

REQUEST FOR BIDS

Old Haul Road: Dark Gulch Crossing Stabilization Project

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

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San Mateo RCD Board of Directors
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REQUEST FOR BIDS

1. Introduction

The San Mateo Resource Conservation District (RCD), in partnership with San Mateo County Parks Department (Department) welcome contractors to bid on the Old Haul Road Dark Gulch Crossing Stabilization Project (Project) located in Pescadero Creek County Park, in San Mateo County, CA. The project will stabilize a failing crossing on Old Haul Road at Dark Gulch creek which is a tributary to Pescadero Creek. This project will result in safe road access for recreation, administrative and emergency purposes for San Mateo County Parks Department and CalFire. It will also prevent chronic and future soil erosion/sedimentation, and improve habitat conditions and water quality in the Pescadero-Butano Watershed for the benefit of native fish and other riparian species.

The purpose of this request for bids is to select a contractor (Contractor) for the Project to conduct the following implementation activities at the Dark Gulch crossing on Old Haul Road: (1) removal of all unstable fill material; (2) installation of a culvert capable of conveying 100-year flood flows; and (3) reconstruction of crossing embankments with engineered fill; and (4) installation of road drainage improvements along 2 miles of Old Haul Road between Hoffman Bridge and the Dark Gulch crossing.

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

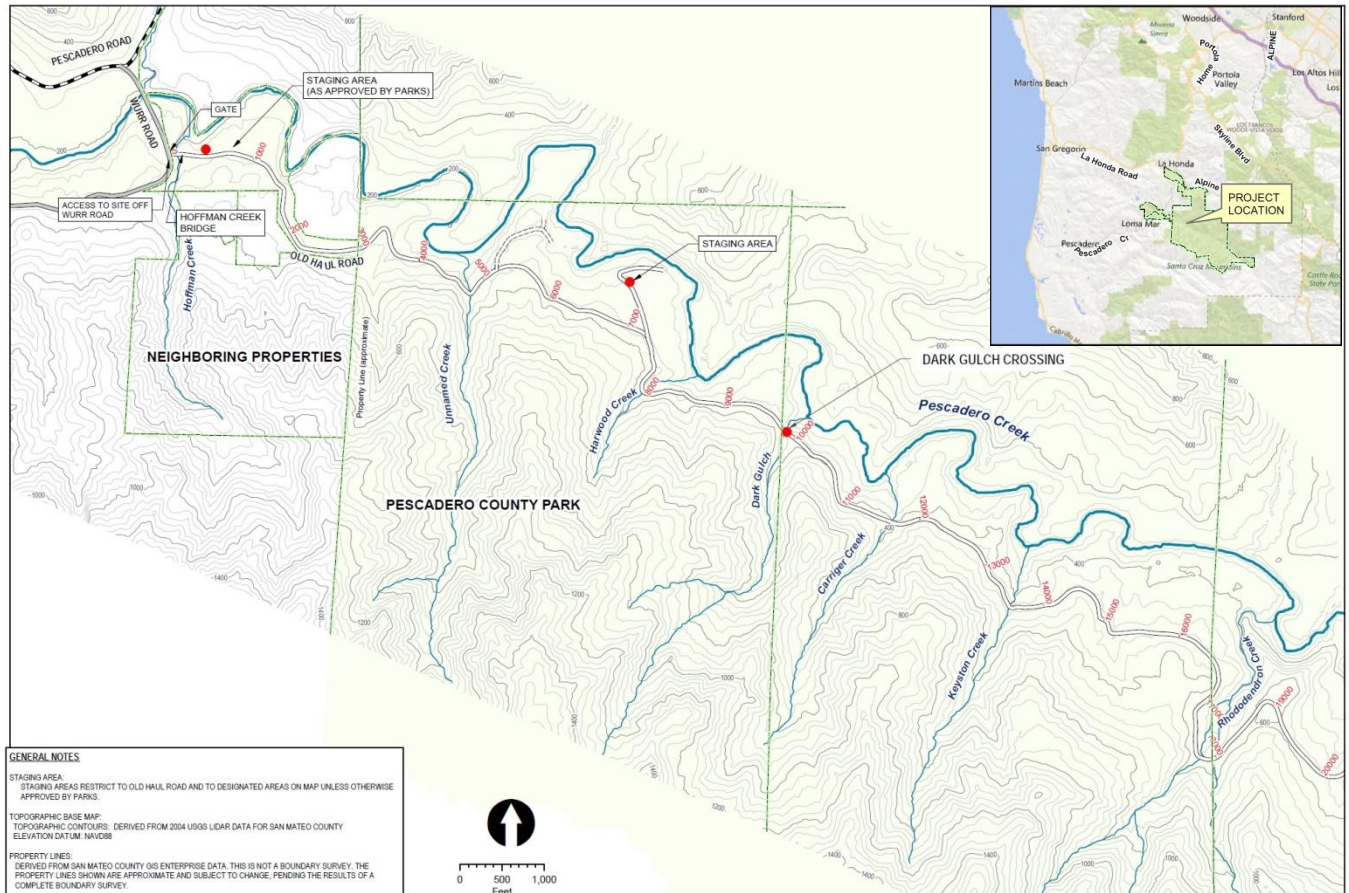
Notice of Funding: Bidders are notified that construction of this project is funded and that RCD will pay the contractor upon receipt of funds from the funder(s). For more information about billing and payments, refer to provisions described in 5 of the attached sample contract (Exhibit C), and Exhibit G: Billing Instructions for Contractors.

2. Location

The project site is located within Pescadero Creek County Park located at 9500 Pescadero Creek Rd, Loma Mar, CA 94021 (see site location map).

Driving directions: From La Honda head west on Highway 84 to Pescadero Creek Road. Make a left (heading south) on Pescadero Creek Road. Travel southwest on Pescadero Creek Road to Wurr

Road, approximately 7 miles and make a left (south). Travel approximately 0.15 miles to Old Haul Rd. and make a left. Travel approximately 2 miles east on Old Haul Road.



3. Plans and Work Sites

The submission of a bid shall constitute certification by the bidder of the following:

- A. The bidder has thoroughly examined and understands the provided information in the Request for Bids and all Exhibits, including close review of the Technical Specifications and the Notes page (C11) of the Plans and Technical Specifications plan sheets (Exhibit A).
- B. The bidder has either: attended the pre-bid tour with RCD and Department staff and the project engineering geologist (Project Engineer) at the project site to familiarize themselves with local conditions that in any manner affect cost, progress, or performance of the work; or reviewed the notes from the pre-bid tour (which will be posted at the RCD website shortly after the tour). The purpose of this pre-bid tour is to allow prospective bidders to ask questions concerning the work and to make sure they understand the scope of work, permit conditions and environmental constraints. Attendance at the pre-bid tour is not mandatory but **is strongly recommended**.
- C. The bidder is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the plans and specifications, and recognizes that: the plans used for the drawings of the work may differ from the actual physical site; dimensions in the plans are approximate, and before proceeding with the work, it will be the Contractor's responsibility

to check the site in relation to the drawings and specifications. Report any discrepancies to the RCD and Department and the Project Engineer.

- D. The bidder has 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.
- E. Hoffman Creek Bridge: The Contractor shall be aware that the site is accessed via the Hoffman Creek Bridge which is a timber glulam bridge. A formal load rating for the bridge does not exist. Structural calculations (2018) indicate the bridge has ample capacity for HS20-44 Caltrans Standard Truck and Lane Loads in effect when the bridge was constructed, based on condition of repair of structural members observed in 2018 and with original 2" design thickness of asphalt wearing surface. The HS20-44 standard truck has three axles: one at 8,000-lb and two at 32,000-lb: total weight 72,000-lb. Included was the recommendation to limit one vehicle on the bridge at one time. The 2018 calculations also included a custom design load, analogous to the HS20-44 standard truck, to approximate an 80,000-lb excavator. With short term allowable stress increase for the timber glulams, the bridge has the capacity to support an 80,000-lb vehicle, provided the vehicle is not parked on the bridge and instead is moved on and off the bridge in a timely manner; and limiting one vehicle on the bridge at one time. In 2018 the bridge was slowly and carefully traversed by a 79,000-lb excavator without observed problems.
- F. The submission of a bid shall be conclusive evidence that the contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of this investigation and the plans and specifications.

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 Funding

Funding for the project is through the San Mateo County Parks Department (75%) and the State Water Resources Control Board through a U.S. EPA Clean Water Act section 319 grant for the 2019 Nonpoint Source Grant Program (25%).

6. Documentation

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

- Exhibit A: Project plans and specifications (Plans and Specifications) and relevant reports
- Exhibit B: Cost Proposal Form
- Exhibit C: Sample Contract
- Exhibit D: Insurance Requirements

- Exhibit E: Certificate of Compliance
- Exhibit F: Best Management Practices for Project
- Exhibit G: Billing Instructions for Contractors

Additional project specifications and information may be provided at the pre-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. Information provided at the pre-bid tour will be posted at the RCD website.

7. Proposal and Work Schedule

Date of announcement	01/17/2020
RSVP Bid Tour	01/27/2020 5pm (PST) – Deadline to RSVP for pre-bid tour.
Pre-Bid Tour	01/29/2020 – 1-4pm. Attendance at the pre-bid tour is not mandatory, but is strongly recommended.
Questions/Inquiries Accepted	02/13/2020 Must be received by 5pm (PST) via email to Sara Polgar at sara@sanmateorcd.org
Deadline for proposal submissions	02/20/2020 Must be received by 5pm (PST) Bids should be sent via email to Sara Polgar at sara@sanmateorcd.org . Include “Dark Gulch Bid” in the subject line. Note that the file size limit is 10MB. (Multiple emails are acceptable if necessary) If unable to submit via email, a hard copy of the bid should be mailed to or dropped off to the following address. (Note that the RCD must receive it by the deadline for submissions.): San Mateo County RCD Attn: Sara Polgar 80 Stone Pine Road, Suite 100 Half Moon Bay, CA 94019
Notification of Selection	02/27/2020
Contract Date	03/21/2020
Mobilization and Construction Work Start 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 -Mobilization work limited to the following daily timeframe: starting 2 hours after	05/01/2020-06/15/2020 (Exact start date depends on conditions)

sunrise and ending 2 hours before sunset. -Construction limited to starting at least 30 minutes after sunrise and no earlier than 7am; and finishing at least 30 minutes before sunset every day.	
Work Completion Date	TBD (Estimated 10/15/2020)

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

The RCD is responsible for obtaining all necessary permits. The following have been completed or obtained for the Project: CEQA (Categorical Exemption); 401 Water Quality Certification (Regional Water Quality Control Board); Section 1602 Lake and Streambed Alteration Agreement (CA Department of Fish and Wildlife); County Grading Exemption (RCD). The Nationwide Permit #14 (Army Corps of Engineers) is expected by end of January 2020. 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 Project Manager and Project Engineer 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. Refer to Exhibit F: Best Management Practices for the Project.

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 for completed work in accordance with the provisions described in 5 of the attached sample contract (Exhibit C). Payment policy and instructions for vendors are attached hereto as Exhibit G: Billing Instructions for Contractors.

17. Bonds

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

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

- Material and Labor Payment Bond
- Performance Bond
- Certificate of Compliance (Exhibit E)

EXHIBIT A
Project Plans and Specifications and Reports
Old Haul Road: Dark Gulch Crossing Stabilization Project

See separate attachments:

1. Plans and Specifications:
 - a. DARK GULCH CROSSING STABILIZATION PROJECT (dated January 8, 2020)
 - b. TECHNICAL SPECIFICATIONS for DARK GULCH CROSSING STABILIZATION PROJECT (dated January 16, 2020)
2. Report: ENGINEERING GEOLOGIC AND GEOTECHNICAL INVESTIGATION: DARK GULCH CROSSING STABILIZATION PROJECT

EXHIBIT B
Cost Proposal Form

Old Haul Road: Dark Gulch Crossing Stabilization Project

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

LS = lump sum, CY = cubic yard, SQ YD = square yard, LF = linear foot

ITEM	DESCRIPTION	Est. Qty*	Units	Unit Price	Extended amount
	<u>DARK GULCH IMPROVEMENTS</u>				
1	Mobilization	1	LS		
3	Clearing and grubbing				
3A	Clearing and Grubbing (1.2 acres)	1	LS		
3B	Clearing Only (1.1 acres)	1	LS		
4	Dewatering	1	LS		
5	Earth work				
5A	Excavation	42,000	CY		
5B	Engineer Fill	29,000	CY		
6	Culvert				
6A	66 Inch Diam Polymer Coated Steel Pipe (CSP)	240	LF		
6B	Concrete cutoff wall (per drawings)	1	LS		
7	Rock Energy Dissipater and Downstream Headwall				
7A	RSP IX (2 Ton)	75	CY		
7B	RSP VII – VIII (1/2 to 1 Ton)	125	CY		
7C	RSP III (12 inch)	150	CY		
8	Upstream Headwall				
8A	RSP V– VII mixed (1/4 TO 1/2 Ton)	40	CY		
9	Erosion Control				
9A	Seed** and Mulch	6,550	SQ YD		
9B	Erosion Control Blanket	3,500	SQ YD		
9C	Fiber Rolls	4,680	LF		
SUBTOTAL					

OLD HAUL ROAD IMPROVEMENTS					
10	Reverse Grade Dip (Clean, reconstruct, new)	27	EACH		
11	Knick (Clean, reconstruct)	2	EACH		
12	Knockout (Clean, new)	14	EACH		
13	Waterbar	3	EACH		
14	Ditch Relief Culvert (Clean)	4	EACH		
15	Ditch Relief Culvert (New, remove & replace) 2 @ 18"x20' 3 @ 18"x30' 2 @ 18"x40' 1 @ 18"x60'	270	LF		
16	Slope drain 1 @ 18" X 20'	20	LF		
17	Inboard Ditch (Clean, new)	2215	LF		
18	Rock Aggregate	644	TON		
SUBTOTAL					
TOTAL					

*** Note: Quantities will be measured and paid as specified in the Technical Specifications. The RCD reserves the right to modify quantities as site conditions dictate.**

** All seed mixes must be approved by the San Mateo County Parks Department, Natural Resource Management team. Seed mix will consist of seed that is fresh, clean, and mixed by an approved method. All seeds will be in conformance with the CA State Seed law of the Department of Agriculture. Each seed bag will be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer's guarantee and testing dates. In addition, the container will be labeled to clearly reflect the amount of Pure Live Seed (PLS) contained. Prior to seeding at the request of the San Mateo County Parks Department representative, the Contractor will provide a letter of certification, original Association of Official Seed Analysts (AOSA) certified seed test results, and calculations of PLS content. The San Mateo County Parks Department representative may at the time of delivery examine the seed and sample the seed using methods recognized by the AOSA.

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. Experience with similar projects and knowledge of and experience with central and/or north coastal California environmental constraints (soils, topography, hydrology etc.) will be considered in the evaluation of bids.

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

SAN MATEO RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
CONTRACTOR

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2020 is by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as "RCD," and **CONTRACTOR**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, **XXXX**; and

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

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

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

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

1. Scope of Services

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

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

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

4. Compensation.

- a. In consideration of the services provided by CONTRACTOR in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay CONTRACTOR an amount not to exceed AMOUNT AS TEXT, (\$xx.xx) for the successful and timely completion of the specified services. In no event shall RCD's total fiscal obligation under this Agreement exceed (AMOUNT AS TEXT (\$xx.xx)). In the event that RCD makes any advance payments, CONTRACTOR agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.
- b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to CONTRACTOR as soon as is reasonably possible after RCD learns of said unavailability of outside funding.

5. Billing and Payment Procedure. CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 15 days of payment to the RCD by the project funder.

6. Cooperation. RCD and CONTRACTOR agree to cooperate to the greatest extent possible to complete the PROJECT. CONTRACTOR will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as practicable.

7. Assignment. This Agreement is not assignable by CONTRACTOR in whole or in part without the authorized written consent of RCD,

8. Conflict of Interest. The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.

9. Applicable Laws. All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state, local and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by CONTRACTOR, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.

- 10. Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. CONTRACTOR, and any subcontractor working under CONTRACTOR, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.
- 11. No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
- 12. Independent Contractor Status.** The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, and neither CONTRACTOR nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.
- 13. Standard of Professionalism.** CONTRACTOR shall conduct all work under this Agreement consistent with professional standards for the industry and type of work being performed hereunder.
- 14. Ownership of Materials.** Except as otherwise expressly stated in Exhibit A, all materials and work products, including data collected for the Work produced as a result of this Agreement are the property of the RCD. Any final products distributed or produced will acknowledge the CONTRACTOR, RCD, and other Funding Agencies as reasonably requested by the RCD. The RCD shall be entitled to use and publish the work product and deliverables under this Agreement.
- 15. Indemnification.** To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend, at CONTRACTOR's expense and with counsel acceptable to RCD, indemnify, and save and hold harmless RCD, Funding Agencies, and all of their officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever arising out of the performance or nonperformance of the CONTRACTOR's work, including without limitation, all expenses of litigation and/or arbitration, court costs, and attorneys' fees, arising on account of or in connection with injuries to or the death of any person whomsoever, or any and all damages to property, regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the work performed by or for the CONTRACTOR under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the CONTRACTOR or any of its employees, agents, representatives and or suppliers.

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

17. Nondiscrimination and Other Requirements

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

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

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

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

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

To RCD:

Kellyx Nelson, Executive Director

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

To CONTRACTOR: _____
Name, Title
Contractor
Address

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

20. 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 RCD learns of said unavailability of funding.

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

Date: _____ By: _____
Name, Title
Address

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

Exhibits: A: Scope of Services, B: Insurance.

EXHIBIT D
Insurance Requirements for 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

TO: SAN MATEO COUNTY 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 F
Best Management Practices

The project design and the construction approach for the Old Haul Road: Dark Gulch Stabilization Crossing Stabilization Project follow the CA Department of Fish and Game guidelines in the California Salmonid Stream Habitat Restoration Manual (Flosi et al 2010). General best management practices (BMPs) to be implemented by the Contractor are identified in the following table to reduce construction-related effects on vegetation and sensitive natural communities, water quality, fish and wildlife. These BMPs are derived in part from Flosi et al (2010) and protection and minimization measures described in the NMFS Programmatic Biological Opinion for fish restoration projects and from the San Mateo County Parks Department’s BMPs for brush management on trails. Note that the BMPs are reflected into the project technical specifications (Exhibit A), and that additional project-specific BMPs (not in the following table) to be implemented by the Contractor may be required in local, state and federal permits for the project.

General Best Management Practices for the Project

No.	Name	Measure
1	Erosion Control	<ul style="list-style-type: none"> ▪ Traffic speeds on unpaved roads will be limited to 10 mph. ▪ Erosion control measures, such as installation of silt fences downstream of construction areas, will be implemented as necessary to ensure that sediment or other contaminants do not reach surface water bodies. ▪ No erosion control materials that have natural or plastic monofilament type netting will be used during construction. All materials will be approved by USFWS, CDFW, and a qualified biologist prior to use.
2	Staging and Stockpiling of Materials	<ul style="list-style-type: none"> ▪ All construction equipment that may leak petroleum products fuels, lubricants, or other hazardous materials will be staged in upland areas, away from sensitive natural communities or habitats. ▪ All construction-related items, including equipment, stockpiled material, temporary erosion control treatments, and trash will be removed within 72 hours of project completion. All residual soils and/or materials will be cleared from the project site or placed in designated locations that have been cleared by biologists. ▪ Building materials and other construction-related materials, including chemicals, will not be stockpiled or stored where they could spill into water bodies or storm drains, or where they could cover aquatic or riparian vegetation.
3	Equipment and Vehicle Maintenance and Cleaning	<ul style="list-style-type: none"> ▪ Vehicle and equipment maintenance activities will be conducted in a designated area to prevent inadvertent fluid spills. This area will be clearly designated with berms, sandbags, or other barriers. ▪ Secondary containment, such as a drain pan or drop cloth, to catch spills or leaks will be used when removing or changing fluids. Fluids will be stored in appropriate containers with covers, and properly recycled or disposed of off-site. ▪ Cracked batteries will be stored in a non-leaking secondary container and removed from the site. ▪ Spill cleanup materials will be stockpiled where they are readily accessible. ▪ Vehicles and equipment will not be washed on-site.

No.	Name	Measure
4	On-Site Hazardous Materials Management	<ul style="list-style-type: none"> ▪ The products used and/or expected to be used and the end products that are produced and/or expected to be produced after their use will be inventoried. ▪ As appropriate, containers will be properly labeled with a “Hazardous Waste” label and hazardous waste will be properly recycled or disposed of off-site. ▪ Contact of chemicals with precipitation will be minimized by storing chemicals in watertight containers or in a storage shed (completely enclosed), with appropriate secondary containment to prevent any spillage or leakage. ▪ Petroleum products, chemicals, cement, fuels, lubricants, and non-storm drainage water or water contaminated with the aforementioned materials shall not be allowed to enter receiving waters or the storm drainage system. ▪ Sanitation facilities (e.g., portable toilets) will be surrounded by a berm, and a direct connection to the storm drainage system or receiving water will be avoided. ▪ Sanitation facilities will be regularly cleaned and/or replaced, and inspected regularly for leaks and spills. ▪ Waste disposal containers will be covered when they are not in use, and a direct connection to the storm drainage system or receiving water will be avoided. ▪ All trash that is brought to a project site during construction activities (e.g., plastic water bottles, plastic lunch bags, food waste) will be removed from the site daily.
5	Fire Prevention	<ul style="list-style-type: none"> ▪ All earthmoving and portable equipment with internal combustion engines will be equipped with spark arrestors. ▪ During the high fire danger period (April 1–December 1), work crews will have appropriate fire suppression equipment available at the work site and as required by California Department of forestry and Fire Protection (CALFIRE). ▪ On days when the fire danger is high, flammable materials will be kept at least 10 feet away from any equipment that could produce a spark, fire, or flame. ▪ On days when the fire danger is high, portable tools powered by gasoline-fueled internal combustion engines will not be used within 25 feet of any flammable materials unless at least one round-point shovel or fire extinguisher is within immediate reach of the work crew (no more 25 feet away from the work area).
6	Reduce Spread of Invasive Species	<ul style="list-style-type: none"> ▪ To prevent the spread of invasive species, all equipment should be washed prior to entering the project site, with special attention on cleaning the undercarriage and wheels of the vehicles. In the event that high- or medium-priority noxious weeds are disturbed or removed during construction or construction-related activities, the contractor should contain the plant material associated with these noxious weeds and dispose of it in a manner that will not promote the spread of the species. Areas where noxious weeds are disturbed or removed should be immediately replanted seed mixture approved by the San Mateo County Parks Department, Natural Resource Management team. If seeding is not possible the area should be covered with heavy black plastic solarization material until the end of the project.

Flosi, G., Downie, S., Hopelain, J., Bird, M., Coey, R., Collins, B. 2010. California Salmonid Stream Habitat Restoration Manual. Fourth Edition. State of California, The Resources Agency, California Department of Fish and Game, Wildlife and Fisheries Division.

EXHIBIT G
Billing Instructions for Contractors

Process and timing

Upon receipt, invoices will be reviewed by the San Mateo Resource Conservation District (RCD) project manager for completeness and accuracy before submittal to the project funder (San Mateo County Parks Department). If additional information or corrections are needed, the project manager will request a revised invoice from the Contractor to submit to the project funder. RCD will mail payment to the Contractor within 15 days of receipt of payment by the RCD from the project funder. RCD will bill the project funder monthly and will work with the funder to expedite payments.

Format

In order to be paid promptly, invoices must be itemized and include the following elements:

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 by task of equipment and labor rates, hours and dates worked, materials, subcontractors and other costs.

Please submit your invoice electronically to:

Sara Polgar, Project Manager

sara@sanmateoRCD.org,

Subject: Dark Gulch Invoice (#)