

REQUEST FOR BIDS

Huddart and Wunderlich Forest Health and Fuel Reduction Projects

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

Distributed
04/01/21

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EXHIBIT A: Project Plans and Specifications

EXHIBIT B: Cost Proposal

EXHIBIT C: Desired Qualifications

EXHIBIT D: Sample Contract

EXHIBIT E: San Mateo RCD Insurance Requirements

EXHIBIT F: Prevailing Wage Requirements

EXHIBIT G: Certificate of Compliance

EXHIBIT H: Billing Instructions for Contractors

Published by the authority of:

San Mateo RCD Board of Directors
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019
(650) 712-7765

Bid Completion Checklist
[Huddart and Wunderlich Forest Health and Fuel Reduction Projects]

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

- Signed and completed copy of all sections of Exhibit B
 - Bid Schedule
 - Subcontractors
 - References
 - Certification

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

REQUEST FOR BIDS
[Huddart and Wunderlich Forest Health and Fuel Reduction Projects]

1. Introduction

San Mateo Resource Conservation District, in collaboration with CAL FIRE and San Mateo County Parks has developed high priority fuel reduction treatment projects on county lands in the northern Santa Cruz Mountains for forest health purposes. This project encompasses 184.5 acres at Wunderlich County Park and 217.7 acres at Huddart County Park. Activities primarily include mechanical thinning of vegetation up to 8" in diameter and pest management (Sudden Oak Death), which will further forest health, fuel reduction, and carbon sequestration goals. Co-benefits of fuel reduction activities in these priority landscapes will:

- 1) improve forest health conditions and increase forest carbon storage;
- 2) reduce wildfire risk to adjacent communities, including areas of low-income populations;
- 3) regionally address wildfire fuel reduction by strategically placing project sites across the Santa Cruz Mountains, in coordination with a similar project proposed by the Resource Conservation District of Santa Cruz County;
- 4) reduce wildfire risks and provide conservation benefits to ecosystem services that support water supply, storm flow conveyance, and habitat for critically endangered species such as Coho salmon;
- 5) treat pest damaged areas that will increase the pace of reforestation; and
- 6) establish conditions for prescribed burns to be carried out subsequent to this project.

The San Mateo Resource Conservation District (RCD) seeks qualified contractors (Contractor) to implement a 402.1 acre forest health and fuel reduction project on San Mateo County Parks lands at Huddart and Wunderlich county parks.

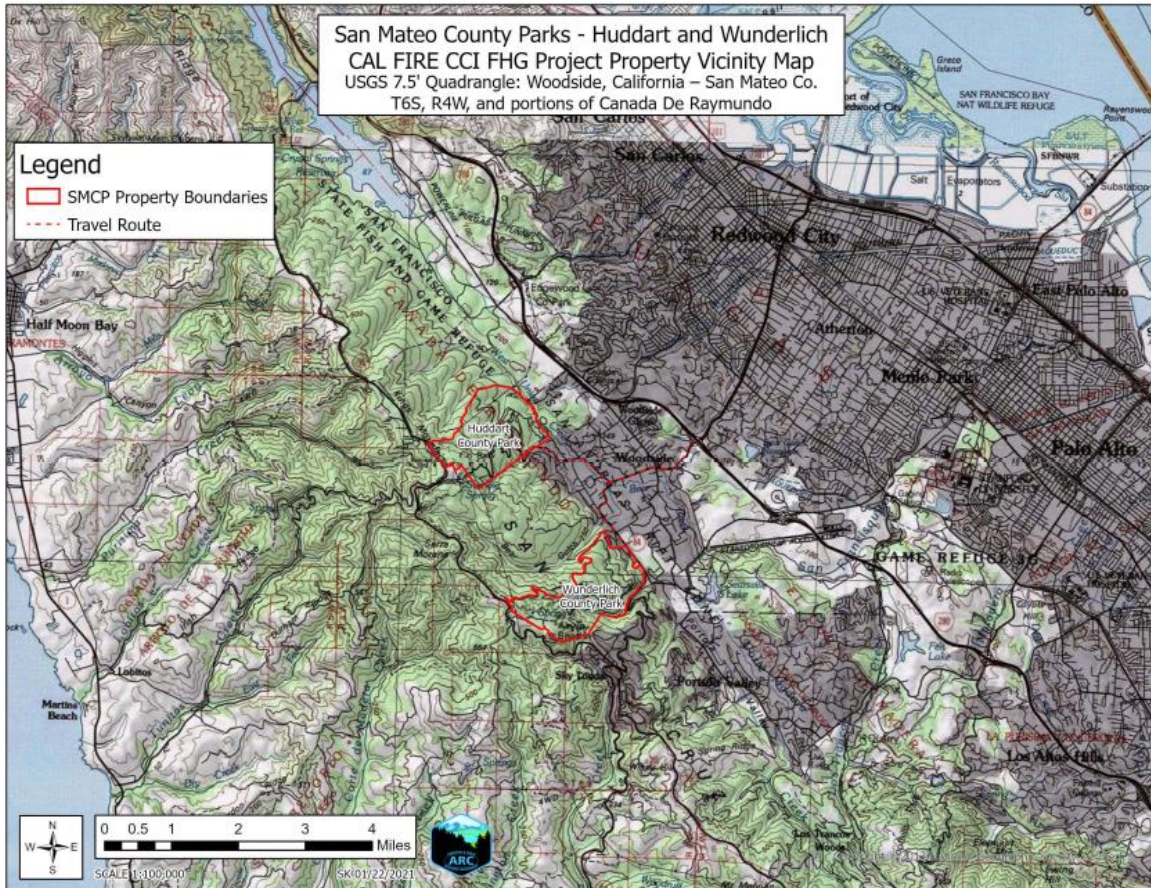
Mechanical mastication will be utilized to remove understory vegetation, dead or downed material, remove hazard trees, dead, dying, and diseased trees (see Exhibit A for diameter limitations), and live trees up to 8 inches diameter at breast height (DBH). All debris and materials left by the masticator will be lopped and scattered throughout the treatment area. The manual treatment crew may utilize chainsaws and/or other various hand mechanized or hand tools to prune trees and woody vegetation, buck downed debris and materials, and to remove dead, dying, and diseased trees <12 inches DBH, and live trees up to 8 inches DBH. Herbicide application may be utilized to eliminate the spread and re-sprouting of invasive species in the treatment areas predominately along roads and trails. The treatment activities will reduce potential ignition sources, improve the forest's health and vigor, and promote a more resilient fuel break (see Initial and Maintenance Treatment Descriptions).

Contracting Entity: The RCD is the contracting entity and project manager on behalf of the landowner, San Mateo County Parks. 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 Grant Funding: Bidders are notified that this project is a grant-funded project through the California Department of Forestry and Fire Protection's (CAL FIRE) California Climate Investments (CCI) Forest Health Grant Program. The RCD may not pay the contractor until grant funds are received from the funding agencies, which is normally between [60 and 120 days] from the approved pay request.

2. Location

Huddart and Wunderlich County Parks are located to the west of Woodside and south of the Crystal Springs Reservoir in San Mateo County (see map below).



3. Plans and Work Sites

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

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

Huddart and Wunderlich Forest Health and Fuel Reduction Projects, are a part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero- emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov

The Registered Professional Forester’s (RPF) cost estimate for the project is between \$1,200,000-1,400,000.

6. Documentation

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

- EXHIBIT A: Project Plans and Specifications
- EXHIBIT B: Cost Proposal
- EXHIBIT C: Desired Qualifications
- EXHIBIT D: Sample Contract
- EXHIBIT E: San Mateo RCD Insurance Requirements
- EXHIBIT F: Prevailing Wage Requirements
- EXHIBIT G: Certificate of Compliance
- EXHIBIT H: Billing Instructions for Contractors

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

7. Proposal and Work Schedule – to begin work on July 1st, 2021

RSVP Bid Tour (due to parking and COVID-19 restrictions, RSVPs are required)	4/14/2021 (RSVP to david@sanmateoRCD.org)
Bid Tour (mandatory for all bidders)	4/20/2021 at 10:00 am. All contractors will meet at the Sequoia Group Camp at Huddart County Park. Additional information will be provided upon RSVP.
Questions/Inquiries Accepted	4/21/2021-5/6/2021
Deadline for proposal submissions	5/10/2021 at 5:00 pm (hard copy received or via digital timestamp). Late proposal submissions will not be considered.

	<p>Bids may be submitted digitally (preferred) to david@sanmateoRCD.org or by hardcopy to:</p> <p>San Mateo RCD Attn: David Cowman 80 Stone Pine Road, Suite 100 Half Moon Bay, CA 94019</p> <p>*Please include "FHFR Bid Submission" in the subject line of your email. Bid submissions will not be opened until the bid opening date. Inquiries should be sent with the subject line "FHFR Bid Inquiry". The RCD will do its best to provide reasonable accommodations for all bidders.</p>
Public Opening of the Bids	<p>5/11/2021 at 3:00 pm on Zoom. See the link below:</p> <p>Join Zoom Meeting:</p> <p>https://us02web.zoom.us/j/87932519251?pwd=d01RK2lza1cwb0htQ3gxNFV3RHNVUT09</p> <p>Meeting ID: 879 3251 9251</p> <p>Passcode: 414455</p> <p>One tap mobile</p> <p>+16699006833,,87932519251#,,,,*414455# US (San Jose)</p> <p>*Email david@sanmateoRCD.org for additional Zoom information</p>
Notification of Award	5/21/2021
Contract Date	6/1/2021
Estimated 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	7/1/2021
Work Completion Date	10/31/2022

8. Prevailing Wage Laws

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

9. Registration Pursuant to Labor Code Section 1725.5

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

10. Permits

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

11. Inspections

All work performed on this project shall be subject to regular inspections. The Contractor shall not cover up any work prior to these inspections. It is the Contractor's responsibility to contact 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 for the Contractor and any subcontractors.

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 Desired Qualifications (Exhibit C) lists the qualifications that will be used to inform all bid proposals. The RCD may choose the most cost effective proposal that also meets all criteria put forth in this Request for Bids. RCD has the right to reject any and all proposals and add alternates if bids do not satisfy the requirements for a complete bid submission.

16. Contract and Payment

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

17. Bonds

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

of the contract price and a payment bond in favor of the RCD in the amount of fifty percent (50%) of the contract price.

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

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

EXHIBIT A
Project Plans and Specifications
Huddart and Wunderlich Forest Health and Fuel Reduction Projects

Project Plans and Operational Specifications

Project Background

In 2019, San Mateo Resource Conservation District applied for a **California Climate Investments – CAL FIRE Forest Health Grant** that was awarded in March of 2020. The program intent of CAL FIRE Forest Health Grants is to fund active restoration and reforestation activities aimed at providing more resilient and sustained forests to ensure their longevity in California while also mitigating climate change, protecting communities from fire risk, strengthening rural economies, and improving California’s water & air (<https://www.fire.ca.gov/grants/forest-health-grants/>).

San Mateo Resource Conservation District’s (RCD) Forest Health and Fire Resiliency program shares similar goals in forest and ecosystem health by considering natural systems resilience in the face of climate change with goals aimed at improving forest health and minimizing fuel loads across larger landscapes (<http://www.sanmateorcd.org/project/forest-and-fire/>).

SMRCD collaborated with **San Mateo County Park’s** (SMCP) Natural Resource Management team who seek to balance conservation with public enjoyment of their lands in order to preserve them for generations to come. Their practices consider managing the land, water, soil, plant and animal resources within the park system using ecological principles and techniques to achieve healthy and diverse ecosystems (<https://parks.smcgov.org/natural-resource-management>).

The collaborative outcome has been the development of a forest health fuel reduction project at Huddart and Wunderlich, San Mateo County Parks, that ties three missions together to execute a project encompassing 402.1 acres of vegetative treatments to enhance and restore a forest system challenged by lack of fire and, changing climates that has many homes in close proximity to park borders.

This project supports the intent of the Forest Health Program and California's climate goals by: 1) Proactively restoring forest health, improving ecosystem resiliency and conserving working forests by conducting targeted fuel reduction; 2) Protecting upper watersheds where the state's water supply originates by strategically placing our projects throughout the watershed; 3) Promoting the long-term storage of carbon in forest trees and soils through the reduction of dense understory vegetation thus promoting larger healthier stands of mature trees and; 4) Minimizing the loss of forest carbon from large, intense wildfires, through reduction of ladder fuels and brush as well as through placement of fuel breaks along ridge tops to reduce the intensity of wildfires.

Tactically, these areas have also been identified by CAL FIRE where landscape level vegetative treatments will reduce wildfire risk and increase opportunities to manage wildfire. Treatments will be placed, west to east, from Highway 35 from the ridgetop of the Santa Cruz Mountains in a swath of treatments altering the structure of predominantly understory trees and understory vegetation to approximately the valley floor of Woodside, California through both parks. The additional intent of this project is to change the fire behavior that historically has occurred along the Santa Cruz Mountains in a parallel manner, north to south, with respect to prevailing wind flows.

Project Location:

The project treatment area encompasses a total of 402.1 acres on San Mateo County Park lands, specifically Huddart County Park is 217.6 acres and Wunderlich County Park is 184.5 acres. The project properties are located to the west of Woodside, California and south of the Crystal Springs Reservoir in San Mateo County, see Project Operations Maps in Exhibit (maps not to scale).

Project Site:

Huddart and Wunderlich County Parks are recreational properties owned by San Mateo County containing hiking and equestrian trails and scenic picnic areas utilized by the public including the Kings Mountain Archery Range at the top of Huddart. Proposed treatment areas are located within the park boundaries off roads and trails; however, some trail closures will be required for public safety that will be managed by San Mateo County Parks.

Project Treatments:

Treatments will be mechanical, using masticators on slopes predominantly less than 40% and averaging ~30%. Work will be done in an environmentally sensitive manner honoring the significance of archeological and biological sensitive resources, selectively thinning dense tree cover or stands, and diseased tree populations. Treatment prescriptions will focus on improving the health and resiliency of forests by reducing the fire danger through cleanup of dense undergrowth. Live and dead vegetative fuels will be treated to decrease the continuity of vegetation, decrease flammability, and accelerate decomposition of treated material.

Operational Specifications:

The following specifications will act as the requirements for the Contractor to operate safely and efficiently while protecting and conserving sensitive resources and protecting the beneficial uses that San Mateo County Parks provides to the public.

General Specifications

1. A pre-designated Contractor foreman will be required to be on site at all times while the crew is working. The foreman must be able to address concerns from San Mateo County Parks, San Mateo Resource Conservation District, their supervised designee, park users, or adjacent landowners.
2. Operations may occur from 7:00 a.m. to 6:00 p.m., Monday through Friday and not on legally designated holidays.
3. Operations are generally expected to occur from May 1st – October 15th with 2021 operations expected to begin in July. Operations may also occur from October 15th – May 1st with approval from San Mateo County Parks; if saturated soil conditions do not exist; if operations from appurtenant roads and staging areas can be conducted from a stable operating surface, and if additional requirements under **Operations from October 15th – May 1st, Watercourse Protections, Waterbreaks, and Wildlife Protection Avoidance Measures** can be adhered to.
4. The Contractor will ensure that a toilet and garbage disposal facilities are available for crews and are used in staging areas identified for operations.

5. Contractor is responsible for assessing treatment areas to determine where traffic control may be needed. Masticated or treated material of any kind should not make contact with any public road. If any masticated material contacts public roads it should be cleaned up immediately.
6. The Contractor will be responsible for preserving survey markers and will replace damaged markers at their own expense using surveyors acceptable to the landowner.
 - a. The Contractor will also be responsible for any damage to park infrastructure or private property and will replace or repair these items at their own expense through means acceptable to San Mateo County Parks or the landowner.
7. Any appurtenant seasonal roads and staging areas shall be filmed ahead of active operations by San Mateo County Parks staff or San Mateo Resource Conservation District Staff and the Contractor shall be responsible for returning the roads and staging areas to an “as good or better” condition following operations.
8. Contractor shall be responsible for maintaining a spill kit containing the following items:
 - a. Protective clothing or personal protective equipment to protect body parts most likely to be exposed to spilled hazardous substances.
 - b. Tools that clean up a spill consisting of highly absorbent towels, pads and at least 6, 3-inch x 10-foot-long spill absorbent socks.
9. Prior to beginning operations, San Mateo County Parks, San Mateo Resource Conservation District, and their supervised designee will conduct a pre-operational meeting to discuss project implementation, special protection measures and any potential operational constraints regarding the conduct of this contract that may impact project completion; including, but not limited to, planned start date, special protection measures, operational constraints, operating schedule, and order of project completion.
10. San Mateo County Parks, San Mateo Resource Conservation District, and their supervised designee shall flag 2-3 example treatment mark areas for Contractor review at the pre-operational meeting.
11. Contractors and all heavy equipment operators are required to utilize *Avenza* software on phones or tablets capable of viewing PDF georeferenced operations maps provided by San Mateo County Parks and San Mateo Resource Conservation District to identify the Contractors location, stay within project treatment areas or appurtenant infrastructure approved for operational use, and avoid sensitive resource areas.
 - a. At the end of each day Contractors will export a shapefile from *Avenza* showing the completion of treated areas (requires a \$130.00 a year subscription to *Avenza*). San Mateo County Parks, or San Mateo Resource Conservation District, or their supervised designee will field verify the completion of these areas indicated by Contractor’s exported shapefiles.
 - b. Training will also be provided to the Contractor on how to use *Avenza* software and export shapefiles.

12. Contractor shall prepare and keep record of a daily checklist made available at the request of San Mateo County Parks, San Mateo Resource Conservation District, or their supervised designee that checks the following for daily operations:
 - a. Inspections around the equipment and staging area for any wildlife that may have decided to occupy the area.
 - b. Inspections for any equipment leaks.
 - c. Ensure all water tanks for fire suppression are full.
 - d. Confirm that nesting and bat roosts surveys are completed for the treatment areas proposed for operations that day if operating from February 1st to August 31st.
 - e. Record wind speed and relative humidity measurements at the beginning of operations, 12:00 p.m. and at the conclusion of operations each day.

Tree Treatments

1. Trees ≤ 8 inches Diameter at Breast Height (DBH) shall be removed (i.e. cut and masticated leaving the root system intact), if under an overstory canopy focusing on the removal of tanoak and overstocked redwood areas. All live larger diameter trees remain.
 - a. Contractor shall not remove any buckeye, olive trees, sycamores, big leaf maple, or red alder.
2. Trees ≤ 8 inches DBH that do not have an overstory canopy shall be spaced leaving approximately 15-20 feet between tree crowns.
 - a. Consideration shall be given to maintaining a diversity of tree species in these areas where feasible.
3. Damage to residual trees shall be minimized to the greatest extent feasible.
4. Remove (i.e. cut and masticated leaving the root system intact). any standing dead trees ≤ 12 inches DBH.
5. All dead and downed trees < 12 inches in diameter will be delimbed/chipped through mastication or an otherwise agreed upon method with the remaining trunks left in place unless several trees have created a piled concentration. In this case, the remaining tree trunks will be separated by at least 10 feet from any other logs and left on site.
 - a. Dead trees > 12 inches diameter may be masticated for access around treatment areas but, should remain in place where feasible unless they create a significant fire hazard and shall be separated by at least 10 feet from any other logs and left on site.
 - b. Contractor shall consider maintaining an appropriate number of snags and downed woody debris within the treatment areas. Target snags should be $\sim 1-2$ per acre and similar for downed woody debris > 12 inches in diameter.
6. A tree of any size considered a hazard and direct threat to personal safety or infrastructure may be removed (i.e. cut and masticated leaving the root system intact).
7. San Mateo County Parks, or San Mateo Resource Conservation District, or their supervised designee reserve the right to reasonably adjust tree treatments in areas where additional sensitive resources are identified and may adjust the treatment prescription as needed.

Tree Pruning Treatments

1. Conifer trees >8 inches DBH will be pruned (live and dead limbs) up to a minimum height of 8 feet, except next to park infrastructure and road surfaces, including within 30 feet of Highway 35, Kings Mountain Road, and Bear Gulch Road, where the minimum pruning height is 12 feet. No pruning will be done to a height greater than 50% of total tree height. Hardwoods shall not be pruned.
2. Conifer limbs may be pruned with a masticator, but pruned ends shall have a smooth appearance with no frayed material visible especially in areas frequented by the public. Note: This may require follow-up handwork.
3. In areas where damage to secondary lateral hardwood limbs is expected due to mechanical mastication, hardwoods shall be pruned by hand to facilitate access for mastication equipment and minimize damage to hardwoods species. It is expected that the amount of hand will be minimal and focused on a few key areas occupied by larger coast live oaks that will need hand pruning treatment to reduce the spread of infection to the remaining hardwood stand. San Mateo County Parks will provide instruction on hardwood pruning techniques.

Understory Vegetation, Brush, and Shrub Treatments

1. All understory vegetation, brush, and shrubs under the drip lines of trees shall be cut and masticated leaving root systems intact for resprouting except:
 - a. Contractor shall not masticate, or remove through handwork, hydrophytic riparian species such as chain fern (woodwardia), carex sp., rushes, blue elderberry, and red elderberry.
 - b. Where significant stands of huckleberry, toyon, and hazelnut occur under the drip line of trees, Contractor shall maintain a component of these shrubs at a spacing between 25 – 50 feet for each species occurrence, whose shrub crown is approximately 10-15 feet wide. Spacing may be closer to 25 feet on flatter ground and 50 feet on steeper ground or proximity to infrastructure or homes within treatment areas.
2. Outside of the drip line of retained trees, brush and shrubs shall be cut and masticated leaving root systems intact for resprouting to achieve a horizontal crown separation of approximately 25 to 50 feet. Spacing may be closer to 25 feet on flatter ground and 50 feet on steeper ground or proximity to infrastructure or near homes within treatment areas. Remaining clumps of brush and shrubs should not exceed approximately 10-20 feet in diameter and will consist of healthy appearing specimens where feasible. A minimum of 35% relative cover of existing brush, shrubs, and understory vegetation shall be retained in a mosaic pattern across treatment areas.
 - a. Consideration shall be given to maintaining a diversity of understory vegetation, brush, and shrub species in these areas.
3. Damage to residual understory vegetation and brush shall be minimized to the greatest extent feasible.
4. San Mateo County Parks, or San Mateo Resource Conservation District, or their supervised designee reserve the right to reasonably adjust understory vegetation and brush treatments in

areas where additional sensitive resources are identified and may adjust the treatment prescription as needed.

Treated Vegetation within Treatment Areas

1. The residual masticated material shall remain uniformly spread to the extent feasible within the project area, shall not exceed a depth of six inches (6") and should average approximately three inches (3"), and individual pieces shall not exceed two feet (2') in length or three inches (3") in diameter at the large end to support regeneration in the understory.
2. Excessive residual masticated material shall not obstruct water flow in drainage features such as ditches and culverts. Such material shall be removed by the contractor prior to a forecasted 30% precipitation event or upon completion of operations, whichever occurs first.
3. Residual masticated material should be utilized to cover approximately 75% of any areas bared during operations and shall not be piled at the base of remaining trees or sensitive vegetation.
4. Upon completion of a treatment area the contractor shall ensure that trails are left open and passable by the public with respect to all possible park users.
 - a. Scattered debris is acceptable on the trail surface but not to the point that it creates any significant tripping hazards.
5. Damage to residual trees and brush shall be minimized to the greatest extent feasible. If there is excessive damage to residual trees or brush, the contractor shall remove those specimens.
6. All stump heights will be cut no higher than 6 inches above the ground. All cuts will be a flat or parallel cut to the ground and will have a smooth appearance with no frayed material visible.

Acceptable Heavy Equipment

1. Excavator with a boom mounted masticating head capable of reaching a minimum distance of 20 feet.
2. Small, tracked tractor such as a skid steer or mini excavator with masticating head capable of working under 8-foot canopies.
3. Other heavy equipment may be proposed for use by the Contractor and must be approved by San Mateo County Parks and San Mateo Resource Conservation District. To propose other heavy equipment, the Contractor should be prepared with equipment dimensions, weight, and photos of equipment.

Fire Safety

1. The Contractor will have fire tools available on-site during operations for firefighting purposes per PRC 4428:
 - a. No person, except any member of an emergency crew or except the driver or owner of any service vehicle owned or operated by or for, or operated under contract with, a publicly or privately owned utility, which is used in the construction, operation, removal, or repair of the property or facilities of such utility when engaged in emergency operations, shall use or operate any vehicle, machine, tool or equipment powered by an internal combustion engine operated on hydrocarbon fuels, in any industrial operation

located on or near any forest, brush, or grass-covered land between April 1st and December 1st of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools in the amounts, manner and location prescribed in this section.

- b. On any such operation a sealed box of tools shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire.
 - c. One or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area, or, in the alternative, a full set of timber-felling tools shall be located in the fire toolbox, including one crosscut falling saw six feet in length, one double-bit axe with a 36-inch handle, one sledge hammer or maul with a head weight of six, or more, pounds and handle length of 32 inches, or more, and not less than two falling wedges.
 - d. Each rail speeder and passenger vehicle, used on such operation shall be equipped with one shovel and one axe, and any other vehicle used on the operation shall be equipped with one shovel. Each tractor used in such operation shall be equipped with one shovel.
 - i. As used in this section:
 - ii. "Vehicle" means a device by which any person or property may be propelled, moved, or drawn over any land surface, excepting a device moved by human power or used exclusively upon stationary rails or tracks.
 - iii. "Passenger vehicle" means a vehicle which is self-propelled, and which is designed for carrying not more than 10 persons including the driver, and which is used or maintained for the transportation of persons but does not include any motortruck or truck tractor.
2. The Contractor shall provide and be responsible for operating and maintaining one of the following options for initial ignition attack and fire suppression:
- a. A full 500-gallon water buffalo trailer with a water pump and minimum 50-foot fire hose both attached to the trailer within reasonable proximity to operations at all times.
 - i. If the contractor is operating more than one crew out of different staging areas the contractor shall provide one of these units for each crew.
 - b. Heavy equipment conducting mastication shall have a foam fire suppression system built in.

OR

- c. A side-by-side off-highway utility vehicle with appropriate firefighting tools that include a shovel, McLeod, Pulaski, and a chainsaw with a minimum 20-inch bar, fire extinguisher, and first aid kit. In addition, the side by side off highway utility vehicle shall carry an ATV/UTV skid unit that, at minimum, is equivalent to a Mercedes Wick-100 4H or Wick SI 250 Pump/Motor and a ¾" x 50' Rubber Booster Hose on a Manual Reel.
- d. A full 500-gallon water buffalo trailer with a water pump and minimum 50-foot fire hose both attached to the trailer within reasonable proximity to operations at all times.
 - i. If the contractor is operating more than one crew out of different staging areas the contractor shall provide one of these units for each crew.

- e. Contractor may propose an alternative method that meets or exceeds these standards.
 - f. San Mateo County Parks staff will arrange for a water source for Contractor to keep 500-gallon water buffalo trailer or ATV/UTV skid unit full of water.
3. Treatment areas shall be walked prior to operations to determine if there are any potential ignition hazards such as rocks, metal objects, or fuel sources that could act as possible ignition points. The Contractor should adjust operational schedules to operate in these areas when fire hazard risks are the lowest, such as early morning.
 4. Each vehicle or piece of heavy equipment shall be outfitted with a minimum 5 lb. Class ABC fire extinguisher, and/or a 2.5-gallon air pressurized gallon Class A water fire extinguisher, and/or a 5-gallon backpack pump physically attached to the heavy equipment or truck in an accessible location to respond to any possible ignitions. Heavy Equipment with foam fire suppressions system built in meet this requirement.
 5. Spark arrestors are required for all mechanized tools.
 6. Smoking is restricted to non-vegetated areas.
 7. Work areas shall be walked at the end of each day to conduct a fire check unless operating in the winter period and conditions are too wet for an ignition to occur.
 8. Fire patrol shall be required on site during and at least 3 hours after operations when the relative humidity is at or below 20% and/or when winds are at or above 15 mph at the end of the day in the work area.
 - a. Contractor shall have a Kestrel to monitor wind and relative humidity and shall take readings at the beginning of operations, 12:00 p.m. and at the conclusion of operations each day. Contractor shall maintain a record of readings as part of the daily operational checklist.
 9. CAL FIRE, San Mateo County Parks, San Mateo Resource Conservation District, or their supervised designee, reserves the right to restrict operating hours or operations in total during critical fire weather.

Ground Disturbing Activities within Treatment Areas

1. Ground disturbance shall be minimized to the greatest extent feasible. Berms, ruts and other operator caused ground disturbance over 12 inches in height/depth shall be smoothed out to original contours before leaving the immediate work area.
2. Equipment shall operate parallel to the slope (up and down the fall line) to the greatest extent feasible.
3. The cutting or mulching head of the masticator shall be kept at or above the duff layer and not into mineral soil to the greatest extent feasible.

4. Equipment shall not enter areas outside of the designated project areas unless authorized by San Mateo County Parks, or San Mateo Resource Conservation District, or their supervised designee.
5. Upon completion of a treatment area the contractor shall ensure that roads are left open and passable by the public with respect to all possible park users.
 - a. Scattered debris is acceptable on the road but not to the point that it creates any significant road hazards for park staff or users.

Operations from October 15th – May 1st

1. If Contractor obtains approval to operate from October 15th to May 1st no operations on saturated soils conditions as defined below may occur:
 - a. Saturated soil is defined as soil and/or surface material pore spaces that are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include but are not limited to:
 - i. areas of ponded water,
 - ii. pumping of fines from the soil or road surfacing material during operations,
 - iii. loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts,
 - iv. spinning or churning of wheels or tracks that produces a wet slurry, or
 - v. inadequate traction without blading wet soil or surfacing materials.
 - b. In addition, operations on appurtenant roads or staging areas may only occur from a stable operating surface defined below:
 - i. A surface that can support vehicular traffic and that routes water off the road surface or into drainage facilities without concentrating flow in ruts (tire tracks), pumping of the roadbed, or ponding flow in depressions. A stable operating surface shall include paved roads, structurally sound road base, unsaturated hard packed seasonal roads, and all must be appropriate for intended use.

Watercourse Protections

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

Equipment Limitation Zones in *Feet		
	<30%	>30%
Class III Watercourses	25	50

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

2. No Class I or II Watercourses exist within proximity to the treatment areas.
3. Heavy equipment used in project operations shall not be serviced or fueled within 65 feet of a watercourse or in any locations where servicing will allow, grease, oil, or fuel to pass into lakes or watercourses. Contractor shall maintain a spill response kit within reasonable proximity to equipment operations.

4. Equipment shall be checked each day for any signs of leaks and if discovered, shall be repaired immediately.
5. Operations shall not place, discharge, dispose of, or deposit in such a manner as to permit to pass into waters of the state, any substances or materials, including, but not limited to, soil, silt, bark, slash, sawdust, or petroleum in quantities which may cause harm to fish, wildlife, beneficial functions of riparian zones, or the quality and beneficial uses of water.
6. All staging areas and fueling or maintenance of vehicles and equipment shall occur outside of sensitive habitat areas and at least 65 feet from any water body, drainages (including storm drains) or riparian habitat.
 - a. No petroleum products, chemical, silt, fine soil, or any substance or material deleterious to sensitive species shall be allowed to pass into or be placed where it could enter a stream channel.
 - b. Any spills of hazardous materials shall be cleaned up and/or removed immediately. Any such spills shall be reported to San Mateo County Parks.
 - c. Major vehicle maintenance, repairs, and washing shall be done off-site.
 - d. Vehicular and equipment refueling is prohibited.
 - e. Chainsaw fueling shall occur on service roads and only where spills can be easily cleaned and at least 65 feet away from streams, bridges, or other areas that can transport spilled materials into natural waterways.

Waterbreaks

1. Waterbreaks shall be re-installed in their original locations and original configuration on appurtenant seasonal roads or staging areas used by the Contractor following operations and prior to October 15th on any year that operations occur.
2. Where waterbreaks need to be additionally placed following operations, they shall be placed similarly to other existing waterbreaks. At minimum, waterbreaks placed shall be placed at an approximate 45-degree angle, be cut diagonally to a minimum 6 inches into the firm roadbed or disturbed area, have a continuous firm embankment of at least 6 inches in height, and a width of 6 inches immediately adjacent to the lower edge of the waterbreak cut-out flow.
3. If the installation of additional waterbreaks cannot be accomplished by heavy equipment due to inability to access a site, then hand-dug waterbreaks may be constructed with less than the requisite 6 inches above grade and 6 inches below grade where appropriate but must be functional and maintain a 6-inch-wide outlet.
4. Waterbreaks shall be located to allow water to be discharged into some form of vegetative cover, duff (forest floor detritus), slash, rocks, or less erodible material wherever possible, and shall be constructed to provide for unrestricted discharge at the lower end of the waterbreak so that water will be discharged and spread in such a manner that erosion shall be minimized.
5. Waterbreaks may be located and adjusted outside of the maximum waterbreak spacing specified at the discretion of San Mateo County Parks, San Mateo Resource Conservation District, or their supervised designee in order to reduce any potential impacts and allow for the

beneficial use of water. The waterbreaks shall be situated in a manner as to allow water to drain into stable soil configurations.

6. Waterbreak spacing shall conform with the table below. The waterbreak spacing may also be adjusted by San Mateo County Parks, San Mateo Resource Conservation District, or their supervised designee to create a greater level of protection than identified under general soil stabilization measures.

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

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

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

Biological Resource Avoidance Measures

1. If any California Endangered Species Act (CESA) or Federally Endangered Species (ESA) listed plant or animal is encountered, operations shall cease in proximity, and the area shall be avoided. San Mateo County Parks, or San Mateo Resource Conservation District, or their supervised designee shall be notified immediately.
2. Nesting and bat roost surveys are required from February 1st to August 31st and shall be conducted within 3 days of any mechanical mastication operations in treatment areas by San Mateo County Parks, San Mateo Resource Conservation District, or their supervised designee to determine if nesting activity is occurring.
 - a. Areas where nesting and bat roosts are found to occur shall have a buffer zone flagged in orange glo of 50 – 100 feet depending on the species needs. San Mateo County Parks, San Mateo Resource Conservation District, or their supervised designee reserve the right to increase the buffer size as needed to protect sensitive species.
 - b. Disturbance of nests/dens/roosts/nest cavities shall be avoided. If the Contractor identifies an active nest/den/roost/nest cavity, a buffer should be established between the construction activities of 100 feet and the active nest/den/roost/nest cavity so that nesting activities are not interrupted. San Mateo County Parks, San Mateo Resource Conservation District, or their supervised designee shall be advised immediately.
3. It is likely that contractors will encounter woodrat nests. Woodrat nests should receive a buffer of 5 – 10 feet. Woodrat nests may only be removed if necessary, to access a portion of a treatment area otherwise inaccessible or reasonably pass from one treatment polygon to another.

Archaeological Resources

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

Sudden Oak Death

The pathogen, *Phytophthora ramorum*, commonly referred to as Sudden Oak Death (SOD), infects coastal forests throughout California and Oregon and kills susceptible species including tanoak, coast live oak, California black oak, Shreve's oak, canyon live oak, and madrone saplings. Host species that are in the project area include, but are not limited to California bay laurel, coast redwood, Oregon big-leaf maple and Douglas fir. To avoid the spread of this pathogen:

1. All hand equipment including boots will be sanitized and heavy equipment hosed off prior to, and following, operations in areas where the spread of SOD is possible outside the Zone of Infestation.
2. Chips from mastication should not be thrown onto roads, near culverts, into nearby streams, or onto the base of trees to the maximum extent feasible. Other restrictions and limitations regarding where chips may be thrown from masticators can be found under **Treated Vegetation within Treatment Areas** and **Watercourse Protections**.
3. SOD hosts species, or SOD infected trees should only be chipped back into areas where SOD species are already present to avoid and minimize the risk of spreading SOD.
4. The California Oak Mortality Task Force website contains additional information regarding treatment and disposal measures for plants infected with SOD. See the attached link for additional information and to monitor changes in SOD treatment recommendations: (<http://www.suddenoakdeath.org/>).

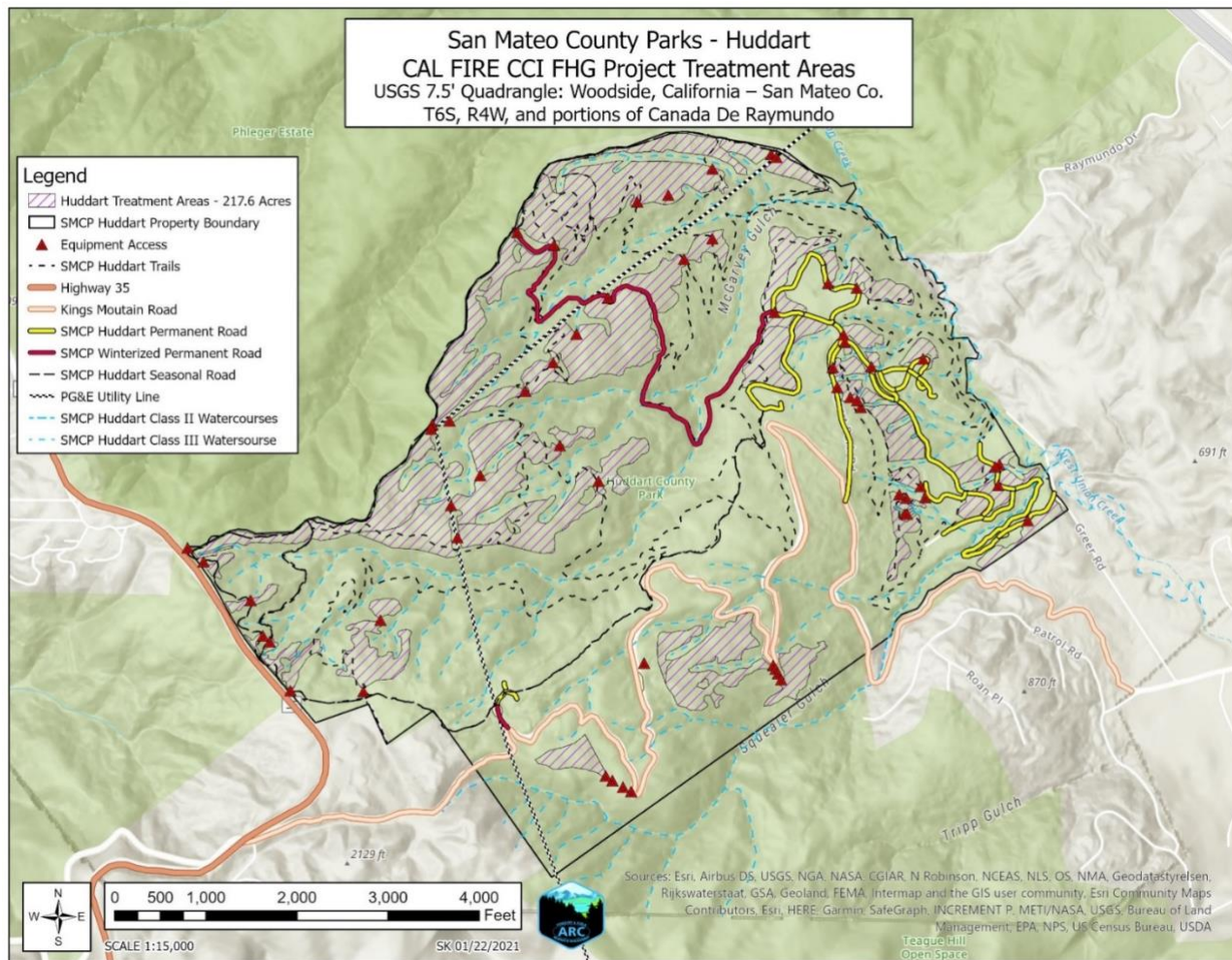
Invasive Species

1. Invasive species should only be chipped back into areas where non-native species are already present to avoid and minimize the risk of spreading invasive species.
2. Equipment, tools, boots etc. must all be cleaned of dirt and debris before arriving on site to prevent import of weed seed into the parks.

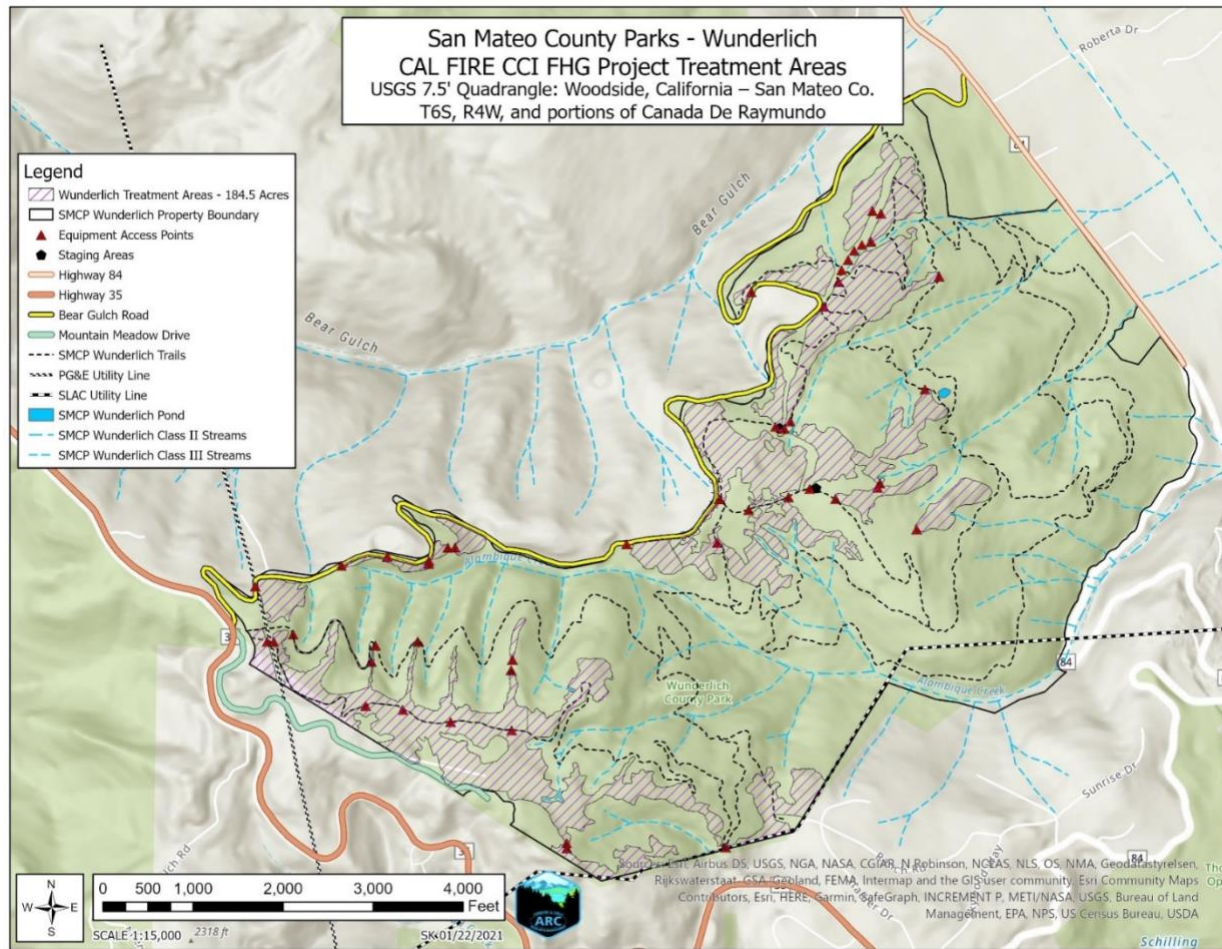
Flagging Key

1. **Blue and white striped flagging** – Water Course and Lake Protection Zones (WLPZ) for Class I and II watercourses (none present in the project area).
2. **Blue flagging** – Marks the centerline of a Class III watercourse. May also be utilized to mark the location of a waterbreak that needs to be constructed. The location of the waterbreak will be designated by placing a flag at the waterbreak inlet and an additional flag at the waterbreak outlet.
3. **Yellow and white striped flagging** – Equipment Exclusion Zone.
4. **Orange and white striped flagging** – Special Treatment Zone

5. **Orange glo** – Identifies areas of avoidance for sensitive vegetation or sensitive wildlife resources.
6. **Solid pink glo flagging accompanied by solid white flagging** – Special instructions to the Contractor written on the white flagging in black permanent pen.
7. **Yellow flagging with the words “SKID TRAIL” on it** – Location where heavy equipment may travel off-road to access hazard trees marked for removal.
8. **Orange flagging with the words “TRUCK ROAD” on it** – Location where vehicles licensed for use on county roads and state highways may travel.
9. **Solid blue accompanied by solid white and either SKID TRAIL (yellow) or TRUCK ROAD (orange) flagging** – Stream crossing approved for equipment use indicated by appropriate color yellow SKID TRAIL or orange TRUCK ROAD.
10. **Black and yellow flagging** – Caution, Wasp or Bee’s nest
11. **Red flagging** – Indicates a potential property boundary.



(map not to scale)



(map not to scale)

EXHIBIT B
Cost Proposal
Huddart and Wunderlich Forest Health and Fuel Reduction Projects

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	Unit	Amount
1	Mobilization, insurance, bonds	LS	
2	Clearing and grubbing	LS	
3	Erosion control	LS	
4	Site meetings and prevailing wage management	LS	
5	Reporting and verification	LS	
6	Demobilization/closeout – including but not limited to staging locations and roads.	LS	
	Total bid	LS	

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: _____

Contractor's DIR Registration #: _____

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: _____

Contractor's DIR Registration #: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Contractor's DIR Registration #: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Contractor's DIR Registration #: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Contractor's DIR Registration #: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Contractor's DIR Registration #: _____

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
Desired Qualifications
Huddart and Wunderlich Forest Health and Fuel Reduction Projects

(NOTE: This is provided in the bid packet as an example to show bidders desired qualifications. Bidders do not need to fill out this section.)

Contractor name:

#	Category
1	Experience working with Resource Conservation Districts or other public agencies.
2	Contractors must be able to mobilize to the jobsite and live within suitable distance to complete work.
3	Experience with similar projects as demonstrated by list of completed projects and references.
4	Knowledge of and experience with central and/or north coastal California environmental constraints (soils, topography, hydrology etc.)
5	Experience working in ecologically sensitive habitats as well as in the proximity of sensitive species.
6	Contractor owns or has the ability to purchase/utilize a variety of heavy equipment to treat vegetative fuels in roadside and forested settings. Equipment includes, but is not limited to, a skid steer and excavator with mulching/masticating head attachment.

EXHIBIT D
Sample Contract
Huddart and Wunderlich Forest Health and Fuel Reduction Projects

[SEE NEXT PAGE]

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

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

WITNESSETH:

WHEREAS, the RCD entered into Agreement No. **8GG19605** with the State of California Department of Forestry and Fire Protection (Funding Agency) for professional services for vegetation management and prescribed burn projects; and

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

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

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

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

1. Scope of Services

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

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

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

4. Compensation.

- a. In consideration of the services provided by CONTRACTOR in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay CONTRACTOR an amount not to exceed AMOUNT AS TEXT, (\$xx.xx) for the successful and timely completion of the specified services. In no event shall RCD's total fiscal obligation under this Agreement exceed (AMOUNT AS TEXT (\$xx.xx)). In the event that RCD makes any advance payments, CONTRACTOR agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.

- b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to CONTRACTOR as soon as is reasonably possible after RCD learns of said unavailability of outside funding.
5. **Billing and Payment Procedure.** CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 30 days of payment to the RCD by the project funder.
6. **Cooperation.** RCD and CONTRACTOR agree to cooperate to the greatest extent possible to complete the PROJECT. CONTRACTOR will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as practicable.
7. **Assignment.** This Agreement is not assignable by CONTRACTOR in whole or in part without the authorized written consent of RCD,
8. **Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.
9. **Applicable Laws.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state, local and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by CONTRACTOR, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.
10. **Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. CONTRACTOR, and any subcontractor working under CONTRACTOR, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.
11. **No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
12. **Independent Contractor Status.** The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, and neither CONTRACTOR nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.

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

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

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

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

17. Nondiscrimination and Other Requirements

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

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

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

covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

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

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

To CONTRACTOR: Name, Title
Contractor
Address

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

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

21. Termination. This Agreement may be terminated for any of the following reasons:

- a. If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to 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

EXHIBIT D (Continued)
Scope of Services

EXHIBIT D (Continued)
INSURANCE

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

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 D (Continued)
STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION CONTRACT NO. 8GG19605

(SEE NEXT PAGE)

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as “STATE” and San Mateo Resource Conservation District, hereinafter referred to as “GRANTEE”.
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS”) not to exceed two million five hundred fifty-three thousand three hundred thirty four dollars (\$2,553,334.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Forest Health Program Grant Guidelines 2019-2020.
 - b. California Air Resources Board Quantification Methodology for the Department of Forestry & Fire Protection (CAL FIRE) Forest Health Program Greenhouse Gas Reduction Fund Fiscal Year 2019-2020
 - c. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
 - d. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.05 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State’s obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California’s natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term “Agreement” means grant agreement number 8GG19605.
- b. The term “GRANT FUNDS” means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term “GRANTEE” means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term “Other Sources of Funds” means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term “STATE” means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term “Project” means the development or other activity described in the “Project Scope of Work”.
- g. The term “Project Budget Detail” as used herein defines the approved budget plan.
- h. The term “Project Scope of Work” as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: San Mateo Resource Conservation District
Section/Unit: HQ Resource Management	Section/Unit: N/A
Attention: Julie Howard	Attention: Sheena Sidhu
Mailing Address: P.O. Box 944246 Sacramento, CA 94244-2460	Mailing Address: 80 Stone Pine Road Half Moon Bay, CA 94019
Phone Number: (831) 345-4942	Phone Number: (650) 712-7765
Email Address: Julie.Howard@fire.ca.gov	Email Address: sheena@sanmateoRCD.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and

conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later

than 30 days after completion, expiration, or termination of this Agreement.

- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Forest Health Program Grant Guidelines 2019-2020..
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such

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increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Forest Health Forester and CNRGrants@fire.ca.gov. Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be

accounted for and used toward offsetting the project cost or
returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Forest Health Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project

in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California’s Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Greenhouse gas emissions must be calculated using the CARB Greenhouse Gas Quantification Methodology applicable to the grant program (<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>).
4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:

www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“The Forest Health in San Mateo County: A Collaborative Approach project, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

EXHIBIT E
San Mateo RCD Insurance Requirements
Contract Construction Services
[Huddart and Wunderlich Forest Health and Fuel Reduction Projects]

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 F
Prevailing Wage Requirements
Huddart and Wunderlich Forest Health and Fuel Reduction Projects

Prevailing Wage Requirements

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

California 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 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 .
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.
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 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.

Davis Bacon Provisions:

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington,

DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The San Mateo County Resource Conservation District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security

number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and record which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The San Mateo County Resource Conservation District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

EXHIBIT G
Certificate of Compliance
[Huddart and Wunderlich Forest Health and Fuel Reduction Projects]

TO: SAN MATEO RESOURCE CONSERVATION DISTRICT

PROJECT: HUDDART AND WUNDERLICH FOREST HEALTH AND FUEL REDUCTION PROJECTS

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

[Contractor]

By

Dated

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

EXHIBIT H
Billing Instructions for Contractors
Huddart and Wunderlich Forest Health and Fuel Reduction Projects

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

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

Or

david@sanmateoRCD.org

