

## **REQUEST FOR BIDS**

### **SAN BRUNO MOUNTAIN WEST PEAK RESTORATION**

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

October 8, 2018

**Request for Bids**  
**SAN BRUNO MOUNTAIN WEST PEAK RESTORATION**

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**Published by the authority of:**

San Mateo RCD Board of Directors

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## **SAN BRUNO MOUNTAIN WEST PEAK RESTORATION REQUEST FOR BIDS**

### **1. Introduction**

The San Mateo Resource Conservation District is seeking an outstanding team of professionals to implement site preparation, revegetation, and watering according to the *San Bruno Mountain West Peak Restoration and Monitoring Plan* (Appendix A). The aim of this project is to enhance 3.5-acres of endangered mission blue butterfly (*Icaricia icarioides missionensis*) and the Callippe silverspot (*Speyeria callippe callippe*) habitat along West Peak in San Bruno Mountain. The objectives for this RPB, include the first phase of habitat restoration through augmenting existing and/or establish lupine populations (host plant: *Lupinus albifrons* subsp. *collinus*, *L. formosus* subsp. *formosus*, and *L. variicolor*); and increase cover and species richness of nectar plants for mission blue and Callippe silverspot.

This habitat restoration project meets mitigation requirements as required by the U.S. Fish and Wildlife Service for the Pacific Gas & Electric (PG&E) Project ID-51 and the Bay Area Habitat Conservation Plan (HCP). The RCD shall assist PG&E on the implementation of the of the *San Bruno Mountain West Peak Restoration and Monitoring Plan* in order to restore habitat for the mission blue butterfly and Callippe silverspot.

Contracting Entity: The San Mateo Resource Conservation District (RCD) is the contracting entity and project manager. The RCD helps people protect, conserve, and restore natural resources through information, education, and technical assistance programs. The work of the RCD is accomplished through strong voluntary partnerships with land owners and managers, technical advisors, area jurisdictions, government agencies, advocates, and others.

RCDs were established by the state of California to be locally governed special districts that act as focal points for local conservation efforts, using very diverse means to conserve natural resources on public and private lands. Established in 1939, San Mateos RCD was the first such district in California. For more information about the RCD, visit [www.sanmateoRCD.org](http://www.sanmateoRCD.org).

Notice of Funding Source: Bidders are notified that this project is funded through Pacific Gas & Electric (PG&E). The contractor will submit quarterly invoices and will receive payment after the RCD has been reimbursed by the funder.

### **2. Location**

The San Bruno Mountain West Peak Restoration is part of a 3.5-acre West Peak Restoration Project and an additional 3.5-acre Bay Area HCP Mission Blue Butterfly Project on San Bruno Mountain (Figure 3). San Bruno Mountain State and County Park (San Bruno Mountain) is a 2,416-acre public park managed by the County of San Mateo Parks Department (County Parks).

### **3. Plans and Work Sites**

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

- A. Visited the project site to familiarize themselves with local conditions that in any manner affect cost, progress, or performance of the work
- B. 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

## San Bruno Mountain West Peak Restoration 2018

- C. Thoroughly examined and understand 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 should 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

Funding for designing, planning and implementation of the project is provided by the PG&E. The intent of this RFP is to select between qualified applicants based on the most cost-effective bid which meets the needs of the project goals and outcomes described in this document and which will be elaborated on during the pre-bid site visit (see Selection Process and Timeline section below).

### 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 Form

Exhibit C: Contract Template

Exhibit D: San Mateo RCD and Funder Insurance Requirements

Exhibit E: Prevailing Wage Requirements

Exhibit F: Certificate of Compliance

Exhibit G: Billing Instructions for Contractors

Appendix A: San Bruno Mountain West Peak Restoration and Monitoring Plan

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Appendix C: Standard San Bruno Mountain Habitat Conservation Plan Avoidance and Minimization Measures

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.

### 7. Bid and Work Schedule

## San Bruno Mountain West Peak Restoration 2018

Date of announcement	10/8/2018
RSVP Bid Tour	10/12/2018 please email <a href="mailto:cleopatra@sanmateoRCD.org">cleopatra@sanmateoRCD.org</a> to RSVP
Bid Tour	10/15/2018
Questions/Inquiries Accepted	10/24/2018 by 5:00pm
Deadline for bid submissions	10/29/2018 Postmarked, Late bid submissions will not be considered.  Bids should be sent to Cleopatra Taday <a href="mailto:cleopatra@sanmateoRCD.org">cleopatra@sanmateoRCD.org</a>
Notification of Award	Estimated 11/16/2018
Contract Date	Estimated 11/16/2018
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	12/3/2018
Work Completion Date	06/30/2019 with possibility of extension for winter 2019/2020.

### **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.)

### **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 will be rejected.

### **10. Permits**

PG&E 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. The Contractor shall not cover up any work prior to these inspections. It is the Contractor's responsibility to contact the RCD project manager to conduct required inspections. Inspections shall occur during construction and at job completion.

### **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

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limited to the protection of all plants, animals, and aquatic life. See Appendix C: Standard San Bruno Mountain Habitat Conservation Plan Avoidance and Minimization Measures

### **13. Licenses**

To submit a bid on this contract, a valid Contractor's License issued by the Contractor's State License Board is required.

### **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 RCD will accept the proposal which is of the greatest advantage to the project and the RCD. RCD has the right to reject any and all proposals and add alternates. **RCD is not required to accept the low bid.**

### **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.

**EXHIBIT A**  
**Project Plans and Specifications**  
San Bruno Mountain West Peak Restoration

**Project Summary**

This project consists of the restoration of 3.5-acres of federally-listed mission blue butterfly and callippe silverspot butterfly habitat on the West Peak of San Bruno Mountain in Daly City, CA. The RFB encompasses the first phase of this project –the installation of around 1500 lupine and butterfly nectar plants. The project location is on a steep south-facing slope located downslope from the old West Peak ranger station and upslope from Royce Way in Daly City. The northern edge is delineated by an unnamed trail and dense scrub vegetation. The southern and eastern edges are delineated by dense scrub vegetation. A transmission tower bisects the western portion of the restoration area. PG&E and Nomad Ecology have prepared *San Bruno Mountain West Peak Restoration and Monitoring Plan* as part of the Bay Area HCP and ID-51 Project mitigation requirements in preparation for restoration for this 3.5-acre site. The plan outlines two years of implementation and five years of maintenance and monitoring. Restoration goals outlined in this plan include, removal of invasive species, reduction of shrub cover, increasing the cover of native lupine species, and increasing the cover and species richness of native nectar plants. This RFB outlines the implementation of a portion of this plan. The selected contractor is expected to assist in the implementation of the latter half of the plan's goals: increasing native cover of lupines and nectar plants. The timing of this project will be for Fall and Winter of 2018 aligning with the rain season for better establishment of container plantings and softening of the soil. Follow up hand watering work may be requested by the RCD. The proposed work will be the first stage in restoring West Peak for mission blue butterfly and callippe silverspot butterfly.

**Project Background**

As outlined in the *San Bruno Mountain West Peak Restoration and Monitoring Plan*, "The West Peak of San Bruno Mountain in San Mateo County historically was a native grassland habitat that was home to a healthy population of native lupines (*Lupinus* spp.), which hosted the endangered mission blue butterfly (San Mateo County Parks 2016b). Over time, without grazing and fire, which historically maintained this grassland, the area has become overgrown with woody scrub and invasive plants (San Mateo County Parks 2016b). This has reduced the quality of the habitat and limited the ability of the butterflies to occupy the area. The purpose of this project is to restore this site as a functional habitat for the mission blue butterfly through invasive weed control, scrub removal, and plantings."

**Restoration Context**

The RFB outlines the first year of planting outlined in the *San Bruno Mountain West Peak Restoration and Monitoring Plan*. This plan is guided by a number of Habitat Conservation and Management Plans set forth by San Mateo County Parks, Creekside Science, and TRA Environmental Services. This includes the Habitat Conservation Plan (HCP) (TRA 1983) for federally-listed butterfly species that San Bruno Mountain currently operates under. This first year of planting follows the body of guiding work by increasing the number and cover of lupines and native nectar plants for the federally-listed butterflies. The project outlines in the RFB will occur in the upper portion of the project.

This area consists of coastal terrace prairie and northern coastal scrub. The habitat quality in this northern portion has a lower presence of Mediterranean annuals and a greater area of bare ground. This area was selected for the first year of planting because of the minimal preparation needed to control tall annual grasses and invasives, such as fennel and Italian thistle. The northern, more uphill portion also includes a higher percentage of low lying

## San Bruno Mountain West Peak Restoration 2018

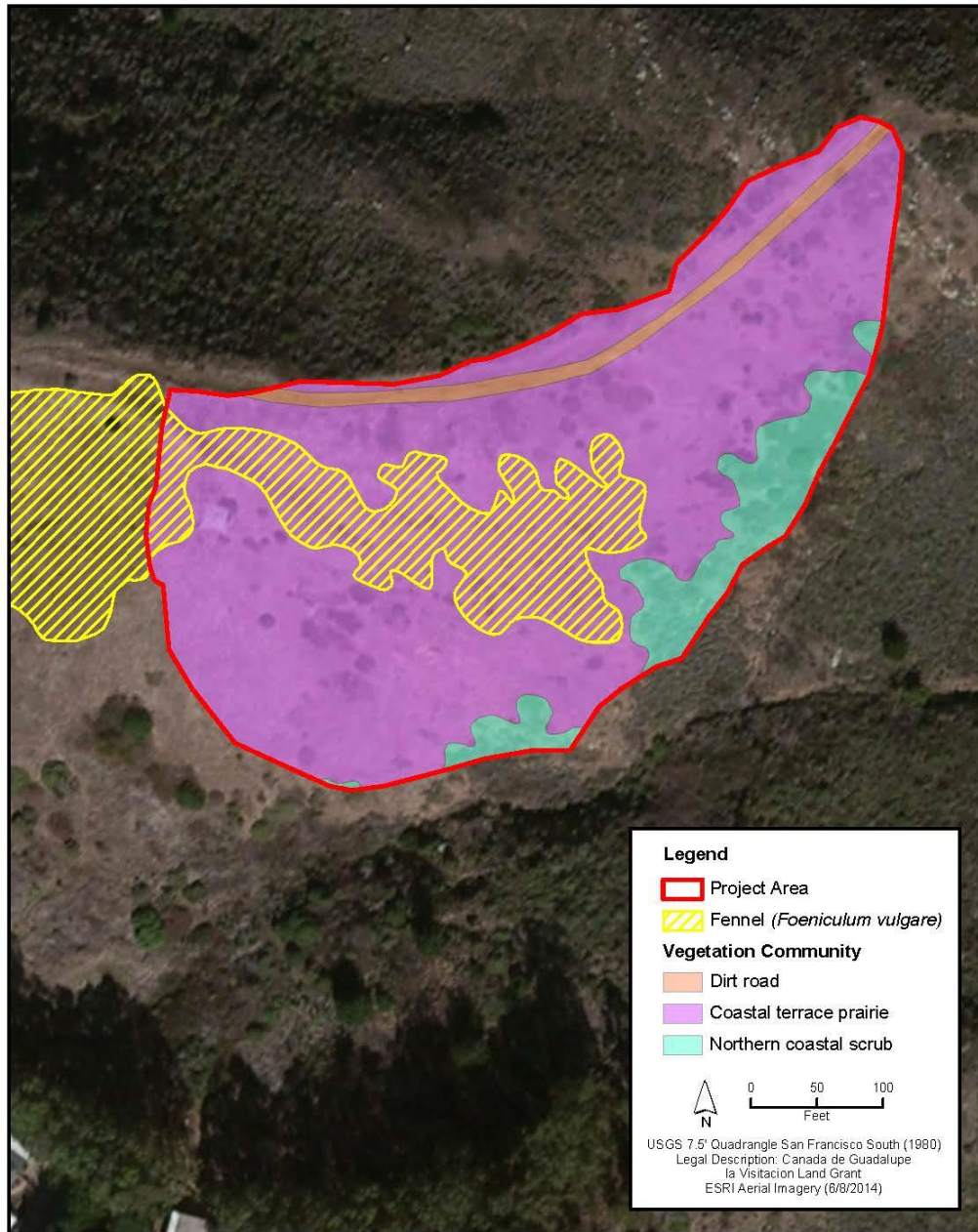
scrub which can be utilized in the installation of container plants as nursery plants, decreasing weed competition and decreasing water loss. Site preparation for the first year of planting includes minimal manual removal of weeds and string trimming to reduce thatch. The container plants once installed will need an initial hand watering. The contractor may be required to water plants as needed based on dry weather conditions.

There is access to the sites by dirt road and the site can be accessed by foot. The RCD will discuss additional staging options at pre-bid site visit. The RCD is currently also exploring alternate staging areas for water sources with stakeholders and landowner.

The planting palette for the West Peak restoration area is shown in Table 7. The planting palette includes butterfly host and nectar plants for mission blue and callippe silverspot butterflies. The container plants are provided by Mission Blue Nursery in Brisbane, CA who have collected seeds and cuttings from San Bruno Mountain.

All restoration activities will follow the *Guidelines to Minimize Phytophthora Contamination in Restoration Projects* as specified by the Working Group for *Phytophthora* in Native Habitats (Appendix B) and the *Standard San Bruno Mountain Habitat Conservation Plan Avoidance and Minimization Measures* (Appendix C).





**Figure 3.**  
**Vegetation Communities and Fennel Locations**  
**West Peak Restoration Project**

San Mateo County, CA  
 March 2017



Source: USA Topo NGS (2013); Ganda GIS 2017

\*Vegetation Communities and Fennel Locations were field verified by Nomad Ecology on March 31, 2017.

\*Scattered shrubs were present in the area mapped as coastal terrace prairie.



Figure 2.  
Grassland Management Units  
West Peak Restoration Project

San Mateo County, CA  
March 2017



Source: USA Topo NGS (2013); Ganda GIS 2017



seeds from desiccation and predation and to provide good seed/soil contact. The seeding rate will be determined by seed availability and will average 10-25 seeds per square foot..

A layer of weed free straw mulch will be added to seeded areas as a protective mulch to conserve moisture, reduce soil erosion, and increase germination. Weed-free straw or rice straw will be applied at a rate of approximately 200 to 500 pounds per acre (depending on slope, exposure, and other permit requirements) and can be applied by hand or equipment. The straw will be crimped to secure it in place, if necessary.

#### 4.5.3 CONTAINER PLANT PALETTES AND PLANTING METHODOLOGY

##### Container Plant Palettes

The planting palette for the West Peak restoration area is shown in Table 7. The planting palette includes butterfly host and nectar plants for mission blue and callippe silverspot butterflies.

Table 7. West Peak Container Planting Palette

SCIENTIFIC NAME	COMMON NAME	BUTTERFLY HOST OR NECTAR PLANT <sup>1</sup>
<i>Acaena pinnatifida</i> var. <i>californica</i>	California acaena	-
<i>Achillea millefolium</i>	yarrow	MB & CS nectar plant
<i>Danthonia californica</i>	California oat grass	-
<i>Elymus glaucus</i> subsp. <i>glaucus</i>	blue wildrye	-
<i>Eriogonum latifolium</i>	coast buckwheat	MB & CS nectar plant
<i>Heterotheca sessiliflora</i> subsp. <i>bolanderi</i>	Bolander's goldenaster	MB nectar plant
<i>Horkelia californica</i> var. <i>californica</i>	California horkelia	MB & CS nectar plant
<i>Lupinus albifrons</i> var. <i>collinus</i>	silver bush lupine	MB larval food plant
<i>Lupinus formosus</i> var. <i>formosus</i>	summer lupine	MB larval food plant
<i>Lupinus variicolor</i>	varied color lupine	MB larval food plant
<i>Melica californica</i>	California melic	-
<i>Monardella villosa</i> subsp. <i>franciscana</i>	coyote mint	MB & CS nectar plant
<i>Phacelia californica</i>	California phacelia	MB nectar plant
<i>Ranunculus californicus</i> var. <i>californicus</i>	common buttercup	-
<i>Sidalcea malviflora</i> subsp. <i>laciniata</i>	geranium-leaved checkerbloom	MB nectar plant
<i>Stipa pulchra</i>	purple needlegrass	-

<sup>1</sup> MB = MB butterfly. CS = Calippe silverspot butterfly.

##### Container Planting Methodology

The first winter will include a planting of a minimum of 2,500 plants. Additional planting of a minimum of 1,500 plants will occur the second winter. At least 20% of these plantings (800 plants total) will consist of butterfly host *Lupinus* spp. (*L. albifrons* var. *collinus*, *L. formosus* var. *formosus*, and *L. variicolor*). The number of containers of each of the other species on the planting palette will be determined based on observations made in high quality habitat on the mountain and availability of nursery stock. A diversity of species will be planted.

Per the HMP, replanting is successful when areas have been properly selected and thorough follow-up work has been done to protect plantings (TRA 2008). Smaller habitat islands, approximately 0.1-0.25 acre in size), can be planted and more easily managed (using mowing, hand control, herbicides, and replanting) to provide habitat for the endangered species once host and nectar plants have become

established (Kobernus 2003). This process takes approximately two years. Several habitat islands for the mission blue butterfly have been created within HCP conserved areas using this approach.

Container plantings will be planted in groups using the habitat island approach. Habitat islands will be 0.25-0.35 acre in size and sufficient habitat islands will be created to total 1.3 acres. Container plants will be cluster-planted at approximately 4 foot (triangular) spacing in the habitat islands, which equals 300 plants per 0.1 acre. Based on the number of plants planned for this restoration project (4,000 container plants), 7 to 12 habitat islands will be created, totaling 1.3 acres. Habitat islands will contain a mix of species and will include host and nectar plants. The location of habitat islands will be determined in the field.

Container planting sites will be selected to find areas of deeper soil in the restoration site, as much of the site has very thin rocky soils. Before planting seeds or containers, grasses and other low vegetation will be scraped in an approximate 3-foot- diameter area. This is to reduce thatch and weed competition in the immediate planting areas. In order to protect container plantings from herbivore predation (snails, brush rabbits, mice), some plantings will be protected by a small cage. An 8-inch-diameter tube constructed of half-inch wire mesh will be sunk 6 inches into the ground around the container plantings and will extend above the ground at least 12-inches. The cage will be held in place using rebar and zip ties. Alternatively shrubs shelters can be used.

After the seeds and protective cages are installed, water will be applied slowly to the planting site that same day (unless precipitation is forecast), so that all water percolates and no runoff occurs. Additional watering will be needed if rainfall is lower than average. During the annual dry season (May-October) within the first year of planting, container plantings should be hand watered every 6-8 weeks depending on soil moisture conditions and air temperatures.

Throughout the first season of establishment (January to July), the planting sites will be hand weeded every 6 weeks to control all primary secondary target invasive plants and undesirable shrub species

## 4.6. EROSION CONTROL

Appropriate Best Management Practices (BMPs) will be installed as part of the project in areas where soil is disturbed or there is a risk of soil moving offsite. Appropriate BMPs will be determined during and after restoration implementation in coordination with the restoration biologist and the County.

## 4.7. AS-BUILT SUMMARY

Following restoration, a brief as-built report will be prepared to document the completion of restoration activities. The as-built report will include a summary of the restoration actions completed including a map showing the locations of invasive weed control, shrub removal, and plantings. The as-built report will include the final seed mix, quantity of native plant seed broadcast, application method, locations of habitat islands, locations container plants, species planted, number of each species, and photographs documenting the restoration. Any changes to the restoration plan (approved by County Parks) will be noted and discussed in the as-built report. Actions to be undertaken in the following year, including any additional seed collection or procurement may also be included in the as-built report.

## **Task Description**

### **Task 1: Site Preparation**

Before installation, there is a minimal amount of preparation on existing vegetation needed. Task 1 includes any manual removal or string trimming of vegetation in preparation of planting sites. The contractor is not expected to prepare the entire 3.5-acres of the project, but to operate in 0.25-0.3-acre “habitat islands”. Approved removal methods are manual removal and string trimming. Herbicides will not be utilized for this portion of the project.

### **Task 2: Container Plant Installation**

The work in task 2 covers the installation of container plants grown by Mission Blue Nursery during Fall and Winter of 2018. Work is expected to be completed before the end of the rain season, around March 2019. Installation will follow the *Container Planting Method* outlined in the *San Bruno Mountain West Peak Restoration and Monitoring Plan*. The RCD and Nomad Ecology will provide monitoring support as requested by PG&E.

### **Erosion Control**

Appropriate Best Management Practices (BMPs) will be installed as part of the project in areas where soil is disturbed or there is a risk of soil moving offsite. Appropriate BMPs will be determined during and after restoration implementation in coordination with the restoration biologist and the County.

### **Task 3: Hand Watering**

After the plantings installed, water will be applied the same day after planting. Work under task 3 will be carried out by the selected contractor and will follow watering requirements outlined in *San Bruno Mountain West Peak Restoration and Monitoring Plan* under *Container Planting Method*. Additional hand watering may be needed during the winter if sufficient precipitation is not received and in the dry season (May-October 2019).

**EXHIBIT B**  
**Cost Proposal Forms**  
San Bruno Mountain West Peak Restoration

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 said work as indicated below.

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. BID SCHEDULE**

Item #	Description	Amount
1	Site Preparation	
2	Container Plant Installation	
3	Watering of Plants	
	Total bid	

**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)

**EXHIBIT C**

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

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 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**, the RCD received funding from PG&E for the San Bruno Mountain West Peak Restoration project; and

**WHEREAS**, the contractor submitted a bid for the Project on [DATE], which was approved by the RCD Board of Directors on [DATE]; 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, *San Bruno Mountain West Peak Restoration project - 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 [DOLLAR AMOUNT] for the successful and timely completion of the specified services. In no event shall RCD's total fiscal obligation under this Agreement exceed [DOLLAR AMOUNT]. 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 County 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 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 and Funder, and all of its 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  
625 Miramontes Street, Suite 103  
Half Moon Bay, CA 94019

**To 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. 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 fulfill 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 County 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: \_\_\_\_\_  
[CONTRACTOR]

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

**EXHIBIT D**

**San Mateo RCD Insurance Requirements  
Contract Construction Services**

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.

1. Minimum Scope of Coverage and Limits of Insurance:
  - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - b. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
  - c. Worker's Compensation: Limits as set forth in the Labor Code of the State of California.
2. Contractors Liability Insurance Policy shall contain the following clauses:
  - a. RCD is added as an additional insured as respects operation of the named insured formed under contract with RCD.
  - b. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
  - c. The insurer agrees to waive all rights of subrogation against RCD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.
3. 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.

**EXHIBIT E**  
**PREVAILING WAGE REQUIREMENTS**

This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

1. The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Agency’s principal office, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov) .
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed. These apprentice requirements apply to any contract over \$30,000.
5. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
6. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Agency, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720



## San Bruno Mountain West Peak Restoration 2018

et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

7. In addition to submitting the certified payrolls and related documentation to the Agency, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment. Certified payroll information for this project shall be submitted electronically through LCPtracker. No hard copy payrolls will be accepted.

8. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

9. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

10. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

11. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

12. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. The Agency shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

**EXHIBIT F  
CERTIFICATE OF COMPLIANCE**

TO: SAN MATEO RESOURCE CONSERVATION DISTRICT

PROJECT: ***[PROJECT NAME]***

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 G**  
**Billing Instructions for Contractors**

**Process and timing**

Invoices will be reviewed by the RCD 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 RCD.

**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:**

San Mateo Resource Conservation District  
80 Stone Pine Road, Suite 100  
Half Moon Bay, CA 94019