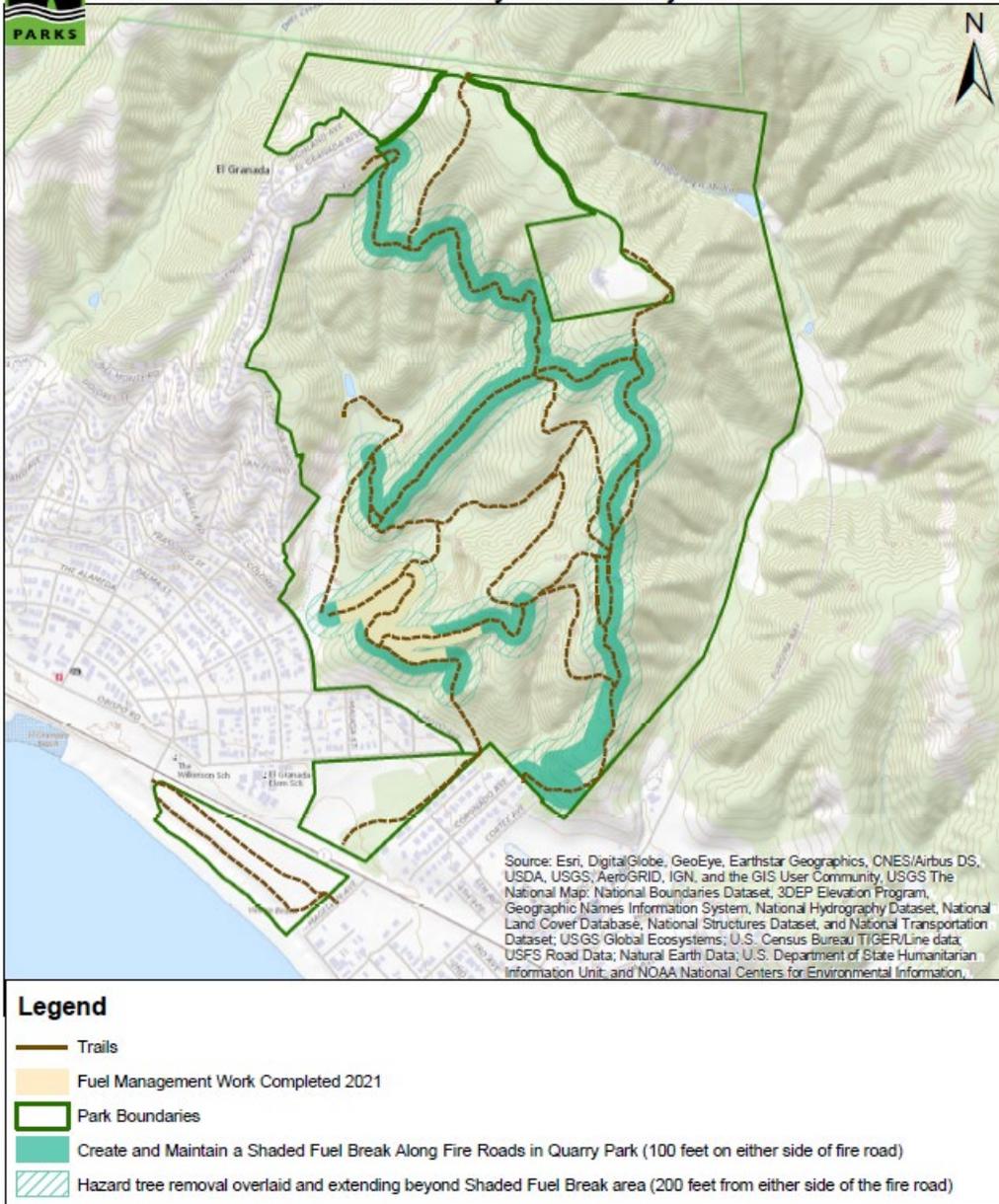


# Regional Project Location Map for Quarry County Park Wildfire Fuel Management Project





# Quarry County Park State Coastal Conservancy Grant Project



### 3. Plans and Work Sites

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

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

#### **4. Scope of Work**

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

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

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

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

#### **5. Project Cost and Funding**

The San Mateo Resource Conservation District (SMRCD) received a grant from the State Coastal Conservancy in June of 2021 to fund a fire mitigation project in Quarry Park, a San Mateo County Park. The Quarry Park Eucalyptus Fuel Break Project includes a total of 49 acres of shaded fuel break (9 acres which have already been treated). The park is located in a CAL FIRE-identified Very High Fire Severity Zone and includes a dense growth of non-native eucalyptus over 314-acres located on steep slopes adjacent to the El Granada Community. This project will build upon the 100 acres of fuel reduction work conducted in 2019 as part of the Governor’s 35-High Priority Project list to protect vulnerable populations through fire fuel reduction and is part of County Parks routine maintenance program.

The cost estimate for this project is \$700,000

#### **6. Documentation**

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

EXHIBIT A: Project Plans and Specifications

EXHIBIT B: Cost Proposal

EXHIBIT C: Contractor Questionnaire

EXHIBIT D: Sample Contract

EXHIBIT E: San Mateo RCD and Coastal Conservancy Insurance Requirements

EXHIBIT F: Labor Compliance Program

EXHIBIT G: Certificate of Compliance

EXHIBIT H: Billing Instructions for Contractors

Additional project specifications and information may be provided at the bid tour. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding all aspects of project construction and administration. The Bid Evaluation Form (Exhibit C) will be used by RCD staff to objectively score all bids for presentation to the Board of Directors.

## 7. Proposal and Work Schedule

Date of announcement	[3/9/2022] Wednesday
RSVP Bid Tour (required – directions and parking instructions will be provided upon RSVP Confirmation)	<b>[3/28/2022] Monday</b>
Bid Tour (mandatory for all bidders)	[4/6/2022] Wednesday- All contractors will meet at the Quarry Park main entrance. Additional information will be provided upon RSVP. Expect to be on site for 2-3 hours.
Questions/Inquiries Accepted	[4/18/2022]
Deadline for proposal submissions	<p>[4/19/2022] Tuesday (hard copy received or via digital timestamp). Late proposal submissions may not be considered.</p> <p>Bids may be submitted digitally (preferred) to <a href="mailto:fire@sanmateorcd.org">fire@sanmateorcd.org</a> or by hard copy to:</p> <p>San Mateo RCD          Attn: Erica Harris          80 Stone Pine Road, Suite 100          Half Moon Bay, CA 94019</p> <p>*Please include “Quarry Park Bid Submission” in the subject line of your email. Bid submissions will not be opened until the bid opening date. Inquiries should be sent with the subject line “Quarry Park Bid Inquiry.” The RCD will do its best to provide reasonable accommodation for all bidders.</p>
Public Opening of Bids	<p>4/21/2022 Thursday at 2PM on Zoom. See link below:</p> <p>Link  <a href="https://us02web.zoom.us/j/87967547863?pwd=VE9qNIJKbXZ2UnI5eVlvWGROSDNZUT09">https://us02web.zoom.us/j/87967547863?pwd=VE9qNIJKbXZ2UnI5eVlvWGROSDNZUT09</a></p> <p>Or phone:          Dial by your location          +1 669 900 6833 US (San Jose)          +1 346 248 7799 US (Houston)          +1 253 215 8782 US (Tacoma)          +1 929 205 6099 US (New York)          +1 301 715 8592 US (Washington DC)          +1 312 626 6799 US (Chicago)</p>

	Meeting ID 879 6754 7863  Passcode 755693
RCD Board Approval of Award	[5/19/2022]
Notification of Award	5/20/2022
Contract Date	[6/01/2022]
Work Commence Date with the following conditions: -Permitting is complete -All work is dependent on favorable weather conditions -Contractor shall coordinate commencement with RCD -No work shall begin until authorized by RCD	[6/8/2022] Wednesday
Work Completion Date	[Oct 31 <sup>st</sup> 2023]

### 8. Prevailing Wage Laws

This project is considered a public work or public improvement and is therefore subject to Prevailing Wage pursuant to Part 7 of Division 2 of the California Labor Code (commencing with Section 1720.) See Exhibit F for Prevailing Wage Requirements.

### 9. Registration Pursuant to Labor Code Section 1725.5

All contractors and subcontractors who will perform any portion of the work must be currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Bids submitted by contractors, or including subcontractors, who are not registered or do not have DIR numbers listed, will be rejected.

RCD will be using compliance consultant North Valley Labor Compliance Services (NVLCS) to provide contractors with guidance on compliance with California Labor Code prevailing wage requirements. This guidance/assistance from NVLCS does not include administrative services/support necessary to comply with prevailing wage requirements but the cost of such administrative services/support is an eligible cost that may be included in your bid. For more information, bidders may contact NVLCS [Carolyn Lay – Senior Labor Compliance Officer – (714) 408-8687].

### 10. Permits

The RCD will be responsible for obtaining all necessary permits. Copies of all permits will be provided to the Contractor, and one copy of each permit must be kept at the job site at all times.

### **11. Inspections**

All work performed on this project shall be subject to regular inspections to confirm permit compliance and contractor adherence to project specifications. Inspections shall occur regularly during construction and a final inspection upon completion of the project.

### **12. Sensitive Areas**

The project site is an environmentally sensitive area. Contractor shall take all precautions and measures necessary to protect the environmental integrity of the site, including but not limited to the protection of all plants, animals, and aquatic life.

### **13. Licenses**

**To submit a bid on this contract, the contractor must have a valid LTO (Licensed Timber Operator), or C-61/D-49 Tree Contractor's License issued by the Contractor's State License Board. In addition to one of these, the contractor must have a valid Qualified Applicator License for herbicide application.**

### **14. Safety Plan**

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

### **15. Evaluation of Bids**

The Contractor Questionnaire (Exhibit C) will help inform all bid proposals. The RCD may choose the best value proposal that also meets all criteria put forth in this Request for Bids. RCD has the right to reject any and all proposals and add alternates if bids do not satisfy the requirements for a complete bid submission.

### **16. Contract and Payment**

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

### **17. Bonds**

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

Contractor will provide signed copies of the following before commencement of the work:

- Material and Labor Bond
- Performance Bond
- Certificate of Compliance (Exhibit G)
- Signed proof of liability coverage

**EXHIBIT A**  
**Project Plans and Specifications**  
**QUARRY PARK SHADED FUEL BREAK**

**Project Background**

San Mateo County's Quarry Park, located in the Midcoast region of the San Francisco Peninsula, includes a 314-acre eucalyptus forest directly adjacent to the community of El Granada. The forest is densely overstocked across predominately steep slopes and is located within a State designated Very High Fire Severity Zone (VHFSZ). The purpose of this project is to increase wildfire resiliency for the Midcoast of San Mateo County.

San Mateo Resource Conservation District partnered with San Mateo County Parks to implement shaded fuel break creation and hazardous tree removal along existing fire roads within Quarry Park by reducing understory vegetation, downed trees, and strategically removing large diameter trees that are declining in health and vigor. This project will increase accessibility of the Park's fire roads for first responders during wildfire suppression activities or medical calls. This work may also modify fire behavior by reducing the rate of fire spread or reducing the potential for canopy ignition. This will increase the wildfire resiliency for the community of El Granada, which is directly adjacent to Quarry Park, and benefit neighboring WUI (Wildland Urban Interface) communities of the Midcoast area.

**Project Location**

San Mateo County's Quarry Park is located in the Midcoast region of the San Francisco Peninsula and includes a 314-acre eucalyptus forest directly adjacent to the community of El Granada. Quarry Park includes fire roads, hiking trails, a playground and picnic site.

**Project Specifications**

The creation of shaded fuel breaks will be achieved by reducing understory vegetation. Understory vegetation removal will be conducted 100 feet from either side of fire roads in the interior of the park and will cover approximately 40 acres total.

**Understory vegetation removal**

- Covers 40 acres using manual, mechanical and chemical treatments
- In 2022 approximately 25 acres will be treated
- In 2023 an additional 15 acres will be treated with the development of a new fire road extension
- Select native vegetation will be retained where possible
- Fuel reduction will occur within 100 feet of fire roads
- This work expands upon and overlaps slightly with a shaded fuel break installed during 2019
- Woody vegetation up to 10 inches in diameter will be cut, chipped, and dispersed on site

- Cut stumps of woody invasive species such as eucalyptus and broom will be chemically treated to prevent resprouting
- Seedlings and re-sprouting woody invasive shrubs such as broom will be cut or mowed to ground and chemically (stump) treated.
- Woodchips will be broadcast over where dense stands of broom has been cut or mowed to aid with seedling suppression.

**Large diameter (hazard) tree removal** (trees >10 inches DBH)

- Hazard trees will be strategically removed within 200 feet of fire roads
- Hazard trees include standing dead or dying trees within direct striking distance of structures, roads, or utility services.
- Select downed trees will be removed at the discretion of SMRCD
- Trees will be removed utilizing manual methods or via mechanical methods where feasible
- Chips will be retained on site to a depth of 6-8 inches, and no more than 12 inches
- Cut stumps of standing trees will be chemically treated (immediately after felling) to prevent resprout
- During the term of this project, selective removal of hazard trees and downed trees will be conducted within a 100 acre area
- ***The total number of hazard tree removals is not known at this time and may be adjusted.*** SMRCD will hire a contractor to identify priority trees for removal and verify size classes.

Removed vegetation may be processed using a chipper, masticator, or tub grinder. Chips will be retained on site and dispersed to a target depth of 6-8 inches, and no more than 10 inches, to assist with erosion control and weed suppression, where feasible. Stumps will be cut no more than 6 inches above the ground and must be a flat or parallel to the ground with a smooth appearance and no frayed material visible. Stumps will be chemically treated to prevent resprout on both small and large diameter eucalyptus, which are the dominant vegetation in the park, along with woody invasives plants such as broom. All treatments must follow San Mateo County's [Routine Maintenance Program](#) and all appropriate protocols will be implemented to protect and avoid rare, threatened, endangered, and/or sensitive species. Appropriate erosion control measures will be put in place to avoid sedimentation of nearby waterways. Any trees that pose a hazard to crews performing fuel reduction should be removed with the consent of SMRCD or County Parks.

**Operation Specifications:**

The following specifications will act as the requirements for the Contractor to operate safely and efficiently while protecting and conserving sensitive resources and protecting the beneficial uses of Quarry Park

General Project Specifications

1. GEN-1: Staging and Access
  - a. Staging, access, and parking areas will be located outside of sensitive habitats to the extent feasible.

- b. Staging areas will be located at least 30 feet from the top of bank (or as far as feasibly possible). See additional watercourse protection measures in the section below.
2. GEN-2: Minimize Area of Disturbance and Site Maintenance
- a. Areas of disturbance will be limited to the smallest footprint necessary and a single access pathway, where feasible. For maintenance activities near waterways or other sensitive habitat, the designated work area shall be clearly identified in the field using highly visible material, and work will not be conducted outside this area.
3. GEN-7: Spill Prevention and Control
- a. Keep spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
  - b. Inspect vehicles and equipment frequently for and repair leaks promptly. On-site monitor should inspect beneath all vehicles that have been parked more than 15 minutes before they leave the work area. Use drip pans to catch leaks until repairs are made.
  - c. Clean up spills or leaks immediately and dispose of cleanup materials properly.
  - d. Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
  - e. Sweep up spilled dry materials immediately. Do not try to wash them away with water or bury them. If water must be used, the Contractor shall collect the water and spilled fluids and dispose of it as hazardous waste.
  - f. Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
  - g. Small spills (less than 18 inches in diameter) including small quantities of oil, gasoline, paint, or other materials should be controlled by the first responder (maintenance staff) and do not necessarily require an emergency response team. Medium spills (greater than 18 inches but less than 6 feet in diameter) are typically controlled by the first responder (maintenance staff) but police or fire department HAZMAT teams may be called based on conditions. Report significant spills (larger than 6 feet in diameter and any "running" spill) immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill, contact the San Mateo County Environmental Health Services Division, or other emergency office (e.g., local fire or police department) as warranted, immediately and document the spill using the spill documentation form. Alternatively, 1) dial 911, the local emergency response number, 2) the National Response Center at (800) 424-8802; or 2) call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours). As appropriate, contact other agencies including California Occupational Safety and Health Administration or the Regional Water Quality Control Board. All chemical spills shall be reported as soon as possible to the emergency site contact.
4. GEN-9: Vehicle Maintenance and Parking
- a. Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
  - b. Perform major maintenance, repair jobs, and vehicle and equipment washing off site.

- c. Conduct vehicle and equipment cleaning at County corporation yards and ensure that rinse water does not run into gutters, streets, storm drains, or surface waters.
  - d. If refueling or vehicle maintenance must be done on-site, work in a bermed area (e.g., sandbags, gravel bags, compost socks, or other barrier material) at least 150 feet away from creek channels, away from storm drains and over a drip pan big enough to collect fluids.
  - e. Refuel vehicles at least 150 feet away from the active stream channel.
  - f. Keep an ample supply of spill clean-up materials near fueling vehicle maintenance and hazardous materials/hazardous waste storage areas. Inventory clean-up materials monthly and restock as needed.
  - g. Post proper fueling and spill clean-up instructions at fueling areas. Never leave the area while equipment is being filled.
  - h. Recycle or dispose of fluids as hazardous waste.
  - i. Do not clean vehicle or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.
  - j. Perform vehicle and mobile equipment steam cleaning, pressure washing or degreasing only over a containment designed to collect any generated wash water. Collect wash water and discharge to sewer via an oil water separator. Do not pour wash water down storm drains or sewers connected to septic systems.
5. GEN-10: Equipment Maintenance & Fueling
- a. A separate area should be designated for equipment maintenance and fueling, away from any slopes, watercourses, or drainage facilities.
  - b. Equipment should not be stored in areas that will potentially drain to watercourses or drainage facilities. If equipment must be stored in areas with the potential to generate runoff, drip pans, berms, gravel bags, or absorbent booms should be employed to contain any leaks or spills.
  - c. Equipment should be inspected daily for leaks or damage and promptly repaired.
  - d. Fueling and maintenance of vehicles should take place at least 65 feet away from waterways.
  - e. In the event of a spill, follow procedures outlined in BMP GEN-7.
6. GEN-16: Timing of Work
- a. In general, routine maintenance and construction activities that take place in sensitive habitat and/or in channels below ordinary high water will be conducted during the dry season (June 15 through October 15). Maintenance activities that are in upland areas and that would not affect streams may occur during low rainfall years at times when there is no predicted rainfall (chance of precipitation is less than 30 percent chance of rain). Activities that are subject to permit requirements will be conducted during the period authorized by the permits.
  - b. **Operations from October 15<sup>th</sup> – June 15<sup>th</sup>:** For operations between October 15<sup>th</sup> to June 15<sup>th</sup> no heavy equipment and vehicle operations on saturated soils conditions as defined below may occur:
    - i. Saturated soil is defined as soil and/or surface material pore spaces that are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include but are not limited to areas of ponded water, pumping of fines from the soil or road surfacing

material during operations, loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, spinning or churning of wheels or tracks that produces a wet slurry, or inadequate traction without blading wet soil or surfacing materials.

- ii. In addition, operations on roads, trails, or staging areas may only occur from a stable operating surface defined as follows: A surface that can support vehicular traffic and that routes water off the road surface or into drainage facilities without concentrating flow in ruts (tire tracks), pumping of the roadbed, or ponding flow in depressions. A stable operating surface shall include paved roads, structurally sound road base, unsaturated hard packed seasonal roads, and all must be appropriate for intended use.

7. GEN-17: Maintain Traffic Flow

- a. To the extent feasible, work shall be staged and conducted in a manner that maintains two-way traffic flow on roadways in the vicinity of the work site.
- b. Heavy equipment and haul traffic shall be prohibited in residential areas to the greatest extent feasible. When no other route to and from the site is available, heavy equipment and haul traffic through residential areas shall be restricted to the hours of 8 a.m. to 5:30 p.m., Monday through Friday.
- c. If heavy equipment or hauling is required beyond the hours above, the County or their contractor would provide notice to adjacent property owners 48 hours in advance of such activities

8. GEN-18: Traffic Control and Public Safety

- a. In the event that work activities require the temporary closure of any traffic lanes, the County shall implement measures to guide traffic (such as signage and flaggers), safeguard construction workers, provide safe passage of vehicles, and minimize traffic impacts through the duration of work activities. The County also shall notify local emergency service providers regarding any planned lane closures.
- b. For any other work within or near a roadway or trail that could pose a hazard to the public, the County shall install/implement appropriate measures, such as fences, barriers, flagging, guards, and/or signs, to give adequate warning and provide protection from the potentially dangerous condition.
- c. For work activities along or near roadways with sidewalks and bike lanes, the County shall implement measures to ensure the safe passage of pedestrians and bicyclists around the work site.
- d. Where work is proposed at a recreational park or trail, warning signs will be posted several feet beyond the limits of work. Signs will also be posted if trails will be temporarily closed.

9. GEN-19: Dust Management Controls

- a. The County will implement the Bay Area Air Quality Management District (BAAQMD) Basic Dust Control Measures. Current measures stipulated by the BAAQMD Guidelines include the following:
  - i. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

- ii. All vehicle speeds on unpaved roads shall be limited to 15 mph.
  - iii. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
  - iv. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
  - v. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
10. A pre-designated Contractor foreman will be required to be on site at all times while the crew is working. The foreman must be able to address concerns from San Mateo Resource Conservation District, their supervised designee, park users, or adjacent landowners.
11. Operations may occur from 8:00 a.m. to 5:30 p.m., Monday through Friday and not on legally designated holidays. When no use of a public roadway is needed to move heavy equipment, or the project area is not proximal to homes as determined by SMRCD or County Parks, then hours may be extended from 7:00 a.m. to 6:00 p.m.
12. The Contractor will ensure that a toilet and garbage disposal facilities are available for crews and are used in staging areas identified for operations.
13. Contractor is responsible for assessing treatment areas to determine where traffic control may be needed. Masticated or treated material of any kind should not make contact with any public road. If any masticated material contacts public roads it should be cleaned up immediately.
14. The Contractor will be responsible for preserving survey markers and will replace damaged markers at their own expense using surveyors acceptable to the landowner.
- a. The Contractor will also be responsible for any damage to park infrastructure or private property and will replace or repair these items at their own expense through means acceptable to San Mateo County Parks or the landowner.
15. Prior to beginning operations, San Mateo Resource Conservation District, San Mateo County Parks, and their supervised designee will conduct a pre-operational meeting to discuss project implementation, special protection measures and any potential operational constraints regarding the conduct of this contract that may impact project completion; including, but not limited to, planned start date, special protection measures, operational constraints, operating schedule, and order of project completion.
16. San Mateo Resource Conservation District, San Mateo County Parks or their supervised designee shall flag an example treatment area for Contractor review at the pre-operational meeting.
17. Contractors and all heavy equipment operators are required to utilize the *Avenza* application on phones or tablets capable of viewing PDF georeferenced operations maps

provided by San Mateo County Parks to identify the Contractors location, stay within project treatment areas or infrastructure approved for operational use, and avoid sensitive resource areas.

- a. There is a free version of the application available for download that allows up to 3 active maps to be stored and viewed per account/device.
- b. Training will also be provided to the Contractor on how to use *the Avenza* application.

18. Contractors and all heavy equipment operators are required to utilize the *Avenza* application on phones or tablets capable of recording daily work performed on the project.

- a. At the end of each day Contractors will log the day's progress on project completion using the *Avenza* application, as a project tracking and work performed mapping tool.
- b. County Parks can provide account permissions and access to the contractor at no additional charge. The mobile application is free to download and use.
- c. Training will also be provided to the Contractor on how to use *Avenza* and how to log/record data.

19. Contractor shall prepare and keep record of a daily checklist made available at the request of San Mateo Resource Conservation District (SMRCD), San Mateo County Parks or their supervised designee that checks the following for daily operations:

- a. Inspections around the equipment and staging area for any wildlife that may have decided to occupy the area.
- b. Inspections for any equipment leaks.
- c. Ensure all water tanks for fire suppression are full.
- d. Confirm that nesting and bat roosts surveys are completed for the treatment areas proposed for operations that day if operating from February 1<sup>st</sup> to August 31<sup>st</sup>.
- e. Record wind speed and relative humidity measurements at the beginning of operations, 12:00 p.m. and at the conclusion of operations each day.

#### Vegetation Treatment Specifications

1. GEN-27: Vegetation and Tree Removal
  - a. The disturbance or removal of vegetation shall not exceed the minimum necessary to complete maintenance activities. The use of bulldozers, backhoes, or other heavy equipment to remove vegetation along stream banks shall be avoided wherever feasible.
  - b. The County may remove up to two non-hazardous trees greater than 12 inches in diameter per year from natural channels below ordinary high water if the trees are restricting the capacity of the channel, causing erosion, or flooding, or limiting access to perform maintenance work. Trees will be cut at ground level and the root mass left in place to maintain bank stability. No non-hazardous trees greater than 36 inches in diameter will be removed under this program.

This measure does not apply to trees considered a hazard as defined by the International Society of Arboriculture, which may include dead or dying trees, dead parts of live trees, or unstable live trees (due to structural defects or other factors) that are within striking distance of people or property (a target) that have the potential to cause death, injury, or substantial property damage.

- c. Removed vegetation shall be placed directly into a disposal vehicle and removed from the site and shall not be permitted to remain onsite overnight. However, if removed vegetation will be used onsite for erosion control or slash and will not be moved or disturbed, it may be stockpiled onsite for longer than an overnight. Stockpiled vegetation shall not be piled on the ground unless it is later transferred, piece by piece, under the direct supervision of the biological monitor or qualified biologist.

2. GEN-28: **Herbicide Application**

- a. **Herbicide application shall only be conducted when the climate is dry and when wind speeds do not exceed 7 miles per hour.** Herbicides shall not be used in or adjacent to any fish-bearing stream, lake, pond, or other water bodies supporting suitable habitat for California red-legged frog or other listed species.
- b. Application of herbicide shall be performed by a State approved pest control applicator with current Qualified Applicators License (QAL). Herbicide application shall be conducted according to specification outlined in a current Pest Control Recommendation (PCR) as provided by the landowner

Tree Treatments

1. Trees  $\leq 10$  inches Diameter at Breast Height (DBH) shall be removed unless specific vegetation is marked for retention by the County.
  - a. Contractor shall not remove any naturally occurring oaks, big leaf maple, alder, California buckeye, or native willows. Additional species may be identified for retention at the discretion of SMRCD or the County and will be flagged accordingly
  - b. All dead and downed trees  $< 10$  inches in diameter will be chipped by hand or masticated. Chips will be broadcast on site to a depth of no more than 10 inches
2. Trees of any size considered a hazard and direct threat to personal safety or infrastructure may be removed. Such trees shall be marked by a certified arborist, Park staff or other authorized personnel.
  - a. Contractor will chip material from removed hazard trees and broadcast chips on site where feasible to a depth of no more than 10 inches
  - b. Downed logs will only be left on site with prior authorization from SMRCD or Parks Natural Resource Staff. Logs authorized to be left on site shall be flush with the ground, separated by at least 10 feet from any other logs, or as specifically directed by SMRCD or Park Natural Resource Staff
  - c. If material exceeds the maximum chip depth, and is not authorized to be left on site, then it will be hauled off site for disposal
3. Damage to residual trees shall be minimized to the greatest extent feasible.
4. SMRCD, San Mateo County Parks, or their supervised designee reserve the right to reasonably adjust tree treatments in areas where additional sensitive resources are identified and may adjust the treatment prescription as needed.

### Tree Pruning Treatments

1. Retained trees >10 inches DBH will be pruned by hand (live and dead limbs) up to a minimum height of 8 feet, except next to park infrastructure and road surfaces, where the minimum pruning height is 12 feet. No pruning will be done to a height greater than 50% of total tree height.
2. Where use of a masticator is permissible or feasible, pruned ends shall have a smooth appearance with no frayed material visible especially in areas frequented by the public. In areas where damage to secondary lateral hardwood limbs is expected due to mechanical mastication, hardwoods shall be pruned by hand to facilitate access for mastication equipment and minimize damage to hardwoods species. San Mateo County Parks will provide instruction on hardwood pruning techniques.

### Understory Vegetation, Brush, and Shrub Treatments

1. All non-native understory vegetation, brush, and shrubs will be removed within the understory treatment area.
  - a. Native vegetation will be left on site where feasible. Contractor shall not masticate, or remove through handwork, hydrophytic riparian species such as chain fern (woodwardia), Carex sp., rushes, blue elderberry, red elderberry, dogwood, and western leatherwood. Some native species may be removed at the discretion SMRCD or County Parks.
2. Damage to residual understory vegetation and brush shall be minimized to the greatest extent feasible.
3. SMRCD, San Mateo County Parks or their supervised designee reserve the right to reasonably adjust understory vegetation and brush treatments in areas where additional sensitive resources are identified and may adjust the treatment prescription as needed.

### Treated Vegetation within Treatment Areas

1. The residual chipped or masticated (where permitted) material shall remain uniformly broadcast to the extent feasible within the project area, shall not exceed a depth of ten inches (10") and should average approximately six to eight inches (6-8"). Any individual masticated pieces shall not exceed two feet (2') in length or three inches (3") in diameter at the large end to support regeneration in the understory.
2. Excessive residual chipped or masticated (where permitted) material shall not obstruct water flow in drainage features such as ditches and culverts. Such material shall be removed by the contractor prior to a forecasted 30% precipitation event or upon completion of operations, whichever occurs first.
3. Residual chipped or masticated (where permitted) material should be utilized to cover approximately 75% of any areas bared during operations and shall not be piled at the base of remaining trees or sensitive vegetation.
4. Upon completion of a treatment area the contractor shall ensure that trails are left open and passable by the public with respect to all possible park users.

- a. Scattered debris is acceptable on the trail surface but not to the point that it creates any significant tripping hazards.
5. Damage to residual trees and brush shall be minimized to the greatest extent feasible. If there is excessive damage to residual trees or brush, the contractor shall remove those specimens.
6. All stump heights will be cut no higher than 6 inches above the ground. All cuts will be a flat or parallel cut to the ground and will have a smooth appearance with no frayed material visible. Stumps MUST be treated immediately, within 1-2 minutes of when fresh cut is made
7. SMRCD, San Mateo County Parks or their supervised designee reserve the right to reasonably adjust vegetation and brush treatment if sensitive resources are identified and adjust the treatment prescription as necessary to provide adequate protections.

#### Acceptable Heavy Equipment

1. Track chipper with capacity to process woody material up to 20" in diameter. Less than 15" capacity not recommended for this project due to the density of eucalyptus wood that places strain on equipment and can lead to operational issues
2. Excavator mounted masticators with an operating reach of up to 20 feet from existing service/fire road surface or from prior fuel reduction areas
3. Remotely controlled masticators with the capacity to operate on slopes greater than 40%
4. Skid-steer with forestry grapple or mini-excavator with articulating grapple implement
5. Other heavy equipment may be proposed for use by the Contractor and must be approved by SMRCD and San Mateo County Parks. To propose other heavy equipment, the Contractor should be prepared with equipment dimensions, weight, and photos of equipment.

#### Fire Safety

1. GEN-23: Fire Prevention
  - a. All earthmoving and portable equipment with internal combustion engines will be equipped with spark arrestors.
  - b. Throughout the duration of the project, work crews will:
    - i. Have appropriate fire suppression equipment available at the work site.
    - ii. Keep flammable materials, including flammable vegetation slash, at least 10 feet away from any equipment that could produce a spark, fire, or flame.
    - iii. Not use portable tools powered by gasoline-fueled internal combustion engines within 25 feet of any flammable materials unless a round-point shovel or fire extinguisher is within immediate reach of the work crew (no more 25 feet away from the work area).

2. CAL FIRE, SMRCDD, San Mateo County Parks, or their supervised designee, reserves the right to restrict operating hours or operations in total during critical fire weather.

Ground Disturbing Activities within Treatment Areas

1. Ground disturbance shall be minimized to the greatest extent feasible. Berms, ruts, and other operator caused ground disturbance over 12 inches in height/depth shall be smoothed out to original contours before leaving the immediate work area.
2. Equipment shall operate parallel to the slope (up and down the fall line) to the greatest extent feasible.
3. The cutting or mulching head of the masticator shall be kept at or above the duff layer and not into mineral soil to the greatest extent feasible.
4. Equipment shall not enter areas outside of the designated project areas unless authorized by SMRCDD, San Mateo County Parks, or their supervised designee.
5. Upon completion of a treatment area the contractor shall ensure that roads and trails are left open and passable by the public with respect to all possible park users.
  - a. Scattered debris is acceptable on the road or trail but not to the point that it creates any significant hazards for park staff or users.

Watercourse Protections

1. All Class II and Class III watercourse centerlines within proximity to where operations will occur have watercourse centerlines flagged in blue with yellow and white striped equipment exclusion zone flagged to indicate an equipment limitation zone (ELZ) buffer. Handwork may occur within the ELZ zone. See below for ELZ distances.

Equipment Limitation Zones in Feet		
	<30% slope	>30% slope
Class II Watercourses	50	75
Class III Watercourses	25	50

Class I or II Watercourses are not expected to be encountered in the project area.

Waterbreaks

1. Where necessary on existing park roads and/or trails used for access, waterbreaks shall be re-installed in their original locations and original configuration on appurtenant seasonal roads or staging areas used by the Contractor following operations and prior to October 15<sup>th</sup> on any year that operations occur.
2. Where waterbreaks need to be additionally placed following operations, they shall be placed similarly to other existing waterbreaks. At minimum, waterbreaks placed shall be placed at an approximate 45-degree angle, be cut diagonally to a minimum 6 inches into the firm roadbed or disturbed area, have a continuous firm embankment of at least 6

inches in height, and a width of 6 inches immediately adjacent to the lower edge of the waterbreak cut-out flow.

3. If the installation of additional waterbreaks cannot be accomplished by heavy equipment due to inability to access a site, then hand-dug waterbreaks may be constructed with less than the requisite 6 inches above grade and 6 inches below grade where appropriate but must be functional and maintain a 6-inch-wide outlet.
4. Waterbreaks shall be located to allow water to be discharged into some form of vegetative cover, duff (forest floor detritus), slash, rocks, or less erodible material wherever possible, and shall be constructed to provide for unrestricted discharge at the lower end of the waterbreak so that water will be discharged and spread in such a manner that erosion shall be minimized.
5. Waterbreaks may be located and adjusted outside of the maximum waterbreak spacing specified at the discretion of SMRCD, San Mateo County Parks, or their supervised designee in order to reduce any potential impacts and allow for the beneficial use of water. The waterbreaks shall be situated in a manner as to allow water to drain into stable soil configurations.
6. Waterbreak spacing shall conform with the table below. The waterbreak spacing may also be adjusted by SMRCD, San Mateo County Parks, or their supervised designee to create a greater level of protection than identified under general soil stabilization measures.

<b>Maximum Distance Between Waterbreaks Measured in *Feet</b>			
<b>U.S. Equivalent Measure Road or Trail Gradient in percent</b>			
<b>10% or less</b>	<b>11-25%</b>	<b>26-50%</b>	<b>&gt;50%</b>
<b>100</b>	<b>75</b>	<b>50</b>	<b>50</b>

**\* Feet = Measured along the ground based on slope**

- a. Where vegetation is not adequate to act as a sediment filter at waterbreak outlet locations that have the potential to discharge sediment to a watercourse, the Contractor shall armor the road drainage outlets with slash, chunks of wood, rock, or other methods in consultation with SMRCD, San Mateo County Parks, or their supervised designee.

#### Biological Resource Avoidance Measures

1. BIO-1: Environmental Awareness Training
  - a. Prior to commencing maintenance activities in a given year, all participating maintenance personnel will attend a worker environmental awareness training program. The training will include a brief review of special-status species, sensitive habitats, and other sensitive resources that may exist in the project area, including field identification, habitat requirements, and the legal status and protection of each relevant species, as well as locations of sensitive biological resources. The training will include materials concerning the following topics: sensitive resources, resource avoidance, permit conditions, and possible

consequences for violations of State or Federal environmental laws. The training will cover the maintenance activity's conservation measures, environmental permits, and regulatory compliance requirements, as well as the roles and authority of the monitors and biologist(s). It will include printed material and an oral training session by a qualified biologist.

2. BIO-8: Minimize Impacts on Dusky-footed Woodrat Nests
  - a. If suitable habitat for San Francisco dusky-footed woodrat is determined to exist in the work area, the following measure will be followed:
    - i. No more than two weeks prior to the beginning of ground disturbance or other routine maintenance activities that could disturb woodrat nests, a qualified biologist will survey the work areas scheduled for maintenance. If any dusky footed woodrat nests are found, the nests shall be flagged and construction fencing or flagging that will not impede the movement of the SFDW shall be placed around the nest to create a 10-foot buffer (where feasible). If the nest is located adjacent to a road or trail, the nest shall be clearly flagged so equipment/truck drivers accessing sites can see the nest. If a dusky-footed woodrat nest is identified in a work area, the following measure will be implemented by the County.
    - ii. The County will avoid physical disturbance of the nest if feasible. Ideally, a minimum 10-foot buffer should be maintained between maintenance construction activities and each nest to avoid disturbance. In some situations, a smaller buffer may be allowed if in the opinion of a qualified biologist removing the nest would be a greater impact than that anticipated as a result of maintenance activities.
    - iii. If a dusky-footed woodrat nest cannot be avoided and the nest is located in urban or bayside areas where woodrat populations are small and isolated from larger populations, the County will consult with CDFW regarding the appropriate measures to minimize impacts.
    - iv. If a dusky-footed woodrat nest cannot be avoided and the nest is located in more rural or natural areas and/or where woodrat populations are large and have connectivity to large populations, one of the following two relocation measures will be implemented by the County:
      1. If the woodrat nest site and the proposed relocation area are connected by suitable dispersal habitat for the woodrat, as determined by a qualified biologist, the following relocation methodology will be used: Prior to the beginning of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the maintenance activity area. Relocation efforts will avoid the nesting season (February - July) to the maximum extent feasible. Disturbance of the woodrat nest will be initiated no earlier than one hour before dusk to minimize the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. All material from dismantled nests will be placed in a pile, preferably against a log or tree trunk, in suitable habitat located at least 20 feet from, but otherwise as close as possible to, the

original nest locations, to provide material for woodrats to construct new nests. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be fully mobile. A 10-foot-wide no-disturbance buffer will be established around the nest until the juveniles are mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur. All disturbances to woodrat nests will be documented in a construction monitoring report and submitted to CDFW.

2. If a qualified biologist determines that the woodrat relocation area is separated from the nest site by major impediments, or a complete barrier, to woodrat movement, trapping for woodrats will be conducted prior to relocation of nest material. Prior to the start of nest relocation activities, artificial pine box shelters will be placed at each of the sites selected for relocation of nest materials. The dimensions of the artificial shelters will be approximately 8" long x 8" wide x 6" high. Each shelter will include two interior chambers connected by an opening. At the relocation sites, the artificial pine box shelters will provide basement structures for the relocated woodrat nest materials, allowing woodrats to enter, use, and modify the relocated nests. A qualified biologist will set two traps around each of the woodrat nests to be relocated. Traps will be set within one hour prior to sunset, and baited with a mixture of peanut butter, oats, and apples. Traps will also be equipped with cotton bedding and covered with cardboard. The traps will be checked the following morning, within one and-a-half hours of sunrise. If a woodrat is captured it will be placed in a quiet area while its nest material is relocated; the animal will then be released at the relocated nest. If no woodrats are captured after the first night, the biologist will set the traps for one additional evening to increase the probability of capturing the animal and ensuring a safe relocation. If no woodrats are captured at a given house after two nights, it will be assumed that the house is not currently occupied.
  3. Trapping will only be conducted outside the breeding season, which for woodrats is from February through the end of July. If a litter of young is found or suspected while dismantling a nest for relocation, the nest material will be replaced, any trapped woodrats will be returned to the nest, and the nest will be left alone for 2 to 3 weeks, after which time the nest would be rechecked to verify that the young are capable of independent survival, as determined by the lead woodrat biologist, before proceeding with nest dismantling.
3. BIO-9: Measures to Protect Nesting Migratory Birds
    - a. To the extent possible, conduct vegetation removal activities prior to nesting bird season (February 1 through August 31).

- b. For maintenance activities or tree removal that are scheduled to occur between February 1 and August 31, a qualified biologist will survey the work area and a minimum of 300 feet surrounding the work area for raptor nests and 100 feet for nests of non-raptors. This survey will occur no more than three days prior to starting work. If a lapse in maintenance-related work of 7 days or longer occurs, another focused survey will be conducted before maintenance work can be reinitiated.
  - c. If nesting birds are found, a no-work buffer will be established around the nest and maintained until the young have fledged. A qualified biologist will identify an appropriate buffer based on a site-specific evaluation. Typical appropriate buffers are 300 feet for raptors, herons, and egrets (though larger for bald and golden eagles, as discussed in BIO-14); 100 feet for non-raptors nesting on trees, shrubs, and structures, and 25 feet for ground-nesting non-raptors.
  - d. The boundary of each buffer zone will be marked with fencing, flagging, or other easily identifiable marking if work will occur immediately outside the buffer zone.
  - e. Install physical barriers to nesting where appropriate (e.g., install netting over entryways to cavities, bridge ledges, culverts) and check regularly for any trapped birds. Work will not commence within the buffer until fledglings are fully mobile and no longer reliant upon the nest or parental care for survival.
  - f. No trees or shrubs shall be disturbed that contain active bird nests until all eggs have hatched, and young have fully fledged (are no longer being fed by the adults and have completely left the nest site). To avoid potential impacts to tree or shrub-nesting birds, any project-specific trimming or pruning of trees or shrubs shall be conducted during the time period of September 1 to February 14 unless a preconstruction nesting bird survey has been conducted by a qualified biologist. No habitat removal or modification shall occur within the Ecologically Sensitive Area fenced nest zone even if the nest continues to be active beyond the typical nesting season for the species, until the young have fully fledged and will no longer be adversely affected by the project.
  - g. Within areas subject to CDFW regulation under Section 1600 of the Fish and Game Code, nesting bird protection measures required as conditions of the Streambed Alteration Agreement will be implemented.
4. BIO-12: Measures to Protect Special-Status Butterflies
- a. If, based on a review of current CNDDDB records or the latest information available from the Xerces Society (<https://xerces.org/state-of-the-monarch-butterfly-overwintering-sites-in-california/>) historically or currently occupied overwintering habitat for the monarch butterfly is determined to exist in or adjacent to the work area where ground disturbing activities are planned to occur, the County will implement applicable protection measures as follows:
    - i. Areas supporting overwintering habitat for the monarch butterfly will be identified by a qualified biologist and maintenance activities during fall and winter months when monarch butterflies are present will be avoided to the extent practicable.
    - ii. Historically or currently occupied trees/groves will be protected from disturbance by the establishment of a 100-foot buffer zone around the tree/grove. The buffer will be measured from the outside edge of the dripline of the monarch grove. If maintenance activities within 100 feet of a historically or currently occupied tree/grove are unavoidable, the

County will prepare and implement an impact minimization plan in consultation with the USFWS.

- iii. No herbicides or pesticides will be applied to the buffer area, and to the extent feasible, maintenance personnel and equipment will not operate within such areas.

5. BIO-14: Measures to Protect Bat Colonies

- a. If high-quality habitat for roosting bats (i.e., large trees with cavities of sufficient size to support roosting bats, or buildings providing suitable roost sites, as determined by a qualified bat biologist) is present within 100 feet of a maintenance site, a qualified bat biologist will conduct a survey to look for evidence of bat use within two weeks prior to the onset of work activities. If evidence of bat occupancy is observed, or if high-quality roost sites are present in areas where evidence of bat use might not be detectable (such as a tree cavity), an evening survey and/or nocturnal acoustic survey may be necessary to determine if a bat colony is present and to identify the specific location of the bat colony.
- b. If no active maternity colony or non-breeding bat roost is located, project work can continue as planned.
- c. If an active maternity colony or non-breeding bat roost is located, the project work will be redesigned to avoid disturbance of the roosts, if feasible.
- d. If an active maternity colony is located, and the project cannot be redesigned to avoid removal or disturbance of the occupied tree or structure, disturbance will not take place during the maternity season (March 15 – July 31), and a disturbance-free buffer zone (determined by a qualified bat biologist) will be observed during this period.
- e. If an active non-breeding bat roost is located, and the project cannot be redesigned to avoid removal or disturbance of the occupied tree or structure, the individuals will be safely evicted between August 1 and October 15 or between February 15 and March 15 (as determined by a Memorandum of Understanding with CDFW). Bats may be evicted through exclusion after notifying CDFW. Trees with roosts that need to be removed will first be disturbed at dusk, just prior to removal that same evening, to allow bats to escape during the darker hours.

6. BIO-16: Avoid Special-Status Plant Species

- a. No special-status plants expected in the project area. If special status plants are identified within or adjacent to the project area, the following measures will be taken:
  - i. Work will cease and resume only when the special-status species is protected from activities; at the direction of SMRCD, County Park Natural Resource staff or their supervised designee.
  - ii. Area that will be impacted will be surveyed by a qualified biologist using protocol level surveys
  - iii. Special-status plants to be avoided will be protected from disturbance by installing environmentally sensitive area fencing (orange construction barrier fencing or a suitable alternative). Protective fencing will be installed under the direction of a qualified biologist as necessary to protect the plant and its habitat; where feasible, the environmentally sensitive area fencing will be installed at least 50 ft from the edge of the

population. The location of the fencing will be shown on the maintenance design drawings and marked in the field with stakes and/or flagging. The design specifications will contain clear language that prohibits maintenance-related activities, vehicle operation, material and equipment storage, and other surface disturbing activities within the fenced environmentally sensitive area. For nonground disturbing vegetation management activities conducted using only hand-held equipment, the non-disturbance buffer may be reduced to a minimum of 3 feet and flagging of the population may be used in place of environmentally sensitive fencing.

7. BIO-17: Pathogens and Phytophthora
  - a. Field crews should take necessary precautions to avoid spreading fungal pathogens that may be present in the soil or organic material
  - b. In order to minimize the spread of plant and animal pathogens, all equipment (including personal gear such as boots) will be cleaned of soil, seeds, and plant material prior to arriving on a maintenance site.
  - c. The exterior and interior of all vehicles, construction equipment, and tools should be clean and free of debris, soil, and mud (including mud on tires, treads, wheel wells and undercarriage) prior to arrival at a new job site, especially during the wet season.
  - d. Work shoes should be kept clean by inspecting shoe soles and removing mud, debris, and soil off treads before moving to a new job site.
  - e. Do not collect or transport host plants from an infested or quarantined area.
  - f. Vehicles should stay on established roads whenever possible.
  - g. To minimize the potential for spreading potentially contaminated soil and time required for decontamination, if possible, avoid vehicle traffic and field work when soils are wet enough to stick readily to shoes, tools, equipment, and tires.
  
8. BIO-18: Invasive Plant Control
  - a. In order to minimize the spread of invasive plants, all equipment (including personal gear) will be cleaned of soil, seeds, and plant material prior to arriving on the project site to prevent introduction of undesirable plant species.
  - b. Prior to implementation of Program activities at a given site, the proposed staging area, as well as any areas to be graded, will be surveyed for the presence of invasive weed species. Invasive weed species occurring within locations of construction clearing and grubbing shall be flagged for removal by the biological monitor or qualified biologist. Any invasive weeds with a Cal-IPC rating of "moderate" or "high" found within the survey area will be removed and disposed of in a sanitary landfill, incinerated off-site, or disposed in a high-temperature composting facility that can compost using methods known to kill weed seeds, taking care to prevent any seed dispersal during the process by bagging material or covering trucks transporting such material from the site.
  - c. Suitable onsite disposal areas should be identified to prevent the spread of weed seeds. Invasive plant material should be rendered nonviable (partially decomposed, very slimy or brittle) when being treated onsite. Maintenance staff shall desiccate or decompose invasive plant material until it is nonviable. Depending on the type of plant, disposed plant material can be left out in the open as long as roots are not in contact with moist soil, or can be covered with a

tarp to prevent material from blowing or washing away. Permittee shall monitor all sites where invasive plant material is disposed onsite and treat any newly emerged invasive plants. Invasive plant material removed during work activities shall be bagged and appropriately incinerated or disposed of in a landfill or permitted composting facility.

- d. No invasive plants shall be planted at maintenance work areas. Prohibited exotic plant species include those identified in the California Invasive Plant Council's Inventory Database, which is accessible at:  
<https://www.calipc.org/plants/inventory/>.

9. BIO-21: General Wildlife Protection Measures

- a. If any wildlife is encountered during project activities, said wildlife shall be allowed to leave the area unharmed and on their own volition, except in cases where relocation by a qualified biologist is permitted by conditions below.

Cultural and Archaeological Resources

If evidence of archaeological or cultural resources are discovered during project operations, all operations will cease in the vicinity of the potential resource and the area shall be avoided. SMRCD, San Mateo County Parks, or their supervised designee shall be notified immediately.

10. CUL-4: Construction Monitoring

- a. The County will retain a qualified archaeologist to be present on-site during ground-disturbing activities within areas identified as highly sensitive for cultural areas unless the qualified archaeologist determines otherwise after the field inventory conducted under CUL-2. Similarly, after conducting the field study under CUL-2, the qualified archaeologist may determine that areas originally identified as moderately sensitive for cultural resources warrant monitoring during construction. The reasons for conducting monitoring in areas initially considered of moderate sensitivity would be discussed in the inventory report.
- b. The qualified archaeologist will have the authority to stop work if cultural resources are discovered.
- c. If any cultural resources are discovered during construction monitoring, BMP CUL-6 would be implemented as appropriate

11. CUL-5: Conduct Pre-Maintenance Educational Training

- a. At the beginning of each maintenance season, and in concert with implementing BMP BIO-1, as well as before conducting activities subject to BMP CUL-2 through CUL-4, all maintenance personnel will participate in an educational training session conducted by a qualified cultural resources specialist. This training will include instruction on how to identify historic and prehistoric resources that may be encountered and will describe the appropriate protocol to be followed if resources are discovered during maintenance work.

12. CUL-6: Address Discovery of Cultural Remains or Historic or Paleontological Artifacts Appropriately

- a. Unanticipated discoveries of cultural and paleontological resources may occur during maintenance construction activities. Examples of cultural remains are obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or significant areas of tool-making debris; culturally darkened soil (“midden”) containing heat-affected rocks, artifacts, or shellfish remains; stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-period artifacts may include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. Paleontological artifacts are fossilized remains of plants and animals. Work will be restricted or stopped in areas where remains or artifacts are found until proper protocols are met.
- b. Protocol for treatment of prehistoric or historic cultural resources:
  - i. 1. Work at the location of the find will halt immediately within 50 feet of the find. A “no work” zone will be established utilizing appropriate flagging to delineate the boundary of this zone, which will measure at least 50 feet in all directions from the find.
  - ii. 2. The County will retain the services of a consulting archaeologist, who will visit the discovery site as soon as practicable and perform minor hand excavation to describe the archaeological or paleontological resources present and assess the amount of disturbance.
  - iii. 3. The consulting archaeologist will provide to the County and USACE, at a minimum, written, and digital photographic documentation of all observed materials, utilizing the CRHR and NRHP guidelines for evaluating archaeological resources. Based on the assessment, the County and USACE will identify the CEQA and Section 106 cultural resources compliance procedures to be implemented.
  - iv. 4. If the consulting archaeologist determines that the find appears not to meet the CRHR or NRHP criteria of significance, and a USACE archaeologist concurs with the consulting archaeologist’s conclusions, construction may continue while monitored by the consulting archaeologist. The authorized maintenance work will resume at the discovery site only after the County has retained a consulting archaeologist to monitor and the Maintenance Manager has received notification from USACE allowing work to continue.
  - v. 5. If the find appears significant, avoidance of additional impacts is the preferred alternative. The consulting archaeologist will determine if adverse impacts to the resources can be avoided.
  - vi. 6. Where avoidance is not practical (e.g., maintenance activities cannot be deferred or must be completed to satisfy the Maintenance Program objective), the County will develop an action plan (also known as a data recovery plan) and submit it to USACE within 48 hours of determining that maintenance activities cannot be deferred. The action plan will be submitted by email to the appropriate archeological/cultural resources contact at the USACE. The action plan is equivalent to a data recovery plan. It will be prepared in accordance with the current professional standards and state guidelines for reporting the results of the work and will describe the services of a Native American consultant and a proposal for curation of cultural materials recovered from a non-grave context.

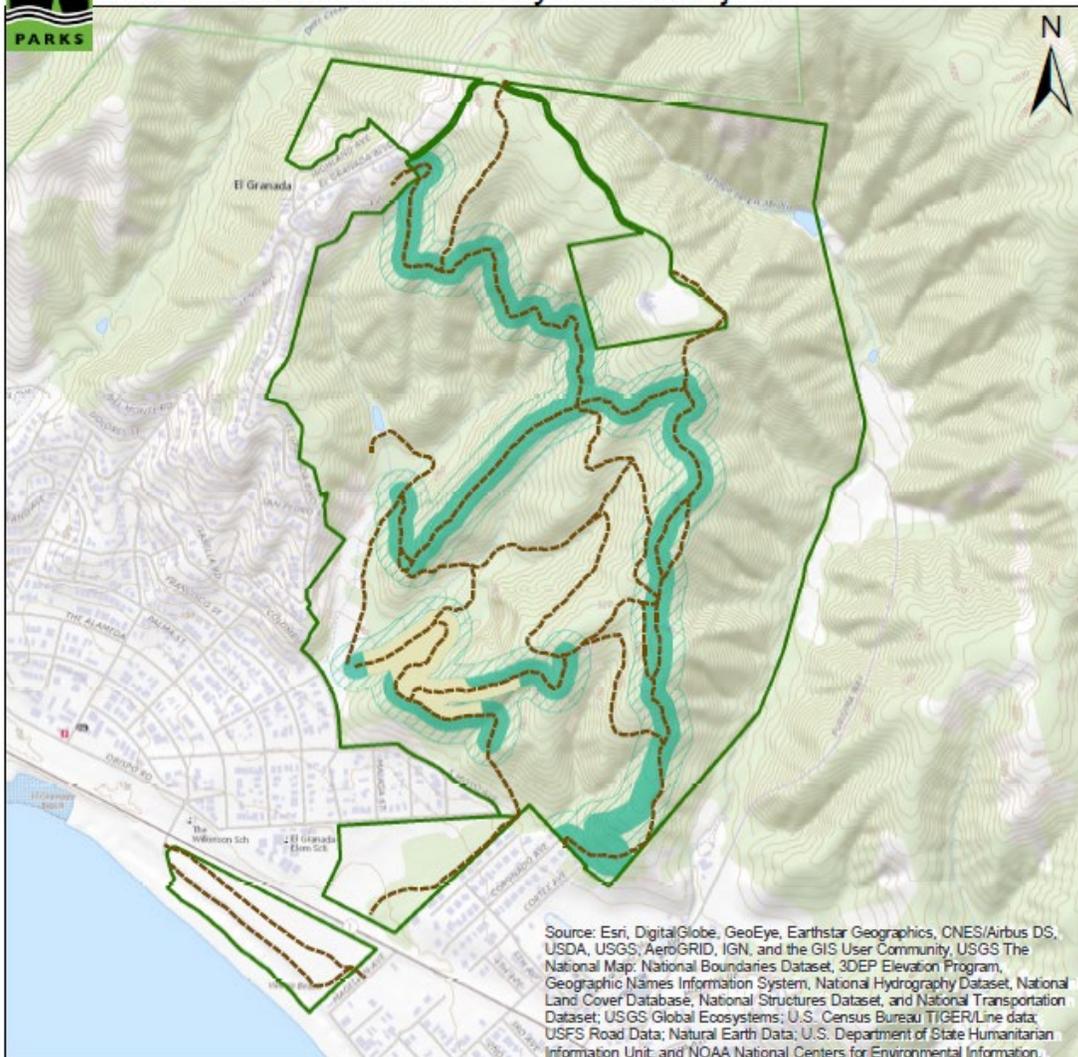
- vii. 7. The recovery effort will be documented in a report prepared by the consulting archaeologist in accordance with current archaeological standards. Any non-grave artifacts will be placed with an appropriate repository.
  - viii. 8. In the event of discovery of human remains (or if a find consists of bones suspected to be human), the field crew supervisor will take immediate steps to secure and protect such remains from vandalism during periods when work crews are absent.)
  - ix. 9. The maintenance crew supervisor will immediately notify the San Mateo County Coroner and provide any information that identifies the remains as Native American. If the remains are determined to be those of a prehistoric Native American or a Native American from the ethnographic period, the Coroner will contact NAHC within 24 hours of being notified about the remains. NAHC will designate and notify a Most Likely Descendant (MLD) within 24 hours. The MLD will have 24 hours to consult and provide recommendations for the treatment or disposition, with proper dignity, of the human remains and grave goods.
  - x. 10. Preservation in situ is the preferred option for human remains. Human remains will be preserved in situ if continuation of the maintenance work, as determined by the consulting archaeologist and MLD, will not cause further damage to the remains. The remains and artifacts will be documented, the find location carefully backfilled (with protective geo-fabric if desirable), and the information recorded in County Maintenance Program files.
  - xi. 11. If human remains or cultural items are exposed during maintenance that cannot be protected from further damage, they will be exhumed by the consulting archaeologist at the discretion of the MLD and reburied, with the concurrence of the MLD, in a place mutually agreed upon by all parties.
- c. Protocol for treatment of paleontological resources:
- i. 1. Work at the location of the find will halt immediately within 50 feet of the find. A “no work” zone will be established utilizing appropriate flagging to delineate the boundary of this zone, which will measure at least 50 feet in all directions from the find.
  - ii. 2. The County shall retain the services of a consulting paleontologist. The consulting paleontologist will meet the Society for Vertebrate Paleontology’s criteria for a qualified professional paleontologist (Society of Vertebrate Paleontology 2010).
  - iii. 3. The consulting paleontologist shall visit the discovery site as soon as practicable and perform minor hand excavation to describe the paleontological resources present and assess the amount of disturbance. The consulting paleontologist will follow the Society for Vertebrate Paleontology’s guidelines (2010) for treatment of the artifact. Treatment may include preparation and recovery of fossil materials for an appropriate museum or university collection and may include preparation of a report describing the finds. The County will be responsible for ensuring that the consulting paleontologist’s recommendations for treatment are implemented.

## Flagging Key

1. **Blue and white striped flagging** – Water Course and Lake Protection Zones (WLPZ) for Class I and II watercourses (none present in the project area).
2. **Blue flagging** – Marks the centerline of a Class II or Class III watercourse. May also be utilized to mark the location of a waterbreak that needs to be constructed. The location of the waterbreak will be designated by placing a flag at the waterbreak inlet and an additional flag at the waterbreak outlet.
3. **Yellow and white striped flagging** – Equipment Exclusion Zone.
4. **Orange and white striped flagging** – Special Treatment Zone
5. **Orange glo** – Identifies areas or species for retention as desired or selected by County Parks. Can include specific trees or habitat features desired for retention, or retention for species diversity. Sensitive resources are flagged in pink glo as specified below
6. **Pink glo** – Identifies areas of avoidance for sensitive vegetation, sensitive wildlife resources, or other advisories for avoidance.
7. **Solid pink glo flagging accompanied by solid white flagging** – Special instructions to the Contractor written on the white flagging in black permanent pen.
8. **Yellow flagging with the words “SKID TRAIL” on it** – Location where heavy equipment may travel off-road to access trees marked for removal.
9. **Orange flagging with the words “TRUCK ROAD” on it** – Location where vehicles licensed for use on county roads and state highways may travel.
10. **Solid blue accompanied by solid white and either SKID TRAIL (yellow) or TRUCK ROAD (orange) flagging** – Stream crossing approved for equipment use indicated by appropriate color yellow SKID TRAIL or orange TRUCK ROAD.
11. **Black and yellow flagging** – Caution, Wasp or Bee’s nest
12. **Red flagging** – Indicates a potential property boundary.



# Quarry County Park State Coastal Conservancy Grant Project



## Legend

- Trails
- Fuel Management Work Completed 2021
- Park Boundaries
- Create and Maintain a Shaded Fuel Break Along Fire Roads in Quarry Park (100 feet on either side of fire road)
- Hazard tree removal overlaid and extending beyond Shaded Fuel Break area (200 feet from either side of the fire road)

**EXHIBIT B**  
**Cost Proposal**  
**QUARRY PARK SHADED FUEL BREAK**

To: Board of Directors, San Mateo Resource Conservation District

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

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the RCD for the rates and prices for the work as indicated below. The quantities provided are best estimates and may be adjusted at the discretion of the RCD.

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

**1. Cost Proposal**

Item #	Item	Estimated Quantity	Unit	Unit Cost	Total
1	Mobilization, insurance, bonds		Lump Sum		
2	Site meetings/prevaling wage management		Lump Sum		
3	Demobilization /closeout		Lump Sum		
Understory Vegetation Treatment; removal/ chipping of small trees and brush, chemical treatment of stumps/ woody invasives					
4	Mechanical and hand work	40	Acres		
Hazard Tree Removal; Felling, chipping, grinding, stump treatment and dispersing chips*					
5	Class 1 Trees: >10 inches and <20 inches DBH	100	average cost per tree (class 1)		
6	Class 2 Trees: 20 inches to <30 inches DBH	60	average cost per tree (class 2)		
7	Class 3 Trees: 30 inches to <40 inches DBH	30	average cost per tree (class 3)		
8	Class 4 Trees: greater than 40 inches DBH	5	average cost per tree (class 4)		
Removal of downed trees; Chipping and dispersing chips*					
9	Class 1 & 2 Trees >10 inches and <30 inches DBH	5	average cost per tree (class 1 & 2)		
10	Class 3 & 4 Trees 30 inches or greater DBH	5	average cost per tree (class 3 & 4)		

Hauling and disposing of material off-site*					
11	Moving and disposing of woodchips off site if needed	20	10 cu/yard dump truck load		
<b>Total Bid</b>			Lump Sum		

**\* There is no guarantee for the number and size class of hazard trees, downed trees, or the amount volume of hauling needed (if any) but these are the best estimates**

**Total Bid (in numbers):**

---

**Total Bid (in words):**

---

**2. CERTIFICATION**

I hereby certify that:

- A. All of the statements herein made by me are made on behalf of \_\_\_\_\_  
[company name], \_\_\_\_\_ [Director/CEO name]
- B. I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;
- C. I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;
- D. I have full authority to make such statements and to submit this bid on the Company's behalf; and
- E. The statements herein are true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Calif. Contractor's License #: \_\_\_\_\_ Classification: \_\_\_\_\_

Name of Qualifier for License: \_\_\_\_\_

Federal Tax Identification #: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Representative: \_\_\_\_\_

Representative's Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**3. SUBCONTRACTORS**

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

Name of Subcontractor: \_\_\_\_\_

License #: \_\_\_\_\_ Classification: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

License #: \_\_\_\_\_ Classification: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

License #: \_\_\_\_\_ Classification: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

License #: \_\_\_\_\_ Classification: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

License #: \_\_\_\_\_ Classification: \_\_\_\_\_

**4. REFERENCES**

List projects and contact information for use as reference or attach reference documentation.

**PROJECT NAME** \_\_\_\_\_

Brief description of project:

Date(s) constructed:

Reference (name & phone) \_\_\_\_\_

**PROJECT NAME** \_\_\_\_\_

Brief description of project:

Date constructed:

Reference (name & phone) \_\_\_\_\_

**PROJECT NAME** \_\_\_\_\_

Brief description of project

Date constructed:

Reference (name & phone)



- 5) Please describe the contractor's **fire safety equipment** and capabilities. Provide details on the types of suppression equipment as well as standard monitoring protocol if it differs from those described in Exhibit A: Project Plans and Specifications.
  
- 6) How does the contractor anticipate **working safely and effectively on uneven terrain or steep slopes** to complete this project to specification?
  
- 7) What is the contractor's experience working on projects in **sensitive habitats** and/or endangered species, and with projects in central and/north **coastal California** environmental constraints (soils, topography, hydrology, fire weather, etc.)?
  
- 8) What is the contractor's experience **working with Resource Conservation Districts** or other public agencies?

**EXHIBIT D**  
**Sample Contract**  
**QUARRY PARK SHADED FUEL BREAK**

**SAN MATEO RESOURCE CONSERVATION DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT WITH**  
**CONTRACTOR**

THIS AGREEMENT (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 is by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as “**RCD**,” and **CONTRACTOR**, hereinafter referred to as “**CONTRACTOR**.”

**WITNESSETH:**

**WHEREAS**, XXXX; and

**WHEREAS**, RCD desires to use the professional services of CONTRACTOR; and

**WHEREAS**, CONTRACTOR has the professional and administrative ability to implement such services; and

**WHEREAS**, RCD and CONTRACTOR desire to set forth in writing the obligations and responsibilities of each party relating to the services;

**NOW, THEREFORE**, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

**1. Scope of Services**

- a. CONTRACTOR will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, Project Name- Contractor Name- ***Scope of Services***, hereinafter referred to as “**PROJECT**”, which is attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

**2. Term of Agreement.** Subject to compliance with all applicable terms and conditions, the term of this Agreement shall commence on (Date) and terminate on (Date).

**3. Performance Responsibilities.** Contractor shall complete the herein described services by no later than (Date) unless a later date is agreed upon by the parties in writing. Time is and shall be of the essence in the performance of the specified services by CONTRACTOR.

**4. Compensation.**

- a. In consideration of the services provided by CONTRACTOR in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay CONTRACTOR an amount not to exceed AMOUNT AS TEXT, (\$xx.xx) for the successful and timely completion of the specified services. In no event shall RCD’s total fiscal obligation under this Agreement exceed (AMOUNT AS TEXT (\$xx.xx)). In the event that RCD makes any advance payments, CONTRACTOR agrees to refund any

amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.

- b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to CONTRACTOR as soon as is reasonably possible after RCD learns of said unavailability of outside funding.
5. **Billing and Payment Procedure.** CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 30 days of payment to the RCD by the project funder.
6. **Cooperation.** RCD and CONTRACTOR agree to cooperate to the greatest extent possible to complete the PROJECT. CONTRACTOR will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as practicable.
7. **Assignment.** This Agreement is not assignable by CONTRACTOR in whole or in part without the authorized written consent of RCD,
8. **Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.
9. **Applicable Laws.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state, local and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by CONTRACTOR, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.
10. **Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. CONTRACTOR, and any subcontractor working under CONTRACTOR, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.
11. **No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
12. **Independent Contractor Status.** The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this

Agreement is intended nor shall be construed to create an employer-employee relationship, and neither CONTRACTOR nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.

**13. Standard of Professionalism.** CONTRACTOR shall conduct all work under this Agreement consistent with professional standards for the industry and type of work being performed hereunder.

**14. Ownership of Materials.** Except as otherwise expressly stated in Exhibit A, all materials and work products, including data collected for the Work produced as a result of this Agreement are the property of the RCD. Any final products distributed or produced will acknowledge the CONTRACTOR, RCD, and other Funding Agencies as reasonably requested by the RCD. The RCD shall be entitled to use and publish the work product and deliverables under this Agreement.

**15. Indemnification.** To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend, at CONTRACTOR's expense and with counsel acceptable to RCD, indemnify, and save and hold harmless RCD, Funding Agencies, and all of their officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever arising out of the performance or nonperformance of the CONTRACTOR's work, including without limitation, all expenses of litigation and/or arbitration, court costs, and attorneys' fees, arising on account of or in connection with injuries to or the death of any person whomsoever, or any and all damages to property, regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the work performed by or for the CONTRACTOR under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the CONTRACTOR or any of its employees, agents, representatives and or suppliers.

**16. Insurance.** CONTRACTOR shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof prior to commencement of any work under this Agreement. CONTRACTOR shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B hereto, incorporated herein by reference. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

### **17. Nondiscrimination and Other Requirements**

a. **General Nondiscrimination:** CONTRACTOR will not discriminate in employment practices or in the delivery of services on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. **Equal Employment Opportunity:** CONTRACTOR shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.

c. **Discrimination Against Individuals with Disabilities:** The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and CONTRACTOR and any subcontractor(s) shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

d. **History of Discrimination:** CONTRACTOR certifies that no finding of discrimination has been issued in the past 365 days against CONTRACTOR by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against CONTRACTOR within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other governmental investigative entity, CONTRACTOR shall provide the RCD with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the RCD.

**18. Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

**To RCD:** Kellyx Nelson, Executive Director  
San Mateo Resource Conservation District  
80 Stone Pine Road, Suite 100  
Half Moon Bay, CA 94019

**To CONTRACTOR:** Name, Title  
Contractor  
Address

**19. Amendments and Integration.** This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

**20. Counterparts. Electronic or Digital Signature Transmitted By Electronic Mail or Facsimile.** This Agreement may be executed in counterparts and a digital and/or electronic signature provided by either party shall be deemed the equivalent of an original signature and may be transmitted by one party to the other via electronic mail or facsimile, which taken together shall constitute one in the same agreement, each bearing original signatures, and shall be effective as of the date of the last signature appearing thereon. by any electronic, digital, or facsimile signatures.

**21. Termination.** This Agreement may be terminated for any of the following reasons:  
a. If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfil its obligations under this Agreement, immediately upon written notice from RCD; and

- b. RCD may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after RCD learns of said unavailability of funding.

**IN WITNESS WHEREFORE**, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
**Name, Title**  
**Company**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
**Kellyx Nelson, Executive Director**  
**San Mateo Resource Conservation District**

**EXHIBIT D (Continued)**  
**\*Scope of Services**

\*Represented by this bid document and embedded Project Plans and Specifications

**EXHIBIT D (Continued)**  
**INSURANCE**

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

The CONTRACTOR shall maintain required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
  
2. Minimum Limits of Insurance. The CONTRACTOR shall maintain coverage limits no less than:
  - a. General Liability: (Including operations, products and completed operations, as applicable)  
\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability:  
\$1,000,000 per accident for bodily injury and property damage. San Mateo Resource Conservation District Grant Agreement No. 20-104 Page 11
  - c. Worker’s Compensation and Employer’s Liability:  
Worker’s compensation as required by law and Employer’s Liability of no less than \$1,000,000 per accident for bodily injury or disease.
  
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
  
4. Required Provisions:
  - a. The CONTRACTOR shall notify RCD within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least 15 days before an insurance policy held by the CONTRACTOR lapses or is cancelled, the CONTRACTOR shall provide RCD with evidence of renewal or replacement of the policy.
  - b. The CONTRACTOR hereby grants to RCD and State of California, their officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the RCD or State of California, their officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the CONTRACTOR has received a waiver of subrogation endorsement from the insurer.
  - c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

i. RCD and the State of California, their officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with the work or operations.

ii. For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the RCD and State of California, their officers, agents and employees, and not excess to any insurance or self-insurance of the RCD or State of California.

iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better.

6. Verification of Coverage. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

7. Premiums and Assessments. RCD and State of California are not responsible for premiums and assessments on any insurance policy.

**EXHIBIT E**  
**San Mateo RCD and [Coastal Conservancy] Insurance Requirements**  
**Contract Construction Services**  
**QUARRY PARK SHADED FUEL BREAK**

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

The CONTRACTOR shall maintain required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
- b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.

2. Minimum Limits of Insurance. The CONTRACTOR shall maintain coverage limits no less than:

- a. General Liability: (Including operations, products and completed operations, as applicable)  
\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability:  
\$1,000,000 per accident for bodily injury and property damage. San Mateo Resource Conservation District Grant Agreement No. 20-104 Page 11
- c. Worker’s Compensation and Employer’s Liability:  
Worker’s compensation as required by law and Employer’s Liability of no less than \$1,000,000 per accident for bodily injury or disease.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions:

- a. The CONTRACTOR shall notify RCD within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least 15 days before an insurance policy held by the CONTRACTOR lapses or is cancelled, the CONTRACTOR shall provide RCD with evidence of renewal or replacement of the policy.
- b. The CONTRACTOR hereby grants to RCD and State of California, their officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the RCD or State of California, their officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the CONTRACTOR has received a waiver of subrogation endorsement from the insurer.

c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

i. RCD and the State of California, their officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with the work or operations.

ii. For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the RCD and State of California, their officers, agents and employees, and not excess to any insurance or self-insurance of the RCD or State of California.

iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better.

6. Verification of Coverage. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

7. Premiums and Assessments. RCD and State of California are not responsible for premiums and assessments on any insurance policy.

**EXHIBIT F**  
**Prevailing Wage Requirements**  
QUARRY PARK SHADED FUEL BREAK

The state labor law requirements applicable to the contract are composed of, but not limited to, the following:

**1. Payment of Prevailing Wage Rates**

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Prevailing wage determinations for this project can be obtained at: [www.dir.ca.gov](http://www.dir.ca.gov). This includes a total package including fringe benefits and training contributions which are paid to the employee or for the benefit of the employee to a bona fide ERISA approved or otherwise unconditionally paid for the benefit of the employee Trust Fund.

The contractor is responsible for obtaining and complying with all applicable general prevailing wage rates for trades workers and any rate changes, which may occur during the term of the contract. Prevailing wage rates and rate changes are to be posted at the job site for workers to view. Or the contractor may post a notice stating where the prevailing wage determinations are available on the jobsite and the contractor shall provide access to such information upon reasonable notice. <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

**2. DIR Registration**

All individuals or companies performing prevailing wage work on this project must be registered as a public works contractor and pay an annual fee of \$400 to the Department of Industrial Relations (DIR). This includes all work covered by prevailing wage such as trucking, surveying, building inspection and so on. <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

**1. Apprentices**

It is the duty of the contractor and subcontractors to employ registered apprentices on public works projects per Labor Code Section 1777.5; Contractors and subcontractors must submit proof of Public Works Contract Award Information (DAS140) or other documentation for Division of Apprenticeship Standards approved apprenticeship programs. Apprentices are to be employed in all crafts and in all trades with approved training programs. Contractors are to employ apprentices on a ratio of 1 apprentice hour for every 5 journeymen hours or as otherwise approved by the DAS approved Apprenticeship Training Committee. Contractors and subcontractors who do not meet this ratio must submit documentation that apprentices were requested and were not provided and/or not available in sufficient number to meet this ratio. The submission of an accurate DAS142(s) meets this requirement. Additional documentation may be required to verify the apprenticeship status of employees.

**2. Penalties**

Penalties, including forfeitures and debarment, shall be imposed for contractor/subcontractor failure to pay prevailing wages, failure to maintain and submit accurate certified payroll records upon request, failure to employ apprentices, and for failure to pay employees for all hours

worked at the correct prevailing wage rate, in accordance with Labor Code Sections 1775, 1776, 1777.7, and 1813. Monetary penalties of up to \$200 per day per worker shall be imposed for failure to pay correct prevailing wage; \$25 per day per worker shall be imposed for overtime violated; \$100 per day per worker for failure to provide certified payroll information; \$100-\$300 per calendar day for noncompliance of Apprenticeship issues.

### 3. Certified Payroll Records

Per Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee hired in connection with a public works project. A listing of all current prevailing wage determinations can be obtained from the Agency's main office or by accessing the Department of Industrial Relations' website at: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Employee payroll records shall be certified (signed under penalty of perjury by someone in authority at the company) and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request. Disclosure of certified payroll information to anyone other than the Awarding Body, its agent, or the Department of Industrial Relations requires that personal information about the employees (name, address and social security number) listed on the forms be redacted (omitted) to protect employee privacy.

Contractors and subcontractors shall maintain their certified payrolls on a weekly basis and shall submit said payrolls on a monthly basis in conjunction with contractor's requests progress or final payment. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated "No Work" for that week. The Agency or its authorized representative is also authorized to request and review all related payroll records such as time cards, cancelled checks, etc. For all projects awarded after April 1, 2015, certified payrolls must also be submitted to the DIR electronically through their eCPR system. <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

While the DIR accepts electronic versions of your certified payroll, the DIR and this agency may also request copies of the original certified payroll and supporting documentation at any time.

### 4. Nondiscrimination in Employment

Prohibitions against employment discrimination are contained in Labor Code Sections 1735 and 1777.6; the Government Code; the Public Contracts Code; and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunities as delineated below:

#### a. Equal Employment Poster

The equal employment poster shall be posted at the job site in a conspicuous place visible to employees and employment applicants for the duration of the project. All other labor and employment related posters are also to be properly displayed on the jobsite.

### 5. Kickback Prohibited

Per Labor Code Section 1778, contractors and subcontractors are prohibited from accepting, taking wages illegally, or extracting “kickback” from employee wages;

6. Acceptance of Fees Prohibited

Contractors and subcontractors are prohibited from exacting any type of fee for registering individuals for public work (Labor Code Section 1779); or for filling work orders on public works contracts (Labor Code Section 1780);

7. Listing of Subcontractors

Contractors are required to list all subcontractors hired to perform work on a public works project when that work is equivalent to more than one-half of one percent of the total contract amount or \$10,000 whichever is greater. (Public Contract Code Section 4100, et seq.);

8. Proper Licensing

Contractors and subcontractors are required to be properly licensed. Penalties will be imposed for employing workers while unlicensed (Labor Code Section 1021 and Business and Professions Code Section 7000, et seq. under California Contractors License Law);

9. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition (Business and Professions Code Sections 17200-17208);

10. Workers' Compensation Insurance

All contractors and subcontractors are required to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of Labor Code Section 3700 (Labor Code Section 1861);

11. OSHA

Contractors and subcontractors are required to comply with the Occupational, Safety and Health laws and regulations applicable to the particular public works project.

12. Prompt Payment of Subcontractors and Suppliers

Contractors are required by law to promptly pay their subcontractors and suppliers within seven (7) days of receipt of any progress or final payment from the Public Agency. Likewise, the subcontractor and supplier are required to pay their respective subcontractors and suppliers within seven (7) days of receipt of payment from the general contractor. When the payment to the contractor is a release of final retention on the project, those funds must be paid within seven (7) days of receipt.

13. IRCA

Pursuant to the Immigration Reform and Control Act of 1986, employers are required to verify that all employees working on public works contracts are legally able to work in the United States. Employers shall keep on file appropriate I-9 forms and documentation for all workers employed on the jobsite and make such forms available to inspection and review by the LCO upon request.

14. Jobsite Interviews

Jobsite interviews are required on a regular basis on this project, North Valley Labor Compliance Services (NVLCS) may conduct random jobsite interviews as necessary to meet labor compliance

obligations. Please contact Carolyn Lay – Senior Labor Compliance Officer, once the project has a confirmed start date. Her phone number is (714) 408-8687

15. Certification of Electricians

Those employing electricians must comply with employment testing and certification requirements for electricians. Additional information may be required to verify the certification status of those employed. F-4

18. Employee Wage Statements – It is required to provide itemized wage statements (pay stubs) to Employees under Labor Code Section 226.

19. Posting of Labor Compliance – Notice of Labor Compliance Approval is required to be posted at the job site in accordance with section 16429, listing a telephone number to call for inquiries, questions, or assistance with regard to the Labor Compliance Program.

20. Confirmation of Payroll Records – Confirmation of payment to employees for each contractor and subcontractor shall be undertaken randomly for at least one worker for at least one weekly period within that month. This will entail a monthly request of the front and back of a canceled check and employee pay stub for each contractor/subcontractor. Per Title 8 of the California Code Regulations section 16432(c).

21. Public Works Contractor Registration – Only those businesses who have registered and paid the applicable fee to the Department of Industrial Relations as a Public Works Contractor will be allowed to work on the project.

I acknowledge that I have been informed and am aware of the foregoing requirements and that

I am authorized to make this certification on behalf of \_\_\_\_\_.  
(Name of Contractor)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title of Contractor Authorized Representative**

**EXHIBIT G**  
**Certificate of Compliance**  
**QUARRY PARK SHADED FUEL BREAK**

TO: SAN MATEO RESOURCE CONSERVATION DISTRICT

PROJECT: **QUARRY PARK SHADED FUEL BREAK**

This is to certify that all requirements for insurance of subcontractors as specified have been met.

\_\_\_\_\_  
**[Contractor]**

\_\_\_\_\_  
By

\_\_\_\_\_  
Dated

Please return this completed form with your Bonds and Certificates of Insurance within 7 days of notice of award

**EXHIBIT H**  
**Billing Instructions for Contractors**  
**QUARRY PARK SHADDED FUEL BREAK**

**Process and timing**

Invoices will be reviewed by the SMRCD staff before submittal to grant funders. Invoices will be paid upon receipt of funds from the grantor, a process that may take up to 120 days from the time of submittal to the grantor by the District.

**Format**

In order to be paid promptly, you should use the attached invoice template, or include all elements in the template on your invoice.

**Task:** If your contract or work order shows that you will be performing more than one task specified in the budget, please break down the charges on your invoice by task.

**Description:** Provide a thorough but concise description of all work included on the invoice. Include a breakdown of equipment and labor rates, hours and dates worked, materials, subcontractors and other costs.

**Please submit your invoice to:**

Erica Harris, Project Manager  
erica@sanmatorcd.org  
San Mateo Resource Conservation District  
80 Stone Pine Road, Suite 100  
Half Moon Bay, CA 94019

