

REQUEST FOR PROPOSALS

FOR THE

BUTANO CREEK STREAMFLOW IMPROVEMENT PROJECT AT OKU NURSERY

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

July 15, 2019

Request for Proposals
Butano Creek Streamflow Improvement Project at Oku Nursery

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Published by the authority of:

San Mateo RCD Board of Directors
80 Stone Pine Road, Suite100
Half Moon Bay, CA 94019
(650) 712-7765

REQUEST FOR PROPOSALS

1. Introduction/Background

The San Mateo Resource Conservation District (RCD) is searching for an outstanding contractor to create designs and install a poly-liner on a 10-acre foot pond at Oku Nursery in Pescadero, CA. The project goal is to improve water security for Oku Nursery and improve instream flow conditions within Butano Creek by fixing the leaking pond berms.

This project will be completed in partnership with the RCD and a TBD local grading contractor who will work with the selected lining company to ensure the pond is prepped properly and installation of the liner is done per proposed design specs.

This Project is one of a series of interrelated voluntary projects to enhance streamflows in coastal streams in San Mateo County for the purpose of enhancing instream habitat for the benefit of coho salmon and steelhead trout.

Contracting Entity:

The 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 Mateo County's RCD was the first such district in California. For more information about the RCD, visit www.sanmateorcd.org.

Notice of Funding Source: Bidders are notified that this project is a funded through Proposition 84 administered by the California Department of Water Resources Integrated Regional Water Management grant program. **The RCD cannot guarantee payment to the contractor until grant funds are received form the funding agency which can take 4-6 months. The RCD will invoice DWR on a quarterly basis. The RCD will pursue bridge loan funding to provide prompt payment, but this is not guaranteed.**

2. Location

The project is located at 4525 Cloverdale Road just outside the town of Pescadero adjacent to Butano Creek. For a map to the location from Half Moon Bay click [here](#).

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;
- C. Thoroughly examined and understand the bid documents, exhibits, plans, specifications, and reports

4. Submission Requirements

Submission packages must be thoughtful, clear and well-organized and include the following components:

- Cover letter expressing interest and obligating lead contractor to fulfill proposal commitments and description of project with specific reference to which site(s) the proposal addresses
- Personnel qualifications and areas of expertise (including sub-consultants)
- Scope of work, schedule and budget (see Exhibit A for example scope of work and)
- References (at least 3), contact information and examples of similar projects
- Project budget, including team member fees (broken down by task, team member and subcontractors)

5. Project Budget and Funding

Funding for designing, planning and implementation of the project is provided by Prop 84. 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: Example Scope of Work
Exhibit B: Cost Proposal Form
Exhibit C: Contract Template
Exhibit D: San Mateo RCD and Funder Insurance Requirements
Exhibit E: Labor Compliance Program
Exhibit F: Certificate of Compliance
Exhibit G: Billing Instructions for Contractors
Exhibit H: Project Location Map and Photos

Additional project specifications and information will be provided at the bid tour, which is mandatory to attend. 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. Proposal and Work Schedule

Date of announcement	7/15/2019
RSVP Bid Tour	7/21/2019
Bid Tour	7/22/2019
Deadline for proposal submissions	8/7/2019 Bids should be sent to: bryanna@sanmateoRCD.org or mailed to:

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	San Mateo RCD Attn: Bryanna Whitney 80 Stone Pine Road, Suite 100 Half Moon Bay, CA 94019
Notification of Award	August 16, 2019
Contract Date	August 23, 2019
Work Commence Date with the following -Contractor shall coordinate commencement with RCD -No work shall begin until authorized by RCD	September 2019
Work Completion Date	October 15, 2019

8. Prevailing Wage Laws

This project is considered a public work or public improvement and is therefore subject to prevailing wages 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

It is expected that 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. The contractor shall not cover up any work prior to these inspections. It is the contractor's responsibility to work with the 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 limited to the protection of all plants, animals, and aquatic life.

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.

Butano Creek Streamflow Improvement Project at Oku Nursery

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. 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 C). Payment policy and instructions for vendors are attached hereto as Exhibit F.

17. Bonds

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 F)

Project Location Map

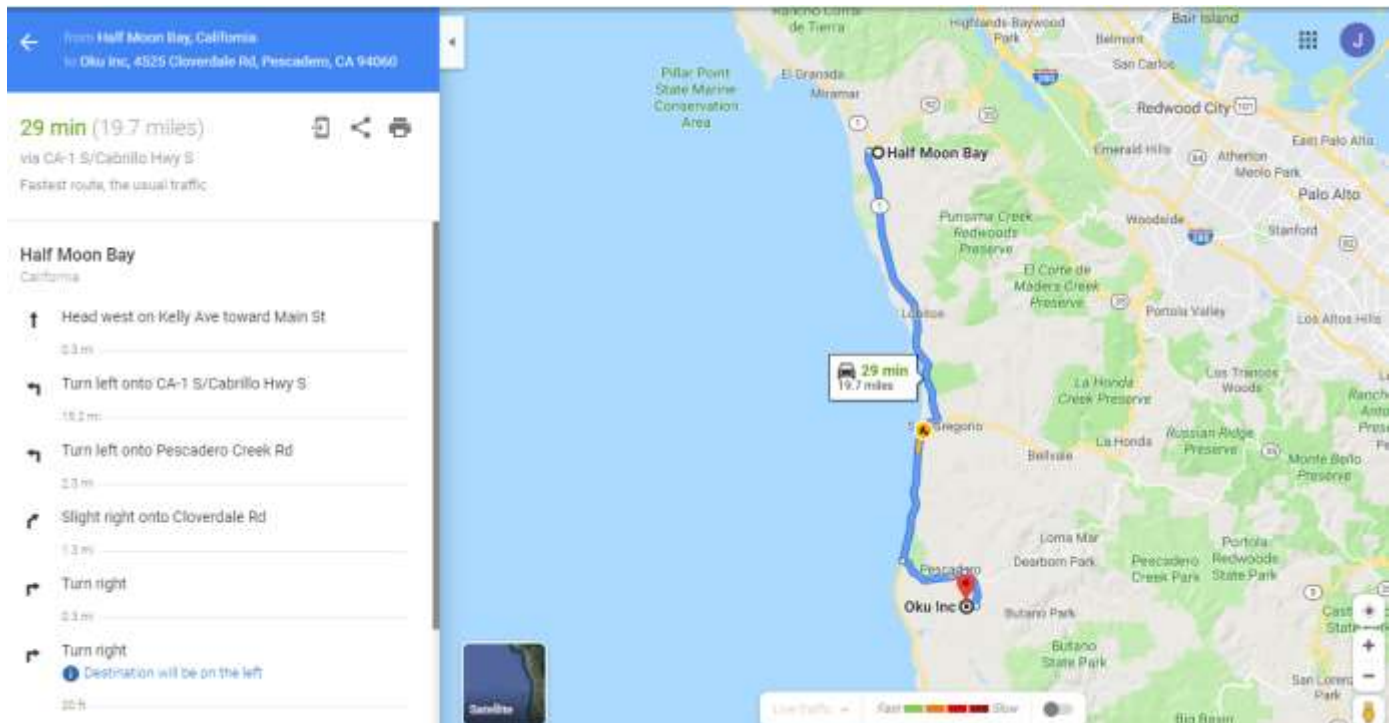


EXHIBIT A

Butano Creek Streamflow Improvement Project at Oku Nursery Example Scope of Work & Budget

TASKS:

Task 1 - Administration

Invoicing schedule and administrative overhead costs

- a) Describe administrative functions
- b) Anticipated site visits and project meetings

Schedule:

Anticipated Start Date:

Anticipated Completion Date:

Deliverables:

Invoices, meeting notes

Task 2- Designs

Prepare and submit designs to RCD for implementation of pond liner:

- a) Coordinate with TBD contractor to ensure grading is done per designs
- b) Materials for liner installation
- c) Methods for liner installation
- d) Limits of disturbance, including disposal sites for material and staging area (if applicable)
- e) Material and labor costs
- f) Construction inspection plan
- g) Type and size of equipment to be used
- h) Estimated construction schedule/timeline

Schedule:

Anticipated Start Date:

Anticipated Completion Date:

Deliverables:

Completed design

Task 2 – Construction

Describe implementation activities.

- a) Provide RCD with all bonding and contractual documents
- b) Provide RCD with insurance
- c) Coordinate with RCD and landowner on implementation activities

Schedule:

Anticipated Start Date:

Anticipated Completion Date:

Deliverables:

Insurance and bond documents

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	Staff Member 1 costs	Staff Member 2 Costs	Materials Costs	Equipment Costs	Task Subtotal
Task # & Description					
Task 1 Admin					
Task 2 Design					
Task 3 Construction					
Total					

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EXHIBIT B
Cost Proposal Form

Butano Creek Streamflow Improvement Project at Oku Nursery

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. 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: _____

Butano Creek Streamflow Improvement Project at Oku Nursery

2. REFERENCES

List projects and contact information for use as reference, or attach reference documentation (please refer to EXHIBIT C: Bid Evaluation Form).

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

SAMPLE CONTRACT

Butano Creek Streamflow Improvement Project at Oku Nursery

SAN MATEO RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH

[CONTRACTOR]

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2019 is by and between the SAN MATEO RESOURCE CONSERVATION DISTRICT, a subdivision of the State of California, hereinafter referred to as "RCD," and [CONTRACTOR], hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, RCD entered into Agreement No.4600010883 with the California Department of Water Resources for the Drought Relief for South Coast San Mateo County program; and

WHEREAS, the [Project Name] is a component of the program; 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, *Drought Relief for South Coast San Mateo County: Scope of Work for [CONTRACTOR]*, hereinafter referred to as "PROJECT", which is incorporated herein by reference. This Agreement is limited both in scope and duration, as herein specified.

- 2. Term of Agreement.** The term of this Agreement shall commence on [DATE] and terminate on [DATE], but shall not become effective until executed by the parties.

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. RCD agrees to pay CONTRACTOR an amount not to exceed [amount in writing], (\$xxxx) for the successful and timely completion of the specified services.
 - 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 disruptions will occur, this Agreement will terminate immediately upon notice of such funding disruption by RCD to CONTRACTOR.
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 in any way and every way or manner on the PROJECT. RCD will immediately transmit to CONTRACTOR any new information which becomes available or any change in plans. CONTRACTOR will likewise bring any new information, issues or concerns to the RCD's attention as soon as practicable.
7. **Assignment.** Without the written consent of RCD, this Agreement is not assignable by CONTRACTOR in whole or in part.
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. If requested by the State, CONTRACTOR may be required to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
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.
10. **Environmental Quality.** CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857 (H), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738, and Title 40 CFR Part 15. CONTRACTOR will comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ L. 94-163). CONTRACTOR will also comply with any special permit conditions prescribed by regulatory agencies for the Project.
 - a. The CONTRACTOR shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of and federal or State of California law relating to air or water pollution.

- b. All activities covered by this contract must be in compliance with the California Environmental Quality Act (CEQA). (Public Resources Code §21000 et seq.)

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, a joint venture relationship.

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

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 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.

In addition, the Contractor shall indemnify and save harmless those public and private agencies ("grantors") which provided grant funds to RCD to complete this project, specifically the *State of California* and *California Department of Water Resources* and grantors' officers, agents and employees from any and all liabilities, claims, demands, damage or costs resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of such agency, its officers, agents or employees. The duty of the Contractor to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

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. CONTRACTOR shall have RCD and funding agencies [*California Department of Water Resources*] named as an additional

insured on its insurance policy, which shall have minimum coverage limits as specified in Exhibit B, as is 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. Neither the RCD, its partners or funders are responsible for any premiums or assessments on these policies.

17. Non-discrimination. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR will comply with the provisions of the Fair Employment and Housing Act (Gov Code 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR will give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

18. Americans with Disabilities Act: By signing this Agreement, CONTRACTOR assures that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

19. Drug-Free Workplace Certification: By signing this Agreement, CONTRACTOR hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355 (a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation ,and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, or subcontractor who works under this Grant Agreement will receive a copy of Grantee's drug-free policy statement, and will abide by terms of the policy.

20. 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: [CONTACT INFORMATION]

21. Rights in Data. CONTRACTOR agrees that all data including notes and other written and graphic work produced in performance of this Agreement are subject to the rights of the State of California. The State shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so.

22. Records. CONTRACTOR is hereby notified of the rights of the auditors of the State of California to examine records of the CONTRACTOR and any subcontractors relative to the services and materials provided under this Agreement. The CONTRACTOR agrees to expeditiously provide throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the RCD or by the State.

23. 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.

24. Compliance with Federal Regulations. As a grantee of the State of California, the RCD is obligated to warrant, represent that it and its contractors comply with: 1) all applicable provisions of Title 48 CFR Part 31; and 2) all general and special conditions contained in this Agreement.

25. Labor Code Compliance: The CONTRACTOR will take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

As a condition of receiving payments for this Project, the CONTRACTOR agrees to present to the RCD, or its designee, all applicable and necessary required documentation required to show compliance with a Labor Compliance Program, as required by the California Labor Code.

The RCD shall withhold any portion of a payment until all required forms and documentation of compliance of the Labor Compliance Program are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 *et seq.*, the RCD may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

26. Standards for Financial Management System: CONTRACTOR shall maintain fiscal control and accounting procedures which are sufficient to:

- a. Permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR Part 31.40 and 31.41) and statutes authorizing the grant to the RCD;
- b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not be used in violation of the restrictions and prohibitions of applicable statutes;
- c. A requirement to this effect shall be placed in all subcontractors related to performance of work under this Agreement.

27. 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. Upon notice from RCD to CONTRACTOR that the funding on which this Agreement is based has been materially disrupted or discontinued.

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

Date: _____ By: _____

CONTRACTOR NAME
CONTRACTOR BUSINESS NAME

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
CERTIFICATE OF COMPLIANCE

Labor Compliance Program

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**. 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.

2. 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 \$300 to the Department of Industrial Relations (DIR). This includes all work covered by prevailing wage such as trucking, surveying, building inspection and so on.

3. 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.

4. 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 \$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.

5. 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 journey person, 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: www.dir.ca.gov

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 for 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.

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.

6. 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.

7. Kickback Prohibited

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

8. 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);

9. 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.);

10. 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);

11. Unfair Competition Prohibited

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

12. 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);

13. OSHA

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

14. 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.

15. 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.

16. Jobsite Interviews

Jobsite interviews are required on a regular basis on this project, CCMI may conduct random jobsite interviews as necessary to meet labor compliance obligations. Please contact Field Representative Christina Sanchez once project has a confirmed start date. Her phone number is (650) 759-9891.

17. 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.

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. (Sample attached in handout).

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 F
Certificate of Compliance

TO: SAN MATEO RESOURCE CONSERVATION DISTRICT

PROJECT: Butano Creek Streamflow Improvement Project at Oku Nursery

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 District.

Format

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

EXHIBIT H

Site Photos and Map

Note: The black liner seen in the photos below is not polyurethane – it is a landscape liner to limit emergent vegetation growth.





